



Office of the City Manager

CONSENT CALENDAR  
July 20, 2021

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: LaTanya Bellow, Director of Human Resources  
 Subject: Unrepresented Employees: Salary Adjustments and Update to  
 Unrepresented Employee Manual

RECOMMENDATION

Adopt two Resolutions: 1) approving salary increases for the Unrepresented Employees in Units X-1; X-2; Z-1; Z-2; Z-3; Z-6; and Z-9, for the period July 20, 2021 through June 30, 2024 and rescinding Resolution No. 68,534-N.S. Classification and Salary Resolution; and 2) adopt as amended the Unrepresented Employee Manual to attach a three (3) year Agreement with terms and conditions (hereafter referred to as "Agreement") with the Unrepresented Employees group (hereafter referred to as the "Unrep Group") with a term of July 20, 2021 to June 30, 2024 that includes a new Payroll Specialty Pay, Salary, Longevity Pay, Recognized Holidays, Employee Contribution Toward Pension, and revisions to Cash-In-Lieu Payments and Public Safety Uniform Allowance for compliance, and rescinding Resolution No. 69, 538-N.S.

FISCAL IMPACTS OF RECOMMENDATION

The terms of the new Agreement provide for wage increases (4% year one, 3% year 2, 1% year 3) for a total amount of 8% and two \$500 lump sum retention incentive payment for Payroll Clerks required to do additional work related to ERMA implementation. Median salary adjustments will also be made to Deputy City Attorney II, Health Officer Certified, Human Resources Manager, and Secretary to City Manager classification to remain competitive with comparative agencies. The changes to the Unrepresented Employees salary and benefits mirror the settlement with the Service Employees International Union (SEIU), Local 1021 Maintenance and Clerical Chapters (MC).

The cumulative total cost of the new Agreement is expected to have a moderate fiscal effect over the term of the Agreement (Fiscal Year 2022 - 2024), however, the cost of the first year of the labor contract is not currently included in the Fiscal Year 2021 – 2022 budget and will need to be appropriated into the FY 2022 budget. The funding for this Agreement comes from the General Fund and other funding sources.

CURRENT SITUATION AND ITS EFFECTS

Council will consider adopting a resolution to approve a three (3) year Memorandum Agreement with the SEIU Local 1021 Maintenance and Clerical Chapters. The City and

SEIU MC reached an agreement with the following major provision of the new labor contract as follows:

10 Duration	Three-years 6/27/21 – 6/30/2024
1.15.1 Salaries	4%, 3%, 1%; \$1,000 lump sum
1.15 New Payroll Specialty Pay	\$500 paid first full pay period after Council approval; \$500 paid first full pay period in January 2022 to 15 “Payroll Clerks” identified by SEIU
4.15.1 Salary Continuation (New)	New language added to incorporate the SEIU and City Workers’ Compensation Salary Continuation Side Letter Settlement Agreement into the Manual.
5.1 Recognized Holidays	Eliminate Lincoln’s Birthday and Add Cesar Chavez and Juneteenth Holiday – <u>If all other bargaining units agree</u>
8.4.6 PEPRA Contributions	PEPRA Pension contribution ramp down of six years; 1%, 1%, 1%, 2%, 2%, 1%, with reopener upon request in January 2024
8.8 Public Safety Uniform Allowance	Payments paid over twenty-six (26) equal biweekly payments instead twice a year.
13.4 Health Insurance Cash-In-Lieu Payments	Payments paid over twenty-six (26) equal biweekly payments instead twice a year.
13.25-26 Longevity	3% at 20 years

Traditionally, the Unrepresented Employee Group salary and benefits mirror the economic settlement with the Service Employees International Union (SEIU), Local 1021 Maintenance and Clerical Chapters (MC) in order to maintain internal equity and external competitiveness.

Council is requested to adopt two resolutions to approve an amended Unrepresented Employee Manual for three fiscal years that implements considerations including an 8% salary increase over three years, an additional Holiday, a step up of City contribution for PEPRA members over six years, amendments in Cash-In-Lieu Payments and Bi-Weekly Uniform Payments to comply with CALPERS, new language to incorporate the Salary Continuation Benefit, and rescinding Resolutions No. 68, 534-N.S. and 69,538-N.S.

#### BACKGROUND

There are approximately 101 Unrepresented employees divided into seven (7) representational units: Z-1, Z-2, Z-3, Z-6, Z-9, X-1, and X-2.

The City’s philosophy during negotiations with the Union was to follow City Council policies to protect the City’s short and long-range economic health. City Council policies for labor negotiations include, but are not limited to, the following:

1. Assure that labor organizations and their members are treated fairly and with respect.
2. Negotiate in good faith and within the process established by the parties including honoring the traditional confidentiality of the negotiation process.
3. Negotiate contracts based on a “Total Compensation Package” model (changes in current and future salary, and health and welfare benefits) within the City’s overall financial conditions. The City’s current overall condition included the recent declaration of a fiscal emergency on June 16, 2020.

Major provisions of the Manual are as follows:

Section	Change
Term Duration	Three-year term Agreement ending on June 30, 2024
Salary 1.15.1	<p>Effective the first full pay period in July 2021 after Council adoption on its regular agenda, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall receive a salary increase of four percent (4.0%).</p> <p>Effective the first full pay period in July 2022, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall be increased by three percent (3.0%)</p> <p>Effective the first full pay period in July 2023, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall be increased by one percent (1%).</p> <p>Effective the first full pay period after City Council adoption on its regular agenda, a onetime non-pensionable lump sum payment of \$1,000.00 for each career bargaining unit employee shall be conferred. Eligible employees must be current City employees in paid status for the full pay period this lump sum is conferred and shall not apply to unit members who are in unpaid status. Such payment shall be subject to required payroll tax deductions. The parties agree that this lump sum provision does not create or bind the City to any precedent or past practice.</p>
1.15 Payroll Specialty Pay	<p>NEW LANGUAGE: City shall provide Payroll Clerks identified by the City in Unrepresented Employees a one-time lump sum payment of \$500.00 effective the first full pay period after Council adoption of this successor agreement and a second \$500.00 one-time lump sum payment the first</p>

Section	Change
	<p>full pay period in January 2022 for only those employees in the Accounting Office Specialist III classification. Such payments are subject to applicable payroll taxes and will not be considered pensionable salary. At the time of each payment, employee must be still employed by the City and must still be in the Accounting Office Specialist III classification. Employees working less than full-time (40 hours per week, 2,080 hours per year) shall receive a pro rata share of the one-time lump sum payment based on the number of hours they are assigned to work. For example, an employee working 30 hours per week, shall receive 75% of the one-time lump sum payment (\$375 effective the first full pay period after Union ratification and Council adoption of this successor agreement and \$375.00 the first full pay period in January 2022) as outlined 1.15 of the Unrepresented Employees Manual.</p>
<p>4.15.1 Salary Continuation (New)</p>	<p>New language added to incorporate the SEIU and City Workers' Compensation Salary Continuation Side Letter Settlement Agreement into the Manual.</p>
<p>Holidays 5.1</p>	<p>Eliminate Lincoln's Birthday and Add Cesar Chavez and Juneteenth Holiday if ALL OTHER GROUPS AGREE.</p>
<p>8.4.6 PEPRA Contributions</p>	<p>Miscellaneous New Member contributions in Sections 8.4.6.2, 8.4.6.3, and 8.4.6.4 to the CalPERS 20516 employee contributions towards the employer rate will be amended and reduced as follows:</p> <p>8.4.6.4.a</p> <ul style="list-style-type: none"> <li>• FY2021-22: 1% (Effective as soon as administratively possible following adoption of successor contract by the City Council)</li> <li>• FY2022-23: 1% effective July 1, 2022</li> <li>• FY2023-24: 1% effective July 1, 2023</li> <li>• FY2024-25: 2% effective July 1, 2024</li> <li>• FY2025-26: 2% effective July 1, 2025</li> <li>• FY2026-27: 1% effective July 1, 2026</li> </ul> <p>8.4.6.4.b No change to Classic members' contributions during the contract term.</p>
<p>8.8 Biweekly Uniform Payments</p>	<p>To comply with CALPERS requirement, uniform allowance payments shall be paid over twenty-six (26) equal biweekly installments instead of twice a year payment.</p>

Section	Change
13.4 Biweekly Health Insurance Cash-In-Lieu Payments	To comply with CALPERS requirement FLSA laws, health insurance in-lieu payments shall be paid over twenty-six (26) equal biweekly installments instead of twice a year payment once a month.
Longevity Pay 13.25	Effective the first pay period in July 2021, employees in Representation Units Z-2, Z-3 and Z-6 who complete nineteen (19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20th) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as "Longevity Pay" under PERL Section 571.a.(1) Incentive Pay.
Longevity Pay 13.26	Effective the first pay period in July 2021, and except as noted below in Section 13.24.1 (Longevity Pay for Unit Z1 Fire Chief and Deputy Fire Chief), employees in Representation Unit Z-1 who have completed nineteen (19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20th) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

**ENVIRONMENTAL SUSTAINABILITY**

There are no identifiable environmental effects or opportunities associated with the subject of this report.

**RATIONALE FOR RECOMMENDATION**

In a separate item on this July 20, 2021 Agenda, City Council will be considering salary and benefit adjustments for the SEIU Local 1021 Maintenance and Clerical Chapters. In general, it has been a longstanding policy of the City to approve cost of living adjustments and benefit changes for Unrepresented employees that are similar to those approved for represented employees in order to maintain internal equity and external competitiveness.

Representatives of the City worked within policies set by the City Council for guiding contract negotiations and staff met with the City Council in closed session to discuss and receive the policy direction and economic authority to settle this contract. The overall settlement must be within the City's ability to pay based on projected revenue as well as demands for services across the spectrum of programs the City provides the community. The changes to the Manual are consistent with City Council's direction to staff and is fair and equitable to the Unrepresented staff.

**ALTERNATIVE ACTIONS CONSIDERED**

None

CONTACT PERSON

LaTanya Bellow, Director of Human Resources, 981-6807

Attachments:

- 1: Resolution: Unrepresented Employees Manual
  - Exhibit A: Unrepresented Employees Manual (Edited Version)
  - Exhibit B: Unrepresented Employees Manual between the City of Berkeley and the Unrepresented Employees (Clean Version)
- 2: Resolution: Approving a new Classification Salary Resolution for Unrepresented Employees and Rescinding Resolution No. 68,534 N.S.
  - Exhibit A: Unrepresented Employees Classification/Salary Resolution Period:  
July 20, 2021 to the first full pay period in July period in July 2022
  - Exhibit B: Unrepresented Employees Classification/Salary Resolution Period:  
Effective the first full pay period in July, 2022 to the first full pay period in July period in July 2023
  - Exhibit C: Unrepresented Employees Classification/Salary Resolution Period:  
Effective the first full pay period in July, 2023 to the first full pay period in July period in July 2024
3. Unrepresented Median Salary Adjustments Chart

RESOLUTION NO. ##,###-N.S.

UNREPRESENTED EMPLOYEES MANUAL

WHEREAS, on July 30, 2020, the City Council adopted Resolution No. 69,538-N.S., the Unrepresented Employee Manual, that establishes rules governing working conditions, benefits and compensation for unrepresented career benefited and regular at-will employees; and

WHEREAS, in a separate agenda item on July 20, 2021, the City Council will consider a new Memoranda Agreement with the Service Employees International Union Local 1021 Maintenance and Clerical Chapters that provides for an additional three-years and modifies its members' benefits; and

WHEREAS, the City Manager is recommending similar changes in terms and conditions for the unrepresented employees in Units X-1 (Unrepresented Hourly Non-Career); X-2 (Retired Annuitants); Z-1 (Confidential and Executive Management Employees); Z-2 (Confidential Professional Employees); Z-3 (Confidential Clerical Employees); Z-6 (Legislative Analysts); and Z-9 (Unrepresented at-will positions in the Rent Stabilization Program); and

WHEREAS, the Unrepresented Employee Manual is amended as a result of the attached Agreement July 20, 2021.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley rescind Resolution No. 69, 538-N.S. (Unrepresented Employee Manual) and all other resolutions amendatory thereto and that the Unrepresented Employee Manual that includes the executed Memoranda Agreement as shown in Exhibit A attached hereto and made a part hereof, is hereby adopted as the City of Berkeley Unrepresented Employee Manual.

The foregoing Resolution was adopted by the Berkeley City Council on July 20, 2021 by the following vote:

Exhibit

- A: Amended Unrepresented Employee Manual Redline
- B: Unrepresented Employee Manual Clean



**City of Berkeley**

# **Unrepresented Employee Manual**

July ~~30~~17, ~~2020~~2021





RESOLUTION

WHEREAS, the City is obligated under the provisions of California Government Code Section 3500 – 3510, commonly referred to as the Meyers-Milias-Brown Act, to meet and confer in good faith and attempt to reach agreement with representatives of recognized bargaining units on matters within the scope of representation including, but not limited to wages, hours and other terms and conditions of employment; and

WHEREAS, representatives of the City of Berkeley Negotiating Team and Service Employees International Union Local 1021 Maintenance and Clerical Chapters have met and conferred in good faith and have reached agreement on a new Memorandum Agreement that incorporates all changes and modifications in wages, hours and other terms and conditions of employment agreed to by the parties.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute the new Memorandum Agreement for the period June 27, 2021 through June 26, 2024 with the Service Employees International Union Local 1021 Maintenance and Clerical Chapters, including changes in certain benefits on dates specified in the Memorandum Agreement which is attached hereto, made a part hereof and marked Exhibit A.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute and implement said Memorandum Agreement including all changes in wages, hours, and other terms and conditions of employment. A fully executed original of said contract is filed in the Office of the City Clerk.

Exhibit A:

Memorandum Agreement between the City of Berkeley and Service Employees International Union Local 1021 Maintenance and Clerical Chapters.

Table of Contents

**UNREPRESENTED EMPLOYEE MANUAL .....1**

**ARTICLE 1 - SALARY, OTHER PAY AND OVERTIME.....2**

1.1 Intent .....2

1.2 Hours and Days of Work .....2

1.3 Workweek .....2

1.4 Regular Workweek.....2

1.5 Payment of Salaries .....2

1.6 Salary Ranges without Salary Steps.....2

1.7 Automobile Allowances .....2

1.8 Mandatory Professional Fees and Licenses .....3

1.9 Bilingual Pay .....3

1.10 Overtime for FLSA Non-Exempt Employees .....3

1.11 Emergency Overtime .....4

1.12 Shift Differential.....4

1.13 Fifty-Six (56) Hour per Week Work Schedule Leave Conversion Factor  
.....4

1.14 One-Time Allocation .....5

1.15 Payroll Specialty Pay .....5

1.15.1 Salary Resolution .....5

**ARTICLE 2 - PROBATIONARY PERIOD .....6**

2.1 Length of Probationary Period .....6

2.2 Objectives of Probationary Period .....6

2.3 Rejection of Probationers.....6

2.4 Rejection during Probationary Promotion .....6

**ARTICLE 3 - VACATION .....7**

3.1 Vacation Leave .....7

3.2 Vacation Approval .....7

3.3 Vacation Accrual .....7

3.4 Vacation Scheduling .....8

3.5 Maximum Vacation Accumulation .....8

3.6 Vacation Leave before Retirement .....9

3.7 Vacation Leave in Lieu of Sick Leave .....9

3.8 Payout upon Termination or Extended Unpaid Leave .....9

3.9 Holidays Occurring during Vacation.....9

**ARTICLE 4 - SICK LEAVE .....10**

4.1 Eligibility ..... 10

4.2 Sick Leave Not a Privilege ..... 10

4.3 Family Sick Leave ..... 10

4.4 Notice to Department Head ..... 10

4.5 Medical Verification ..... 10

4.6 Injury Incurred in Outside Employment..... 11

4.7 Bonus for Unused Sick Leave..... 11

4.8 Accumulation of Sick Leave ..... 11

4.9 Payout for Excessive Sick Leave for Employees Hired on or Before  
June 30, 2013 ..... 11

4.10 Effect of Leave without Pay on Sick Leave Accrual ..... 12

4.11 Accrued Sick Leave Canceled Upon Termination ..... 12

4.12 City of Berkeley Supplemental Retirement Plan [Termination 401(a)]  
..... 14

4.13 Accrued Sick Leave Applied to CalPERS Retirement Credit..... 14

4.14 Sick Leave Benefits and State Disability Insurance ..... 14

4.15 Workers' Compensation and Salary Continuation ..... 14

4.16 Sick Leave Accrual for Department Heads and Deputy City Managers  
..... 15

**ARTICLE 5 - HOLIDAYS .....16**

5.1 Holidays ..... 16

5.2 Floating Holidays ..... 16

5.3 Eligibility ..... 17

5.4 Part-Time Employee Eligibility ..... 17

5.5 No Work on the Holiday ..... 17

5.6 Work on the Holiday..... 17

**ARTICLE 6 - OTHER PAID LEAVES OF ABSENCE .....18**

6.1 Family Bereavement Leave ..... 18

6.2 Jury Duty Leave ..... 18

6.3 Continuing Education Leave ..... 19

6.4 Administrative Leave Program ..... 19

6.5 Temporary Employees – Earned Leave ..... 19

6.6 Abolishment of Temporary Employees – Earned Leave.....20

6.7 Temporary Employees Sick Leave .....20

6.8 Sick Leave Accrual .....20

6.9 Sick Leave Use .....20

**ARTICLE 7 - LEAVES OF ABSENCE WITHOUT PAY .....21**

7.1 Power to Grant Leave .....21

7.2 Authorized Leave Without Pay.....21

7.3 Unauthorized Leave of Absence.....21

7.4 Parental Leave .....22

7.5 Family Care Leave .....22

7.6 Military Leave .....22

**ARTICLE 8 - EMPLOYEE FRINGE BENEFITS.....23**

8.1 Group Medical-Dental Insurance Benefits .....23

8.2 Life Insurance .....23

8.3 Hourly Rated Employees in Lieu of Benefits.....23

8.4 Public Employees Retirement System: .....23

8.5 Supplementary Retirement and Income Plans .....30

8.6 Deferred Compensation .....31

8.7 PARS .....31

8.8 Public Safety Uniform Allowance .....31

8.9 Supplemental Retirement Plan and Trust Agreement .....31

**ARTICLE 9 - EMPLOYMENT AT-WILL .....33**

9.1 Employment At-Will.....33

9.2 No Right to Appeal Discharge.....33

9.3 Benefits .....33

9.4 Standards of Conduct .....33

9.5 Transfer or Appointment of Career Employee to an At-Will Position 33

**ARTICLE 10 - LAYOFF POLICY AND PROCEDURE.....35**

10.1 Statement of Intent.....35

10.2 Announcement of Layoff .....35

10.3	Vacancy Freeze .....	35
10.4	Seniority Service Date .....	35
10.5	Establishment of Seniority Lists .....	35
10.6	Order of Layoff .....	36
10.7	Notification .....	36
10.8	Employee Retreat Rights .....	36
10.9	Flexible Placement Program .....	37
10.10	Failure to Accept Offer under Layoff .....	37
10.11	Re-Employment List.....	38
10.12	Appeal Procedures .....	39
10.13	Audit.....	39
<b>ARTICLE 11 - DISCIPLINARY ACTION .....</b>		<b>40</b>
11.1	Policy .....	40
11.2	Final Decision Maker for Disciplinary Action.....	40
11.3	Disciplinary Actions.....	40
11.4	Written Reprimands for Fire Safety Employees.....	40
11.5	Written Reprimands for Non- Safety Employees .....	41
<b>ARTICLE 12 - COMPLAINTS, APPEALS AND HEARINGS .....</b>		<b>42</b>
12.1	Policy .....	42
12.2	Final Decision Maker for Purposes of this Article .....	42
12.3	Complaints .....	42
12.4	Right of Appeal .....	43
12.5	Method of Appeal.....	43
12.6	Investigations and Hearings.....	43
12.7	Hearing Procedures .....	43
12.8	Findings and Recommendations .....	44
<b>APPENDIX.....</b>		<b>45</b>
13.1	Administrative Leave.....	45
13.2	Automobile Allowance.....	45
13.3	Bilingual Premium Pay .....	45
13.4	Cash-In-Lieu Payments .....	46
13.5	Dependent Care.....	46
13.6	Life Insurance .....	47

13.7 Medical/Dental Insurance for Employees/Dependents .....47

13.8 Retiree Medical Plan.....48

13.9 Amendment of Retiree Health Premium Assistance Plans I and II, effective June 28, 1998, Restated and Amended effective March 22, 2011 .....48

13.10 Retiree Medical for Unrepresented Benefitted Employees .....48

13.11 Reimbursement Plan .....52

13.12 Fire Chief and Deputy Fire Chief Retiree Medical Plan .....57

13.13 Retiree Medical for Police Chief Classification .....58

13.14 Partially Subsidized YMCA Membership .....58

13.15 Part-Time Employees Eligible for Full Benefits .....58

13.16 Probationary Periods for Unrepresented Classifications .....59

13.17 Public Safety Uniform Allowance .....59

13.18 Regular “At-Will” Classifications.....59

13.19 City Manager Department Differential.....60

13.20 Shift Differential.....60

13.21 SRIP II Disability Insurance .....60

13.22 Vacation Schedules .....60

13.23 Special Pay for Camps Personnel .....61

13.24 Hazard Premium Pay for Clerical Mental Health Personnel .....61

13.25 Longevity Pay .....61

13.26 Longevity Pay for Confidential and Executive Management Employees .....61

13.27 Automobile Allowance for Police Chief .....62

13.28 Video Display Terminal Screening/Glasses.....62

13.29 Emergency Medical Technician .....62

13.30 Shoe Allowance .....62

13.31 Training Differential.....62

13.32 Summary of May 2017 Changes to the Unrepresented Employee Manual .....63

13.33 Summary of October 2017 Changes to the Unrepresented Employee Manual .....64

13.34 Summary of July 2018 Changes to the Unrepresented Employee Manual .....64

13.35 Summary of July 2020 Changes to the Unrepresented Employee Manual .....64

## UNREPRESENTED EMPLOYEE MANUAL

This document establishes the rules governing benefits and working conditions, which are in effect for Unrepresented employees which have been approved by the City Council of the City of Berkeley.

This Unrepresented Employment Manual provides the personnel policies and procedures that affect the working conditions and benefits of unrepresented employees in the City of Berkeley. For purpose of categorization, all classifications are designated by a representation unit. Unrepresented employees are in classifications included in representation units Z-1; Z-2; Z-3; Z-9; X; and X-1, as noted in the City's Classification/Salary Resolution. The working conditions and benefits for represented employees are contained in their respective memoranda agreements. Rules, which describe general policies of the City's personnel system, are found in the City of Berkeley Personnel Rules and Regulations.



## **ARTICLE 1 - SALARY, OTHER PAY AND OVERTIME**

### **1.1 Intent**

This Section (Salary, Other Pay and Overtime) is intended only to define the normal hours of work and the time for which salary shall be paid, and to provide the basis for the calculation of overtime pay. Nothing in these rules shall be construed as a guarantee of hours of work per day or per week, or of days of work per week. The City's pay records, practices and procedures shall govern the payment of all wages.

### **1.2 Hours and Days of Work**

Hours and days of work shall be governed by rules established by the City.

### **1.3 Workweek**

The workweek shall consist of seven days beginning at 12:01 a.m. on Sunday to and including 12:00 midnight the following Saturday.

### **1.4 Regular Workweek**

The regular workweek shall consist of forty hours of work within the workweek.

### **1.5 Payment of Salaries**

Payment of salaries shall be bi-weekly and shall cover a pay period of two (2) consecutive workweeks. Each payment shall be made not later than Friday following the ending of each payroll period and shall include payment for all earnings reported during the previous payroll period.

### **1.6 Salary Ranges without Salary Steps**

In those classes of positions for which a salary range is established without a designation of salary steps, the City Manager is authorized to fix the salary rate at any point within the established salary range.

### **1.7 Automobile Allowances**

In addition to the salaries provided in the salary resolution, employees may be reimbursed for the use of automobiles owned by employees of the City of Berkeley and used on City business, as authorized by the City. Current automobile allowances are appended to this Manual, as shown in the Appendix, Section 13.27 (Automobile Allowance).

## 1.8 Mandatory Professional Fees and Licenses

The City will assume full payment of the mandatory professional fees and licenses required by employees in the following unrepresented classes in order to maintain their continued employment with the City of Berkeley:

Director of Public Works	City Attorney
Deputy Director of Public Works (Registered)	The Attorney Class Series
Rent Stabilization Board Staff Attorney Class Series	Audit Manager
Classes requiring a license to practice medicine	

## 1.9 Bilingual Pay

Employees appointed to positions requiring bilingual abilities, including Braille and sign language shall receive additional compensation as established by the City Council. Only those employees who possess second language competency, can demonstrate second language competency, and are serving in a position requiring competency in that particular language are entitled to receive the bilingual premium pay. The current level of approved compensation and procedures for qualifying and receiving bilingual pay are appended to these Rules, as shown in Appendix, Section 13.3 (Bilingual Premium Pay).

## 1.10 Overtime for FLSA Non-Exempt Employees

All employees who are covered by the overtime provisions of the Fair Labor Standards Act are designated as "FLSA non-exempt employees." Unless otherwise required by the Fair Labor Standards Act, all FLSA non-exempt employees, and employees in the classification of Battalion Chief, who are required to work in excess of their regular workweek shall be paid overtime compensation at the rate of one and one-half times the straight time rate based upon the regular monthly salaries or shall be given compensatory time off in lieu of payment at the rate of one and one-half hours off with pay for each overtime hour worked. The following provisions regarding overtime apply only to FLSA non-exempt employees and do not apply to FLSA exempt employees. FLSA non-exempt employees, temporarily promoted to FLSA exempt classifications, will be ineligible for overtime compensation for the duration of the appointment.

- 1.10.1 **Manner of Compensation:** An employee may be compensated for overtime by either compensatory time off or by payment; the method of overtime compensation shall be agreed upon by the employee and the supervisor at the time of obtaining approval to work overtime.
- 1.10.2 **Pre-Authorization:** No employee may work overtime without the express prior approval of his or her department head.
- 1.10.3 **Accrual Limit on Compensatory Time:** Compensatory time shall not accumulate in excess of sixty (60) overtime hours worked which is the equivalent of ninety (90) hours of compensatory time. Overtime accumulation in excess of sixty (60) hours shall be paid as compensation.

- 1.10.4 **Use of Compensatory Time:** All use of compensatory time off must be approved, in advance, by the employee's department head, on forms provided by the City.
- 1.10.5 **Effect of Termination on Compensatory Time:** An employee is entitled to compensation for any accumulated overtime upon resignation or termination.

### 1.11 Emergency Overtime

All FLSA non-exempt employees who are called to duty from their living quarters outside of their regular work hours and work days shall be paid emergency overtime compensation for the actual time worked provided, however, that each employee shall be paid a minimum of two (2) hours pay for emergency overtime unless such emergency overtime work is performed prior to the beginning of his or her work regularly scheduled work period without a break in service in which case, compensation shall be paid only for the actual time worked.

### 1.12 Shift Differential

All unrepresented FLSA non-exempt employees (except for Police Aides) who regularly work a shift of eight hours or more, which includes more than four hours between the hours of 5:00 p.m. and 12:00 a.m., or between 12:00 a.m. and 7:00 a.m., are paid a shift differential in addition to their regular base rate of pay in an amount established by the City Council. The current shift differential rate paid to unrepresented employees is in the Appendix to this Manual.

### 1.13 Fifty-Six (56) Hour per Week Work Schedule Leave Conversion Factor

The conversion factor for Fire Management employees accruing and using vacation leave, sick leave or sick leave bonus bank of hours is as shown below. The intent of the parties is to have the dollar value of the vacation leave, sick leave or sick leave bonus bank of hours accrued be the same whether an employee is assigned to a fifty-six (56) hour per week schedule or a forty (40) hour per week schedule.

- 1.13.1 **Leave Accrual for 56 Hour per Week Schedule:** Vacation leave, sick leave or sick leave bonus bank of hours accrued on a fifty-six (56) hour per week scheduled is converted to a forty (40) hour per week schedule by multiplying number of hours of vacation leave or sick leave accrued by the conversion factor of 0.7143.
- 1.13.2 **Leave Accrual for 40 Hour per Week Schedule:** Vacation leave, sick leave or sick leave bonus bank of hours accrued on a forty (40) hour per week scheduled is converted to a fifty-six (56) hour per week schedule by multiplying number of hours of vacation leave accrued by the conversion factor of 1.4.

**1.14 One-Time Allocation**

Employees in Units Z-1, Z-2, Z-3, Z-6, and Z-9 who are in paid status as of July 29, 2018 will receive a one-time allocation of \$2,000.00 (prorated for part-time employees) on August 17, 2018, minus applicable local, state and/or federal taxes.

**1.15 Payroll Specialty Pay**

City shall provide (“payroll clerks”) identified by the City in Unrepresented Employees a one-time lump sum payment of \$500.00 effective the first full pay period after Council adoption of this successor agreement and a second \$500.00 one-time lump sum payment the first full pay period in January 2022 for only those employees in the Accounting Office Specialist III classification. Such payments are subject to applicable payroll taxes and will not be considered pensionable salary. At the time of each payment, employee must be still employed by the City and must still be in the Accounting Office Specialist III classification. Employees working less than full-time (40 hours per week, 2,080 hours per year) shall receive a pro rata share of the one-time lump sum payment based on the number of hours they are assigned to work. For example, an employee working 30 hours per week, shall receive 75% of the one-time lump sum payment (\$375 effective the first full pay period after Union ratification and Council adoption of this successor agreement and \$375.00 the first full pay period in January 2022).

**1.15.1 Salary Resolution**

Effective the first full pay period in July 2021 after Council adoption on its regular agenda, the salary ranges for those classifications covered by this Manual shall receive a salary increase of four percent (4.0%).

Effective the first full pay period in July 2022, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall be increased by three percent (3.0%)

Effective the first full pay period in July 2023, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall be increased by one percent (1%).

Effective the first full pay period after City Council adoption on its regular agenda, a onetime non-pensionable lump sum payment of \$1,000.00 for each career bargaining unit employee shall be conferred. Eligible employees must be current City employees in paid status for the full pay period this lump sum is conferred and shall not apply to unit members who are in unpaid status. Such payment shall be subject to required payroll tax deductions. The parties agree that this

lump sum provision does not create or bind the City to any precedent or past practice.

## **ARTICLE 2 - PROBATIONARY PERIOD**

### **2.1 Length of Probationary Period**

All original and promotional appointments to positions in the career service shall be tentative and subject to a probationary period. The length of the probationary period shall be determined for each class by the City Council. However, the length of the probationary period shall not be less than six months of actual service (1040 hours) or more than two years of actual service (4160 hours). A six (6) month probationary period must be completed in no more than one (1) year. A one (1) year probationary period (2080 hours) must be completed in no more than two (2) years. A two (2) year probationary period must be completed in no more than three (3) years. A current schedule of probationary periods for unrepresented classes is appended to this Manual, as shown in Appendix, Section 13.16 (Probationary Periods for Unrepresented Classifications).

### **2.2 Objectives of Probationary Period**

The probationary period shall be regarded as a part of the selection process and shall be used to closely observe and evaluate the employee's work, to secure the most effective adjustment of a new employee to his or her position, and to eliminate any probationary employee whose performance does not meet the required standards of work.

### **2.3 Rejection of Probationers**

During the probationary period, an employee may be rejected from employment at any time by the City Manager without cause and without the right of appeal.

### **2.4 Rejection during Probationary Promotion**

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he or she was promoted unless charges are filed and he or she is discharged in the manner provided in the Personnel Ordinance and these rules.

## ARTICLE 3 - VACATION

### 3.1 Vacation Leave

All benefitted employees shall be entitled to annual vacation leave subject to the provisions in this chapter.

### 3.2 Vacation Approval

All vacations must be approved, in advance, by the employee's department head, on forms provided by the City.

### 3.3 Vacation Accrual

3.3.1 **Full Time Benefitted Employees:** During the first two (2) calendar years of employment, all full time benefitted employees shall be entitled to take only such annual vacation leave as the employees earn based on their continuous length of service measured from the date of hire. After two (2) years of service, employees may request, and upon approval, take up to a maximum of two (2) weeks of their annual vacation, in advance of actual earning. Approval of requests for advance vacation shall be solely at the discretion of management.

Vacation accrues according to schedules established by the City Council and can vary for different groups of employees. The current vacation schedules for full time unrepresented employees are in the Appendix to this Manual.

3.3.2 **Part Time and Temporary Employees:** Benefitted part-time employees working a minimum of twenty (20) hours per week accrue vacation benefits on a pro rata basis. Employees who work less than twenty (20) hours per week and temporary employees, unless otherwise authorized, do not accrue leave benefits

3.3.3 **Accrual of Vacation Credits:** Vacation leave credits are only accrued for each straight time hour for which the employee is paid.

3.3.4 **Effect of Extended Leave on Vacation Accrual:** An employee who has returned from extended military leave or an extended authorized leave of absence without pay of six (6) months or more or who has been re-employed or reinstated shall be entitled, during the calendar year in which the employee returns to the City service, to earn vacation according to a schedule based upon the total years in the career service with the City and upon the total number of months of actual service with the City during the said calendar year. For succeeding calendar years, the employee's vacation leave shall accrue as provided in this Manual.

**3.3.5 New Hire Vacation Accrual:** For new hires, the City Manager may authorize vacation accrual at a higher rate, up to the maximum accrual rate, depending upon the paid leave accrual of the potential employee at his or her present employer. The new hire must be able to document his or her current paid leave accrual, which has been earned for general use, such as vacation. The waiting period to advance to the next accrual rate would be the actual number of years between the respective accrual levels.

### **3.4 Vacation Scheduling**

The times during the calendar year at which an employee shall take his or her vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that a department head cannot permit the employee to take an annual vacation leave or any part of such leave within a particular calendar year, the employee may accrue vacation according to Section 3.3 (Vacation Accrual) of this Manual.

### **3.5 Maximum Vacation Accumulation**

Employees may defer vacation earned up to a maximum cumulative total of eight (8) weeks. An employee who has attained maximum accumulation may be required to take all excess earned vacation at the option of the City. Not later than October 1 of each year, the City will advise employees who have attained a maximum accumulation of vacation whether such excess earned vacation must be scheduled as time off prior to March 31. Such time off shall be scheduled in accordance with the provisions of Section 3.2 (Vacation Approval).

The City shall require all employees to reduce their accrued vacation balances to no more than 320 hours, as of the last pay period in February of each year. To effectuate the requirement that employees not accrue more than 320 hours vacation leave, no later than November 15 of each year the City will provide Department Heads with a report identifying all employees who have accrued two hundred and eighty (280) hours of vacation leave and appear in danger of exceeding the 320 hour limit.

Employees who have accrued 280 hours of vacation leave, as of that date, will be advised by their supervisor that they must take vacation leave to reduce their vacation leave accrual by February of the following year.

Supervisors should be flexible in granting employee vacation requests to those employees above, or approaching the 320 hours limit, and further, that with regard to employees who are in danger of exceeding the 320 hour limit, no vacation request by such an employee shall be unreasonably denied. If an employee who is in danger of exceeding the 320 hour limit fails by December 31 to schedule a vacation to be taken before the last pay period in February, the City has the



authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation.

If, due to operational necessity, a department head denies an employee vacation leave and does not provide the employee with an alternate vacation date, and as a result causes the employee to exceed the 320 vacation leave limit, said employee shall nonetheless be entitled to use that vacation leave in the next calendar year to the extent necessary to reduce their accrued vacation to not more than 320 hours. Under no circumstances will the City liquidate any vacation leave balances for any employee during employment.

### **3.6 Vacation Leave before Retirement**

Accumulated vacation shall not be used immediately prior to retirement, which has the effect of extending the date of retirement, but shall be paid out in full upon retirement.

### **3.7 Vacation Leave in Lieu of Sick Leave**

Except for absences that qualify for benefits under Administrative Regulation 2.4 (Family Care Leave) Vacation leave shall not be used in lieu of accrued sick leave for absences due to illness. If accrued sick leave is exhausted, vacation leave may be used for absences due to illness, only if such leave is approved by the employee's department head.

### **3.8 Payout upon Termination or Extended Unpaid Leave**

Upon termination, including death, extended military leave or other extended leave without pay, an employee or his or her estate shall be paid for all accrued unused vacation leave at the employee's base rate at the time of his or her termination, and such employee or his or her estate shall reimburse the City for any vacation leave taken before it had accrued, in accordance with provisions established by the City Manager.

### **3.9 Holidays Occurring during Vacation**

If an observed City holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period.

## **ARTICLE 4 - SICK LEAVE**

### **4.1 Eligibility**

All full-time benefitted employees are eligible for one (1) sick leave day (eight [8] hours) per month of service, except that the Police Chief hired before September 11, 2012 is eligible for two (2) sick leave days for each month of service during the twenty-first (21) year of employment and thereafter. Employees in the classifications of Fire Chief and Deputy Fire Chief shall be credited with two (2) sick leave days for each month of service during the seventeenth (17<sup>th</sup>) year of employment and thereafter. Part time benefitted employees are eligible to accrue sick leave on a pro rata basis.

### **4.2 Sick Leave Not a Privilege**

Sick leave shall not be considered a privilege, which an employee may use at his or her discretion, but shall be allowed only in the case of his or her sickness or disability or in the case of illness within the defined family of the employee.

### **4.3 Family Sick Leave**

As of January 1, 1999, employees may use up to fifteen (15) working days of accrued sick leave in a calendar year to care for a family member, limited to one of the following: a legal dependent, parent, spouse, son, daughter or domestic partner.

### **4.4 Notice to Department Head**

In order to qualify for sick leave benefits, the employee shall notify his or her department head or designee prior to or within two (2) hours after the time set for the beginning of the employee's daily duties, or as otherwise required by the department head. Leave for non-emergency medical appointments shall be requested in advance of the workday.

### **4.5 Medical Verification**

The City of Berkeley retains the right to request a verification from a licensed medical practitioner under appropriate circumstances which include (1) showing that an employee's illness or disability has started or ended, before the City will allow an employee to take a leave or to return from leave, (2) showing regular updates during a medical leave of absence regarding the employee's medical status and the date the employee expects to return to work, (3) where reasonable cause exists to believe that the employee is not medically fit to perform the essential functions of the job or that the employee cannot perform the job without endangering the health and safety of the employee or others, and (4) where reasonable cause exists to believe that the employee is abusing sick leave or family sick leave. Sick leave pay may be withheld if a satisfactory verification is not received.

#### 4.6 Injury Incurred in Outside Employment

No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that the injury is covered by California's workers' compensation law or by provisions of the other employer granting payment for time off because of the injury. In the event the injury is not covered either by the workers' compensation law or by the other employer's provisions, sick leave will be granted in accordance with this chapter only if the outside employment had been authorized by the City before the injury occurred

#### 4.7 Bonus for Unused Sick Leave

For every six (6) months of perfect attendance, the employee will receive eight (8) hours of bonus time. "Perfect attendance" means the employee has not received sick leave or salary continuation benefits and has not taken or been placed on leave without pay. Benefitted part time employees will receive sick leave bonus time on a pro rata basis. Sick leave bonus can be used for any leave purpose authorized by this Manual.

#### 4.8 Accumulation of Sick Leave

Employees may accumulate sick leave up to a maximum of two hundred (200) days (1600 hours) except for the classifications named below.

The Police Chief and Fire Chief may accumulate sick leave in excess of the 1600-hour limit by 100 hours per year.

#### 4.9 Payout for Excessive Sick Leave for Employees Hired on or Before June 30, 2013

All employees, except employees in the classification of Deputy Fire Chief hired on or before June 30, 2013 in the career service who regularly work one-half time or more who have attained the two hundred (200) day maximum sick leave accumulation shall be entitled to receive payment for one-third (1/3) of the first twelve (12) days of sick leave days (or if earning sick leave at the rate of two (2) working days each month of service, one-third (1/3) of the first twenty-four (24) days of sick leave days), for which sick leave days they become eligible, they do not use and they would otherwise forfeit because of the two hundred (200) day maximum limitation. Determination of eligibility for such payment shall be made on an annual calendar year basis, and payment for such sick leave for any calendar year shall be made not later than the first full pay period in January. Such payment shall be at the employee's salary rate in effect on the preceding December 31, and shall be made only in units of whole days and will not be made for any fraction of a day.

4.9.1 **Deputy Fire Chief:** For employees in the classification of Deputy Fire Chief, the following provisions shall apply. In each year following that 1200 hour base year, the employee may, on a form provided by the City, elect to receive pay for excess sick leave or may elect to increase his or her sick leave accumulated base by the 96 hours and take any additional

excess sick leave in pay at the following prescribed rate: employees who choose to increase their sick leave accumulated base by the 96 hours will receive 50% pay off rate in March; employees who choose to receive pay out for excess sick leave over the base, and do not exercise the option of increasing their accumulated sick leave base by 96 hours in any particular year, will be paid for excess sick leave at the 38% pay off rate in March.

Forms, provided by the City along with projected excess sick leave balances, shall be distributed to affected employees by February of each year and shall be returned to the City by February 15th. If an employee uses part of an established "sick leave maximum accumulation level", the employee may replenish the used portion at the applicable rate.

Determination of eligibility for such payment shall be made on an annual basis, and payment for such sick leave for any calendar year shall be made during the month of March each year. Such payment shall be made at the employee's regular monthly salary rate in effect on the last day of the first pay period to end in March. An employee shall be eligible for this provision whether or not the employee is on the payroll as of the last day of the first pay period to begin and end in March.

- 4.9.2 **Police Chief and Fire Chief Hired on or before June 30, 2013:** For the Police Chief and Fire Chief hired on or before June 30, 2013, the maximum sick leave accrual allowed shall be adjusted at the rate of 100 additional hours per year above the 1600-hour limit. The employee may elect to receive pay for the excess sick leave or may elect to increase the base by 100 hours, in each subsequent year. Payment for excess sick leave is prescribed at 1/3 of the excess leave balance.

#### 4.10 Effect of Leave without Pay on Sick Leave Accrual

Sick leave will not accrue during any period of absence without pay. Sick leave credits are accrued on the basis of actual straight time hours worked or paid, based on a forty-hour workweek.

#### 4.11 Accrued Sick Leave Canceled Upon Termination

Except as otherwise provided under the CalPERS conversion of sick leave retirement credit benefit (California Government Code Section 20965) and the other exceptions set forth below, all accrued sick leave shall be canceled upon termination of an employee. Such leave shall be credited back to the employee if the employee returns to City employment within two (2) years of termination except as otherwise provided by the City Council, or within three (3) years of termination if re-employed under the City's Layoff Policy provided in this Manual.

- 4.11.1 **CalPERS Miscellaneous Members, Chief of Police Hired on or before June 30, 2013 Sick Leave Payout:** For CalPERS

Miscellaneous members and Chief of Police hired on or before June 30, 2013 who voluntarily separate from service with a vested pension and at least twenty (20) years of benefitted City of Berkeley service or to employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City shall be entitled to liquidate a portion of their accrued but unused sick leave as follows: Upon termination, employees with between twenty (20) years and twenty-eight (28) years of benefitted City of Berkeley service shall be entitled to receive payment in an amount equal to 38% of their accrued sick leave days up to a maximum of two hundred (200) unused sick leave days.

All employees hired on or after July 1, 2013 shall not be eligible for payment of any unused sick leave days.

Employees hired on or before June 30, 2013 who voluntarily separate from service with a vested pension and at least twenty-eight (28) years of benefitted City of Berkeley service or employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City, with at least twenty-eight years of benefitted City of Berkeley service, shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred (200) unused sick leave days. Employees hired on or after July 1, 2013 shall not be eligible for payment of any unused sick leave days.

4.11.2 **Fire Chief and Deputy Fire Chief Hired on or before June 30, 2014 Sick Leave Payout:** For employees hired on or before June 30, 2014 in the classification of Fire Chief and Deputy Fire Chief who retire or voluntarily terminate with twenty (20) years of service or who retire on permanent disability arising out of and incurred in the course and scope of their employment with the City, shall be entitled to receive payment at retirement or termination of unused sick leave days, based on the following schedule:

Number of Days	% of Payment
0-75 Days	38%
75-99 Days	41%
100-124 Days	44%
125-149 Days	47%
150 Days and over	50%

Employees in classifications identified in this Section 4.11.2 (Fire Chief and Deputy Fire Chief Hired on or before June 30, 2014 Sick Leave Payout) hired on or after July 1, 2014 shall not be eligible for payment of any unused sick leave days.

#### **4.12 City of Berkeley Supplemental Retirement Plan [Termination 401(a)]**

Employees who retire on a vested pension shall be eligible to participate in the City of Berkeley Supplemental Retirement Plan. The Supplemental Retirement Plan provides for negotiated required roll-forwards of accrued but unused leave, and also permits the City to do a "tax pick-up" of employee contributions under Section 414(h)(2) of the Internal Revenue Code. A tax pick-up works through an irrevocable payroll deduction authorization, on an individual by individual elective basis, to contribute accrued but unused sick leave, vacation leave, compensatory time, floating holiday and bonus sick leave into an Internal Revenue Code 401(a) defined contribution plan. The Supplemental Retirement Plan Document shall govern administration of the Plan.

#### **4.13 Accrued Sick Leave Applied to CalPERS Retirement Credit**

The conversion of unused sick leave to retirement credit benefit under Government Code Section 20965 offered by CalPERS as an optional benefit to contracting agencies shall be made available to employees who retire with a vested pension.

#### **4.14 Sick Leave Benefits and State Disability Insurance**

Employees may use their accrued sick leave benefits during the normal seven day period before the eligible employees are paid benefits from State Disability Insurance. Following the seven day period, an employee will continue to receive accrued sick pay until exhausted and then, upon approval by the department head, accrued vacation or compensatory pay, less the disability benefits actually received.

#### **4.15 Workers' Compensation and Salary Continuation**

Workers' compensation payments shall commence in accordance with State law, on the fourth day following an industrial injury, unless the employee is hospitalized in which case payment commences on the first day of injury. For the purpose of this Section (Workers' Compensation and Salary Continuation), "hospitalized" means confinement.

For all career and regular at-will employees who are receiving or shall receive workers' compensation benefits for an industrial injury, the City will pay retroactive compensation benefits to the eligible employee for the normal three day waiting period before the employee is paid workers' compensation benefits for temporary disability pursuant to California law governing the industrial injury or illness.

Payments under the workers' compensation law for temporary disability or a recurrence thereof arising out of and in the course of employment shall be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay, but shall not exclude any salary adjustments to which the employee is entitled. Thereafter, the employee will continue to receive only the temporary disability payments provided under State law and the City shall cease to pay the difference.

#### **4.15.1 Salary Continuation Benefit**

1. New Accepted Claim with Overlapping Previously Accepted Injury - Where an Employee sustains a subsequent industrial injury as part of a new accepted workers' compensation claim that includes a previously accepted body part in the same five (5) year period, Employee shall be entitled to a period of time not to exceed 183 days of Salary Continuation Benefits.
2. New Accepted Claim with No Overlapping Previously Accepted Injury - Where an Employee sustains another industrial injury resulting in a new accepted workers' compensation claim within the same five (5) year period that does not include a previously accepted body part, the Employee's new accepted claim shall be entitled to a period of time not to exceed 365 days of the Salary Continuation Benefit.
3. New Accepted Claim for Same Previously Accepted Injury after Five (5) Years - Where an Employee sustains an industrial injury to a previously claimed body part after five (5) years from the initial Date of Injury, the Employee shall be entitled to a new period of time not to exceed 365 days of the Salary Continuation Benefit. In effect, after five (5) years from the initial Date of Injury, the benefit resets with respect to a previously claimed body part.
4. Workers' Compensation Medical Appointments and Salary Continuation - For the purposes of the Salary Continuation Benefit, effective January 1, 2019, the City shall calculate absences from work to attend medical appointments for the treatment of an accepted industrial injury in one (1) hour increments for the purposes of running against the maximum 365 days of Salary Continuation.

#### **4.16 Sick Leave Accrual for Department Heads and Deputy City Managers**

At the time of appointment of new hires in regular at-will department head classifications and Deputy City Managers, the City Manager may authorize credit for accrual of sick leave based on sick leave accrual with a prior employer in an amount that does not exceed four weeks of sick leave credit.

## ARTICLE 5 - HOLIDAYS

### 5.1 Holidays

The City observes the following holidays and provides all full time regular, at-will and career employees. Contingent upon agreement by all Employee Bargaining Units, the parties agree that the Lincoln Holiday shall be eliminated and that Cesar Chavez Day – observed on March 31, or on the Monday or Friday closest to March 31 if it falls on a Saturday or Sunday would be added instead.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Malcolm X's Birthday	Monday or Friday nearest May 19
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People's Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas	December 25

### 5.2 Floating Holidays

Full time, regular at-will, and career employees who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. Employees may take floating holidays in one (1) hour increments. Employees who terminate employment within the first six (6) months of initial employment shall not be eligible for payout of any accrued but unused floating holiday.

In the first calendar year of employment, employees shall be granted prorated floating holidays as follows:

Date of Hire	Number of Floating Holidays
Hired January 1 - April 30	3 days
Hired May 1 - August 31	2 days
Hired September 1- December 31	1 day

All use of floating holidays must be approved, in advance, by the employee's department head, on forms approved by the City. The days on which the employee shall take his or her floating holiday(s) shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that a department head



cannot permit the employee to take the floating holiday(s) within a particular calendar year, the employee shall add the unused floating holiday(s) to the employee's accrued vacation according to Section 3.5 (Maximum Vacation Accumulation).

### **5.3 Eligibility**

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workdays before the holiday.

### **5.4 Part-Time Employee Eligibility**

Benefitted part time employees are eligible for holiday benefits on a pro rata basis.

### **5.5 No Work on the Holiday**

Employees in the career service who are not scheduled to work on the day observed as a holiday will be granted an alternative scheduled holiday. The alternative holiday must be scheduled, by the department head, during the same workweek.

### **5.6 Work on the Holiday**

FLSA non-exempt benefitted employees who work on a scheduled holiday shall be paid at one and one-half times their normal base rate for all hours worked or shall be granted the equivalent amount of compensatory time off. In either event, the holiday pay shall be in addition to the employees' regular salary.

## ARTICLE 6 - OTHER PAID LEAVES OF ABSENCE

### 6.1 Family Bereavement Leave

Any benefitted employee who experiences a death in the immediate family is granted death leave of up to three (3) working days for the purpose of attending the funeral or memorial service in the State of California, or up to five (5) working days for the purpose of attending the funeral or memorial service outside the State of California. Employees in the classification of Fire Chief and Deputy Fire Chief shall be granted one week (five (5) consecutive calendar days) for a death in the immediate family whether in state or out of state for the purpose of attending the funeral or memorial service.

For all employees except those employees in the classification of Fire Chief and Deputy Fire Chief, "immediate family" is limited to wife, husband, mother, father, sister, brother, child, grandmother, grandfather, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, dependent or domestic partner. For employees in the classification of Fire Chief and Deputy Fire Chief, "immediate family" is limited to wife, husband, domestic partner mother, father, sister, brother, child, grandmother, grandfather, aunt, uncle mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren or dependent residing within the household.

Bereavement leave will be paid at the employee's normal base rate of pay for the actual time lost and is allowed solely for the purpose of attending funeral or memorial services. The department head may, within his or her discretion, grant the employee additional time off provided that all accrued vacation and/or sick leave shall be used prior to taking a leave of absence without pay for this purpose.

In special cases, with the approval of the department head, the City Manager may grant death leave within his or her discretion to allow an employee to attend a funeral or memorial services because of the death of persons not included within the definition of immediate family.

### 6.2 Jury Duty Leave

Any benefitted employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his or her department head, shall be entitled to be absent with pay from his or her duties with the City during the period of such service and while necessarily being present in court as a result of such call. An employee is required to be present at work when not serving as a trial juror or as a member of a jury selection panel. An employee will notify his or her supervisor of any requirements (on-call status) made by the court that may affect the employee's ability to simultaneously fulfill his or her jury duty service and employment obligations. The employee will keep any payment received for jury service including mileage reimbursement.

### 6.3 Continuing Education Leave

The City will grant a continuing education leave of absence with pay up to forty hours per year to benefitted employees who are required by their employment or continuing employment with the City of Berkeley to pursue course work in order to:

- (a) renew a license issued by the State of California; or
- (b) obtain a license issued by the State of California provided that employees verify to the City that the course work for the initial license was not offered as a part of their basic curriculum.

Upon prior approval of the department head, FLSA non-exempt employees who take required course work during non-scheduled work hours in order to obtain or renew a job-required license shall be allowed time off from work on an hour-for-hour basis without loss of compensation or other benefits.

### 6.4 Administrative Leave Program

The City Manager provides for paid administrative leave to eligible employees as set forth in the Appendix to this Manual. Administrative leave is not charged against other accrued leave balances.

### 6.5 Temporary Employees – Earned Leave

A temporary employee who works one thousand forty (1040) hours or more in a calendar year and is in active employment during December of such year, shall be credited with forty (40) hours of paid time off to be used by such employee in the subsequent calendar year for either paid vacation or paid sick leave. The following conditions shall apply to the use of this earned leave as paid time off:

- a. To qualify for earned leave as vacation, the employee must apply, in writing, to the employee's supervisor at least thirty calendar days in advance of the desired time off. The granting or denial of the requested time off shall be in writing and shall be controlled by program considerations as established by the City.
- b. To qualify for earned as sick leave, the employee must notify the employee's supervisor of an inability to report to work by reason of illness or injury in advance of the scheduled work.
- c. An employee who has any unused earned leave credit shall receive payment for such time upon termination of temporary employment. All credited earned leave not utilized by employees at the end of the calendar year in which the employees are eligible to take such leave will be paid at the end of such year as wages and this earned leave shall not be accumulated from year to year.

## 6.6 Abolishment of Temporary Employees – Earned Leave

Effective July 1, 2015, Section 6.5 (Temporary Employees – Earned Leave) is abolished in its entirety and replaced with the following Section 6.7 (Temporary Employees Sick Leave).

## 6.7 Temporary Employees Sick Leave

Effective January 1, 2015, Temporary Employees who have been employed for at least 90 days on July 1, 2015 are eligible to accrue and use sick leave based on hours worked after July 1, 2015 as provided in Section 6.8 (Sick Leave Accrual) below.

## 6.8 Sick Leave Accrual

Effective July 1, 2015, once a temporary employee works for 30 days within a calendar year, the employee shall be eligible to accrue one (1) hour of sick leave for every 30 hours worked thereafter, to a maximum accumulation of 48 hours. Once an employee accrues 48 hours sick leave, the employee shall not accrue any additional sick leave hours until his or her sick leave balance is below the maximum of 48 hours. Under no circumstances will an employee be allowed to accrue more than 48 hours sick leave.

## 6.9 Sick Leave Use

Temporary Employees shall be eligible to use sick leave beginning on the 90<sup>th</sup> day of work. Sick leave shall be used in a minimum of two (2) hours increments, and limited to a maximum of 24 hours use each calendar year. Unused accrued sick leave hours shall carry over to the following calendar year. The following conditions shall apply to the use of this sick leave as paid time off:

- a. Sick Leave may be used for the following purposes: Diagnosis, care, or treatment, of an existing health condition or, preventive care for, an employee or an employee's family member; for an employee who is a victim of domestic violence, sexual assault, or stalking. To qualify for earned as sick leave and if the need for sick leave is foreseeable, the employee must notify the employee's supervisor of an inability to report to work in advance of the scheduled work. If the need for sick leave is unforeseeable, the employee shall provide notice to the immediate supervisor of the need for the leave as soon as practicable.
- b. All accrued and unused sick leave shall be cancelled upon separation/termination of employment. Such previously accrued and unused sick leave shall be credited back to the employee if the employee returns to City employment within one (1) year from the date of separation.

## ARTICLE 7 - LEAVES OF ABSENCE WITHOUT PAY

### 7.1 Power to Grant Leave

The City Manager shall have the power within his or her sole discretion to grant leaves of absence, with and without pay.

### 7.2 Authorized Leave Without Pay

Upon request of the employee, a department head may grant or deny a leave of absence to an employee within his or her department without pay for a period not to exceed thirty working days. No leave without pay shall be granted for more than thirty working days except upon written request of the employee and written approval of the City Manager.

7.2.1 **Required Exhaustion of Accrued Leave:** In the event of an authorized absence due to illness, the employee must use all accrued sick, compensatory and vacation leave prior to receiving authorization for leave without pay. In the event of personal leaves not related to sickness, the employee must use all accrued compensatory and vacation leave prior to receiving authorization for leave without pay. However, employees in the classifications of Legislative Assistant and Assistant to the Mayor are not required to use all accrued compensatory and vacation leave prior to receiving authorization for leave without pay for the employee's respective appointing Councilmember or the Mayor. This subsection does not apply to parental leave or to the exhaustion of sick leave by employees in the classification of Deputy Fire Chief as referenced in Section 7.2.2 (Fire Chief and Deputy Fire Chief Use of Sick Leave), below.

7.2.2 **Fire Chief and Deputy Fire Chief Use of Sick Leave:** In the event of illness or injury of an employee in the classification of Fire Chief and Deputy Fire Chief requiring the use of sick leave, the employee has the option to notify the City in writing that he/she wishes to freeze the use of sick leave after thirty (30) days, prior to receiving authorization for leave without pay, in order to utilize the International Association of Fire Fighters sponsored Long Term Disability benefit.

7.2.3 **Grounds for Discharge:** Failure on the part of an employee to report to work promptly at the expiration of the authorized leave without pay will result in discipline up to and including termination.

### 7.3 Unauthorized Leave of Absence

All paid and unpaid leaves of absence must be approved in accordance with the applicable sections of this Manual. Any absence on the part of the employee who has failed to obtain such approval or failure of an employee to report for duty without appropriate authorization as required by each department will result in the employee being placed on unauthorized leave of absence without pay.

7.3.1 **Grounds for Discharge:** Unauthorized leave of absence without pay shall be cause for disciplinary action up to and including termination.

#### 7.4 Parental Leave

Any employee with one or more years of benefitted employment with the City of Berkeley shall be entitled to up to one year of parental leave upon the birth of a child or the adoption of a child who is five years or younger as provided in Administrative Regulation 2.4 (Family Care Leave).

#### 7.5 Family Care Leave

The City will fully comply with the requirements of the state and federal law regarding pregnancy disability leave and medical/family illness/child care leave where their provisions are more generous than those provided elsewhere in this Manual or Administrative Regulation 2.4 (Family Care Leave). Leaves under this Section 7.5 (Family Care Leave) and Section 7.4 (Parental Leave) and as provided in Administrative Regulation 2.4 may not be combined to yield a larger amount of leave than the state or federal maximums and may not be combined to exceed the maximum one year period of parental leave provided by the City of Berkeley.

#### 7.6 Military Leave

Employees will be granted a leave of absence without pay with appropriate seniority, pay, status and vacation as required by law for the purpose of fulfilling any required military obligation.

## ARTICLE 8 - EMPLOYEE FRINGE BENEFITS

### 8.1 Group Medical-Dental Insurance Benefits

Benefitted employees and their dependents may participate in the City's group medical and dental benefits, which are summarized in the Appendix.

8.1.1 **Part Time Employment:** All benefitted employees who work a minimum of twenty hours, but less than forty hours per week, qualify to receive prorated health and dental benefits and shall pay a pro rata portion of the health and dental insurance premiums. Full time career employees who accept part time employment in lieu of layoff shall continue to receive full health and dental benefits paid by the City.

8.1.2 **Medical Plan for Part-Time Employees:** Effective November 1, 2016, the City will pay 75% of the cost of the medical plan which is fully paid for full-time employees for those benefitted part-time employees who work twenty (20) to twenty-nine (29) hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for benefitted full-time employees for those part-time employees who work thirty (30) or more hours per week.

8.1.3 **Medical Contribution Executive Managers:** Effective July 1, 2019, the City Manager, Deputy City Manager, and all department heads shall pay fifty dollars (\$50.00) per month via pre-tax payroll deduction toward their health premium, and the City will pay an amount equal to the balance of the Kaiser monthly premium rate for the employee's applicable single, two-party, or family employee category.

### 8.2 Life Insurance

The City provides basic group life insurance coverage by a carrier of the City's choice to all benefitted employees and pays the full amount of the life insurance coverage. The City also provides the option to benefitted employees to purchase additional coverage, at their own expense. A summary of the terms of the life insurance coverage is in the Appendix.

### 8.3 Hourly Rated Employees in Lieu of Benefits

Except for employees in the Aquatics Specialist II and Senior Aquatics Specialist classifications, the Salary Resolution shall provide that hourly-rated employees working in career benefitted classifications will receive an additional seven percent (7.0%) in lieu of benefits.

### 8.4 Public Employees Retirement System:

8.4.1 **Participation:** The City shall continue to participate in the Miscellaneous Employees Plan, the Safety Fire Plan and the Safety

Police Plan of the California Public Employees Retirement System ("CalPERS"). All benefitted employees shall participate in one of these plans.

8.4.2 **"Classic Employees" Definition:** Classic Employees are defined as current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

8.4.3 **CalPERS Retirement Formula for Miscellaneous Employees "New Members" as Defined under PEPRA:** Miscellaneous Employees "New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2% at age 62 retirement formula with the highest three (3) year average compensation as set forth in PEPRA.

8.4.4 **CalPERS Miscellaneous Employees Retirement Formula and Employer Paid Member Contribution for Classic Employees:** Effective January 1, 2003, the City amended its Miscellaneous Employees Plan contract with CalPERS to provide the 2.7% at age 55-retirement formula benefit improvement and the City's contribution to CalPERS on behalf of Miscellaneous employees increased from 7% to 8%. Effective July 3, 1994, contributions made pursuant to this Section shall be reported to CalPERS as "special compensation" as provided in Government Code Section 20636(c)(4) pursuant to Section 20691. Said contributions shall not apply in the case of temporary or provisional employees.

The contributions in Section 8.4.4 (CalPERS Miscellaneous Employees Retirement Formula and Employer Paid Member Contribution for Classic Employees) shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked or for other differentials; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed therefore.

8.4.5 **Miscellaneous Employees Classic Employee Pension Contribution through a 20516 Contract Amendment**



- 8.4.5.1 **June 4, 2017:** Effective June 4, 2017, Miscellaneous employees will contribute one percent (1%) toward the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions via automatic payroll deduction on a pre-tax basis. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 8.4.5.2 **December 31, 2017:** Effective December 31, 2017, Miscellaneous employees will contribute an additional seven percent (7%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions on a pre-tax basis, for a total of eight percent (8.0%), via automatic payroll deduction on a pre-tax basis. Such employee deductions by the City shall be used towards the City's CalPERS required contributions. The parties recognize that the Employer Paid Member Contributions (EPMC) shall remain in effect as long as the CalPERS amendment stays in effect.
- 8.4.5.3 If legislation is enacted requiring employers under the CalPERS retirement system to pay all of the employee's share of retirement, thus eliminating the Employer Paid Member Contribution, the City may convert the employee's contribution to the employer's share under this Section 20516 CalPERS contract amendment to the employee's share toward retirement and may continue to pay the 5.58% wage increase provided on December 31, 2017 associated with the CalPERS swap for Miscellaneous Classic Employees.

#### 8.4.6 **Miscellaneous New Members' Pension Contribution**

- 8.4.6.1 Miscellaneous New Members as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall continue to pay 50% of the Normal Cost required under PEPRA.
- 8.4.6.2 **June 4, 2017:** Effective June 4, 2017, in addition to the contribution in Section 8.4.6.1, Miscellaneous New Members shall contribute one percent (1.0%) toward the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allow such contributions as pre-tax via automatic payroll deduction. Such employee deductions by the City shall be used toward the City's CalPERS required contributions.
- 8.4.6.3 **December 31, 2017:** Effective December 31, 2017, in addition to the contributions in Sections 8.4.6.1 and 8.4.6.2 above,

Miscellaneous New Members shall contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions as pre-tax, for a total of eight percent (8.0%) via automatic payroll deduction. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.

8.4.6.4 Miscellaneous New Member contributions in Sections 8.4.6.2 and 8.4.6.3 to the CalPERS 20516 employee contributions towards the employer rate are in addition to the required 50% of the normal share of cost of "New Members" (required pursuant to PEPRA). ~~B~~benefits and made in consideration of additional salary increases effective June 4, 2017 and December 31, 2017 and set forth in the Salary Resolution (a total of 5.58% in exchange for employees paying an additional eight percent (8.0%) towards CalPERS pension costs).

8.4.6.5 Miscellaneous New Member contributions in Sections 8.4.6.2, 8.4.6.3, and 8.4.6.4 to the CalPERS 20516 employee contributions towards the employer rate will be amended and reduced as follows:

8.4.6.5.a

- FY2021-22: 1% (Effective as soon as administratively possible following adoption of successor contract by the City Council)
- FY2022-23: 1% effective July 1, 2022
- FY2023-24: 1% effective July 1, 2023
- FY2024-25: 2% effective July 1, 2024
- FY2025-26: 2% effective July 1, 2025
- FY 2026-27: 1% effective July 1, 2026

8.4.6.5.b No change to Classic members' contributions during the contract term.

8.4.7 **Public Safety CalPERS Retirement Formula for "New Members" as Defined Under PEPRA:** Public Safety "New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2.7% at age 57 retirement formula with the highest three (3) year average compensation as set forth in PEPRA.

8.4.8 **Public Safety Classic Employees CalPERS Retirement Formula:** The City agrees to provide the 3% at age 50-retirement formula benefit improvement (December 22, 2000 for Classic Fire Safety; and July 7, 2002 for Classic Police Safety hired prior to December 28, 2011).

For Classic Police Safety Employees hired on or after December 28, 2011, the City provides the 3% at age 55-retirement formula benefit.

- 8.4.9 **Public Safety Fire Classic Employees' CalPERS Pension Contribution:** On July 1, 1994, the City increased the base salary of Classic Employees participating in the Safety Fire Plan, in the amount of nine percent (9%). Employees then assumed, and shall continue to assume responsibility for payment of the normal employee retirement contribution to CalPERS. The City shall designate such payments as an Employer Pickup as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code. The employee contributions shall be made through automatic payroll deduction.

**Cost Share:** Effective November 8, 2015 (the first full pay period after Council approval of this Unrepresented Employee Manual), Public Safety Fire Classic Employees shall contribute two percent (2%) toward the City's CalPERS employer contribution rate via automatic payroll deduction on a pre-tax basis.

- 8.4.10 **Public Safety Police Classic Employees' CalPERS Pension Contribution:** On July 1, 1994, the City increased the base salary of Classic Employees participating in the Safety Police Plan, in the amount of nine percent (9%). Employees then assumed, and shall continue to assume responsibility for payment of the normal employee retirement contribution to CalPERS. The City shall designate such payments as an Employer Pickup as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code. The employee contributions shall be made through automatic payroll deduction.

Effective January 3, 2016, Police Public Safety Classic Employees shall contribute one percent (1%) toward the City's CalPERS employer contribution rate via automatic payroll deduction on a pre-tax basis. And, effective July 3, 2016, Police Public Safety Classic employees shall contribute an additional one percent (1%), for a total of two percent (2%) toward the City's CalPERS employer contribution rate via automatic payroll deduction on a pre-tax basis.

- 8.4.11 **Public Safety Fire New Members CalPERS Pension Contribution:** Public Safety Fire New Members hired on or after January 1, 2013 shall pay fifty percent (50%) of the normal share of cost as required pursuant to PEPPRA.

**Cost Share:** Effective November 8, 2015 (the first full pay period after Council approval of this Unrepresented Employee Manual), Fire New Members shall also contribute an additional two percent (2%) of pensionable compensation, in addition to the PEPPRA mandated 50% of

the normal share of cost, toward the City's CalPERS employer contribution rate through automatic payroll deduction on a pre-tax basis

- 8.4.12 **Public Safety Police New Members CalPERS Pension Contribution:** Public Safety Police New Members New Members hired on or after January 1, 2013 shall pay fifty percent (50%) of the normal share of cost required by PEPRRA.

**Cost Share:** Effective January 3, 2016, Public Safety Police New Members shall also contribute one percent (1%) of pensionable compensation (in addition to contributing 50% of the normal share of cost) towards the City's CalPERS employer contribution rate through automatic payroll deduction on a pre-tax basis. And, effective July 3, 2016, Police Public Safety New Members shall contribute an additional one percent (1%), for a total of two percent (2%), in addition to the PEPRRA mandated 50% of the normal share of cost, toward the City's CalPERS employer contribution rate through automatic payroll deduction on a pre-tax basis.

- 8.4.13 **CalPERS Options Available to Berkeley Employees:** The City's contract with CalPERS includes the following optional benefits:

- a) Classic Employees Only - One-Year Final Compensation as provided in Section 20042 (July 9, 1978 for Miscellaneous; July 22, 1976 for Fire and Police).
- b) Post Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 (December 16, 1973 for Miscellaneous; March 1, 1973 for Fire and Police).
- c) Post Retirement Survivor Allowance to Continue after Remarriage as provided in Section 21635 (July 18, 1986).
- d) Credit for Unused Sick Leave as provided in Section 20965 (June 26, 1988).
- e) 1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Section 21580 (December 16, 1973 for Miscellaneous; March 1, 1973 for Fire and Police).
- f) Third Level of 1959 Survivor Benefits as provided in Section 21573 (November 28, 1996).

- g) Fourth Level of 1959 Survivor Benefits as provided in Section 21574 for Police Safety only (October 15, 1998).
- h) Military Service Credit as Public Service as provided in Section 21024 (April 9, 1999 for Miscellaneous; July 14, 2000 for Fire; November 6, 1998 for Police).
- i) Public Service Credit for Peace Corps or America Corps: Vista Service as provided in Section 21023.5. (April 14, 2000).
- j) Classic Fire - 3% @ 50 for Local Safety Members as provided in Section 21362.2 for Fire members only, (December 22, 2000); and for Police members only (July 7, 2002.).
- k) Classic Police Hired Prior to December 28, 2012: 3% @ 50 for Local Safety Classic Members as provided in Section 21362.2 for Police members only (July 7, 2002).
- l) Classic Police: 3% @ 55 for Local Safety Classic Members as provided in Section 21363.1 for Police members only (December 28, 2012).
- m) Classic Miscellaneous: 2.7% at age 55 for miscellaneous members as provided in Section 21354.2 on January 5, 2003.
- n) New Members Miscellaneous: 2% at age 62 for Miscellaneous New Members as defined by PEPRA on January 1, 2013.
- o) New Members Police and Fire: 2.7% @ 57 for Local Safety New Members as defined by PEPRA (January 1, 2013).
- p) Indexed Level of 1959 Survivor Benefits as provided in Section 21574.5 for Fire Safety only (June 13, 2003).

8.4.14 **Unused Sick Leave Conversion:** The conversion of unused sick leave to CalPERS Retirement Credit for Unused Sick Leave under Government Section 20965 shall be made available to qualified retiring employees. This allows employees to convert unused accumulated sick leave at time of retirement, for which the employee receives no compensation, to additional service credit at the rate of 0.004 year of service credit for each day. This credit applies to qualified employees whose effective date of retirement is within four months of separation

from employment. The CalPERS sick leave conversion applies to accumulated sick leave, exclusive of the amount of accumulated sick leave paid out to the employee pursuant to Section 4.11 (Accrued Sick Leave Cancellation Upon Termination), of this Manual.

- 8.4.15 **Retirement Benefit Allowance:** CalPERS retirement benefits are calculated on a formula based on the participating employee's years of service, age at retirement, and percentage of highest year compensation. For employees participating in the Local Miscellaneous Employees Plan, the percentage is 2.7% at age 55 effective January 5, 2003. For Classic Employees participating in the Fire Safety Employees Plan, the percentage is three percent (3%) at age 50 effective December 22, 2000. For Classic Employees participating in the Police Safety Employees Plan, the percentage is three percent (3%) at age 50 effective July 7, 2002. For Classic Employees participating in the Police Safety Employee Plan effective December 28, 2012, the percentage is three percent (3%) at age 55.

## 8.5 Supplementary Retirement and Income Plans

In lieu of participating in the Federal Social Security Program, the City provides a supplemental retirement and income plan to most benefitted employees. There are three supplementary retirement and income plans: Supplementary Retirement and Income Plans I, II and III ("SRIP I, II and III"). The City's contributions to these plans on behalf of participating employees is not subject to income tax until it is paid out to the employees upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

- 8.5.1 **SRIP I:** In SRIP I, the City contributes 5.7% of the participating employee's salary (up to a maximum annual salary of \$32,400) into an investment account and 1% into a long term permanent disability plan. SRIP I was closed to new participants on July 22, 1988.
- 8.5.2 **SRIP II:** In SRIP II, the City contributes 6.7% of the participating employee's salary (up to a maximum annual salary of \$32,400) into an investment account and pays into a disability insurance benefit plan on the employee's behalf; and employees may also borrow up to 50% of the balance in their SRIP II investment accounts, subject to certain limitations. All employees, including the Fire Chief, hired (or who are subsequently enrolled by resolution of the City Council) after July 22, 1988 are automatically enrolled in SRIP II.

The Deputy Fire Chief is enrolled, effective July 1, 1993.

- 8.5.3 **SRIP III:** For eligible Police Safety employees, the City contributes 2% of the employee's salary (up to a maximum annual salary of \$32,400) into the investment account, SRIP III.

## 8.6 Deferred Compensation

Benefitted City employees are eligible to participate in the City's Deferred Compensation Plan through voluntary payroll deductions from the employee's salary. The Deferred Compensation Plan allows employees to defer part of their salaries, in accordance with Internal Revenue Service limits, to a separate fund, which is not subject to income tax until it is paid out to the employee upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

## 8.7 PARS

At-will employees who are not eligible to receive fringe benefits under this chapter are automatically enrolled in the Public Agency Retirement System ("PARS"). Each pay period, such employee shall contribute 3.75% of his or her salary into the employee's PARS account on a tax deferred basis and the City shall contribute a matching amount equaling 3.75 % of the employee's salary. The employee's PARS account balance will be distributed to the employee upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

## 8.8 Public Safety Uniform Allowance

Due to the requirement for sworn fire and police department management personnel to wear standard and dress uniforms in the performance of their duties, the City Manager may provide for the payment of uniform allowance, in keeping with the allowance provided to other fire and police personnel, as shown in the Appendix. The uniform allowance is intended to cover uniform expenses incurred during active service prior to the payment and shall be paid semi-annually, in installments of equal amounts. To comply with CALPERS requirement, Union allowance payments shall be paid over twenty-six (26) equal biweekly installments instead of twice a year payment.

## 8.9 Supplemental Retirement Plan and Trust Agreement

Effective July 1, 2001, the City adopted a Supplemental Retirement Plan and Trust Agreement to provide supplemental retirement income and other benefits for eligible unrepresented career benefitted and regular at-will employees through the liquidation of termination pay. Termination pay means pay due to an eligible unrepresented career benefitted and regular at-will employee from the City on account of termination of his or her employment, but only including the commuted value of the following such accumulated pay: vacation, sick leave, sick leave bonus, compensatory time and floating holidays. The Supplemental Retirement Plan includes both mandatory contributions of termination pay and voluntary contributions for employees who provide the City with an irrevocable payroll deduction authorization at least 90 days in advance of the date of termination.

## **ARTICLE 9 - EMPLOYMENT AT-WILL**

### **9.1 Employment At-Will**

An employee who is employed in a position that is excluded from the career service by Berkeley Municipal Code Section 4.04.120 of the Personnel Ordinance is employed by the City in an "at-will" status. This means that both the at-will employee and the City have the right to terminate employment at any time, with or without advance notice, and with or without cause. No employee or officer of the City of Berkeley has the authority to alter the employee's at-will status or to enter into an oral or written agreement for employment for a specified period of time, or to make any promises, assurances or agreements contrary to this the provisions of this Section.

### **9.2 No Right to Appeal Discharge**

An at-will employee who is discharged has no right of appeal or hearing in any manner provided by this Manual.

### **9.3 Benefits**

Those offices, positions and employments named in the Berkeley Municipal Code, Sections 4.04.120 (A), (B) and (C) who regularly work twenty or more hours per week are classified as regular at-will employees and shall be entitled to those benefits as specified for benefitted employees by this. A list of regular at-will positions entitled to receive such benefits is in the Appendix.

All other offices, positions and employments named in the Berkeley Municipal Code, Section 4.04.120, are not eligible for any benefits provided under these Rules, except those expressly specified for temporary employees, such as the Earned Leave benefit or those required by State or Federal law such as Family Care Leave and enrollment in the City's PARS retirement plan, as provided in this Manual.

### **9.4 Standards of Conduct**

At-will employees are subject to the same standards of conduct that prevail over employees in the career service. Any evaluations, warnings or disciplinary action provided to at-will employees regarding their conduct or job performance does not create any obligation or duty on the City's part to provide a warning or evaluation or corrective progressive discipline prior to discharge and in no way negates or otherwise abrogates the City's right to discharge at-will employees for any reason without notice at any time during their employment and without right of appeal.

### **9.5 Transfer or Appointment of Career Employee to an At-Will Position**

Any employee in the career service who accepts a transfer or appointment to an at-will position shall be reinstated to the career position from which he or she was transferred or appointed if within six months after such transfer or appointment, action is taken to dismiss the employee, unless charges are filed and the employee



is discharged in accordance with these Rules. After expiration of the six month period, the employee is excluded from the career service and from any retreat rights to former career positions and is subject to termination at any time, with or without advance notice, with or without cause, and without the right of appeal.

## **ARTICLE 10 - LAYOFF POLICY AND PROCEDURE**

### **10.1 Statement of Intent**

This layoff policy is intended to provide the maximum employment protection to employees in the career service and to minimize the impact on the City's affirmative action accomplishments should a layoff become necessary.

### **10.2 Announcement of Layoff**

The City Council, City Manager and department heads shall make every reasonable effort to manage and budget the City's resources effectively, and to plan for the delivery of City services in a manner which will avoid the necessity to lay off career City employees. A reduction in the workforce for more than thirty calendar days is necessitated by, but not limited to, the following a material change in duties and organization, adverse working conditions, return of employee from leave of absence, or shortage of work or fund. In the event of a layoff, the City Manager shall notify the Director of Human Resources of the intended action and the reason for the layoff.

### **10.3 Vacancy Freeze**

Immediately following a decision which may involve the potential layoff of career City employees, the City Manager shall freeze all current City vacancies in the career service in similar and related classes to those likely to be targeted for layoff. The City Manager shall notify the department heads of a freeze of vacancies in their departments and shall require that requisitions continue to be submitted for any budgeted positions which the department head intends to fill and for which funding is available.

### **10.4 Seniority Service Date**

All service in the employ of the City shall be counted toward the establishment of an employee's Seniority Service Date, including permanent, probationary, provisional, temporary, part time (on a prorated basis), seasonal, regular at-will employment, and approved military and parental leaves of absence. All other leaves without pay, including time off as a result of formal disciplinary action will be subtracted from the Seniority Service Date.

### **10.5 Establishment of Seniority Lists**

Layoffs shall be made according to City-wide class Seniority Lists which the Human Resources Department will immediately establish for probationary and permanent employees in each class targeted for layoff. The names of all City employees holding permanent and probationary appointments in a given class will be listed on the appropriate list in descending order by Seniority Service Date.

Probationary or permanent employees temporarily acting out of class and holding a provisional appointment in another class will be listed on the Seniority List of the class in which they hold permanent or probationary status.

## 10.6 Order of Layoff

Employees within a specific class shall be laid off on the basis of their Seniority Service Date; i.e., employees with the least amount of total service shall be laid off first. All emergency, temporary and provisional employees working in classes similar to those identified for layoff must be terminated prior to the layoff of probationary and permanent employees. Probationary employees will be laid off prior to permanent employees for a specific class.

10.6.1 **Tie:** If two or more employees on a Seniority List have an identical Seniority Service Date, the tie shall be broken in the following order: (1) time in class--the employee having least time in the class shall be laid off first, and (2) by lot.

10.6.2 **Administrative & Fiscal Services Manager Position in the Berkeley Public Library:** This is a specialty designated position within the Administrative & Fiscal Services Manager classification, and will be treated as a separate classification for the purpose of administering the Layoff Policy and Procedure.

## 10.7 Notification

Permanent and probationary employees should be notified individually, in writing, of pending layoffs as soon as possible, with no less than thirty calendar days notification if targeted for termination or retreat to a lower class.

All other employees to be laid off shall be given, whenever possible, at least a fourteen (14) calendar day prior notice.

## 10.8 Employee Retreat Rights

A probationary or permanent employee affected by layoff shall have the right to displace an employee in a lower level class in which the affected employee once had permanent status or in a subsequently created intermediate level career class which provides normal progression through the class series. Retreat rights shall also extend to employees who have not previously been promoted through a class but for whom the class is a natural progression or beginning in the class series. Retreat rights into a lower class will be granted in order of the highest seniority date on the Seniority List for employees in that class.

10.8.1 **Qualified to Retreat into More than One Classification:** When an employee is qualified to retreat into more than one class, the options shall be discussed with the employee and due consideration given to the employee's preferences. However, it is the prerogative of the City Manager to determine the final placement offer to the employee

10.8.2 **Salary Step:** Employees retreating to a lower class or being flexibly placed in a similar class shall be placed at the salary step representing

the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

- 10.8.3 **Reinstatement after Transfer:** An employee whose position is abolished and is transferred in lieu of layoff shall have the right to return to the position if it is restored within one year of the date of the transfer.

## 10.9 Flexible Placement Program

After all frozen vacant positions have been filled by employees entitled to retreat rights under Section 10.8 (Employee Retreat Rights) of this chapter, the Human Resources Department will review and identify the remaining frozen vacant classes into which career employees targeted for layoff who have not retreated into a lower class may be placed on the basis of total experience and education.

- 10.9.1 **Failure to Meet Minimum Requirements:** Where the targeted employee does not meet the minimum qualifications of a frozen vacant position, the City Manager has the discretion to either waive the minimum qualifications and/or substitute the targeted employee's job-related experience and education for the minimum qualifications, but under no circumstances is the City Manager required to do so. Where the employee does not meet the minimum qualifications, flexible placement can occur only if the City Manager determines that management and supervisory personnel are able to provide adequate supervised on-the-job training to the employee to meet the requirements of the job. The employee must successfully complete the training within six months as determined by the Director of Human Resources or the employee shall be again subject to the layoff procedures.
- 10.9.2 **Salary Range:** Assignments under the Flexible Placement Program shall be limited to positions in the same or lesser salary range as the classification from which the employee is to be laid off.
- 10.9.3 **Order of Assignment:** Offers to positions under the Flexible Placement Program shall be made according to the employee's standing on the Seniority List.

## 10.10 Failure to Accept Offer under Layoff

Failure on the part of an employee to accept a written bona fide offer to retreat to a lower class or be flexibly placed in an alternative job within ten calendar days after the offer is made shall result in forfeiture of any further right to employment retention. Acceptance of a reassignment to a lower class does not remove the employee's right of appeal under Section 10.12 (Appeal Procedures) nor does acceptance of an alternative job under the Flexible Placement Program jeopardize an employee's standing on the re-employment lists as further provided in this Section 10.10 (Failure to Accept Offer under Layoff).

### 10.11 Re-Employment List

The names of probationary and permanent employees laid off in accordance with this chapter shall be entered on a re-employment list for both those classes from which they were separated as well as other classes to which they have retreat rights.

- 10.11.1 **Duration of List:** Re-employment lists for laid off employees who are separated from City service shall remain in effect for three years. Re-employment lists for laid off employees who are demoted shall remain in effect indefinitely.
- 10.11.2 **Use of List:** Re-employment lists shall be used by each department when a vacancy arises in the same or lower class of position before certification is made from an eligible list.
- 10.11.3 **Order of Appointment:** Employees on the re-employment list shall be certified and appointed to a vacancy in the appropriate class according to their standing on the Seniority List.
- 10.11.4 **Failure to Appoint from Re-Employment List:** If a vacancy is filled from an eligible list in a class for which a re-employment list exists which is a violation of this Section, the employee on the re-employment list who should have been appointed shall be appointed to the vacancy and paid retroactively from the date the vacancy occurred.
- 10.11.5 **Failure to Accept Bona Fide Offer:** Failure on the part of the employee on the re-employment list to accept a bona fide written offer of re-employment within fifteen calendar days will result in removal of the employee's name from the re-employment list from which the offer was made. Failure to accept an offer of re-employment to the class with the highest salary range for which the employee is eligible for re-employment will result in automatic removal of the employee's name from all re-employment lists. The employee may, however, accept or decline temporary re-employment without jeopardizing his or her standing the re-employment list for the class from which he or she was originally terminated.
- 10.11.6 **Salary Step:** Upon reappointment to the class from which the employee was originally separated or demoted, the employee shall be placed at the salary step that the employee held at the time of the separation or demotion.
- 10.11.7 **Reinstatement List:** Any former employee on a re-employment list shall be included as an eligible on the reinstatement list for a specific class at or below the class from which layoff occurred, upon written request by the employee for reinstatement which is submitted with a current, completed City of Berkeley application and upon meeting the

minimum qualifications of the specific class unless waived by the City Manager as provided under flexible placement.

### **10.12 Appeal Procedures**

The decision of the City Manager to implement a layoff is not appealable. Any unrepresented career employee who believes that the layoff procedure, as defined herein, has been improperly administered as to the employee may appeal the action under the Complaints, Appeals and Hearing Procedure of this Manual. Employees are entitled to review all records pertaining to their class and their rights under the provisions of the layoff policy.

### **10.13 Audit**

In the event of a dispute between an employee and the City over the application of the re-employment list and if either party so requests, the City Manager's Office shall order an audit by an outside auditor of all vacant positions filled in each department to determine whether vacancies were filled in compliance with the procedures for appointments from re-employment lists set forth in Section 10.11 (Re-Employment List) of this Manual. In the event vacancies for which re-employment lists were in existence remain unfilled, the auditor shall offer an opinion as to whether or not the reasons for leaving the positions vacant appear to be legitimate. A report of the audit shall be transmitted to the City Manager and the City Council.

## **ARTICLE 11 - DISCIPLINARY ACTION**

### **11.1 Policy**

Prior to the suspension, disciplinary demotion or discharge of an employee in the career service for disciplinary purposes, the procedure set forth in this Article 11 (Disciplinary Action) shall be complied with provided, however, that only those employees in the career service who are not represented by a labor organization shall be entitled to the notice, rights and procedures provided under Section 11.3 (Disciplinary Actions).

### **11.2 Final Decision Maker for Disciplinary Action**

For purposes of this chapter, the City Manager is the final decision maker for City of Berkeley employees. The Rent Stabilization Board is the final decision maker for Rent Stabilization Program employees. The Library Board of Trustees is the final decision maker for Library employees.

### **11.3 Disciplinary Actions**

The department head shall initiate disciplinary procedures, as set forth here. The department head may suspend a subordinate employee for not more than three working days at any one time. For suspensions of more than three days, disciplinary demotions and discharge, the department head shall make a recommendation to the final decision-maker. The final decision-maker may suspend an employee from a position at any time for cause. Suspension without pay shall not exceed thirty working days, nor shall any employee be penalized by suspension for more than thirty working days in any continuous twelve month period. However, FLSA exempt employees shall not be suspended in less than regular workweek increments except for safety or security violations. A "regular workweek" is defined elsewhere by this Manual.

### **11.4 Written Reprimands for Fire Safety Employees**

Consistent with the Firefighter Bill of Rights Act, the Deputy Fire Chief receiving a written reprimand shall have the right to a non-evidentiary administrative appeal to the Fire Chief or Fire Chief's designee. The employee must request an administrative appeal in writing to the Fire Chief within ten (10) working days of receipt of the written reprimand. Failure to do so shall be deemed a waiver of the employee's right to appeal. The Fire Chief or Fire Chief's designee shall have discretion regarding how the appeal meeting is conducted, including whether and the extent to which witnesses other than the employee and employee's representative are required and may participate. The Fire Chief or Fire Chief's designee shall notify the employee of his or her decision within ten (10) working days of the appeal meeting. An employee and the Association have no further right to appeal or grieve a written reprimand beyond the administrative appeal described in this paragraph.

### **11.5 Written Reprimands for Non- Safety Employees**

In the event that an employee receives a written reprimand, the employee may write a rebuttal within thirty (30) calendar days of receiving the written reprimand and such rebuttal will be placed in the Personnel File along with the written reprimand. Employees have not right to appeal or grieve a written reprimand.



## ARTICLE 12 - COMPLAINTS, APPEALS AND HEARINGS

### 12.1 Policy

The procedure for filing complaints and appeals by employees set forth under this Article 12 shall be complied with provided, however, that only those employees in the career service who are not represented by a labor organization shall be entitled to file complaints with the City and appeals to the Personnel Board pursuant to the provisions of this Manual.

### 12.2 Final Decision Maker for Purposes of this Article

For purposes of this chapter, the City Manager is the final decision maker for City of Berkeley employees. The Rent Stabilization Board is the final decision maker for Rent Stabilization Program employees. The Library Board of Trustees is the final decision maker for Library employees.

### 12.3 Complaints

Disciplinary action shall be taken in accordance with Article 11 (Disciplinary Action) of this Manual. All other complaints by employees, except complaints about compensation, which allege a violation of the Personnel Ordinance or this Manual shall be filed through proper channels, commencing with the department head, and then to the final decision maker.

12.3.1 **Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. The Director of Human Resources shall respond in writing within thirty (30) working days. If the complaint has not been resolved within thirty (30) working days of filing with the Director of Human Resources, the complaint may be moved to the final decision maker. Only complaints, which allege that employees are not being compensated in accordance with the policies, rules and resolutions of the City Council, shall be considered as complaints under this Section. No compensation adjustment shall be retroactive for more than thirty calendar days from the date upon which the complaint was filed or thirty calendar days from the date when an employee may reasonably be expected to have learned of the claimed violation.

**Appeal:** If the grievant is not satisfied with the decision of the Director of Human Resources or his or her designee, the grievant may move the complaint to the final decision maker within ten (10) days of receipt of the decision rendered under Section 12.3.1 above. Failure by the employee to file an appeal within the specified time limits specified constitutes a dropping of the complaint. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

12.3.2 **Discrimination Complaints:** An employee may file a complaint concerning a violation of the "FAIR EMPLOYMENT" provision specified by the rules of this Manual, and the complaint shall be processed in accordance with the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley EEO/Affirmative Action Program, as established in Resolution No. 54,926-N.S., as amended from time to time.

## 12.4 Right of Appeal

An aggrieved employee shall have the right to appeal the decision of the final decision-maker regarding the aggrieved employee's disciplinary dismissal, demotion, suspension or complaint to the Personnel Board except in instances where the right to appeal is prohibited by the Personnel Ordinance or the provisions of this Manual.

## 12.5 Method of Appeal

Appeals to the Personnel Board shall be in writing, signed by the aggrieved employee and filed with the Director of Human Resources within ten calendar days after the action is imposed. The appeal shall be a written statement, addressed to the Chair of the Personnel Board, explaining the matter appealed from and setting forth a statement of the action desired by the aggrieved employee, supported by his or her reasons. The Director of Human Resources shall, within ten calendar days after receipt of the appeal, inform the Chair of the Personnel Board, the City Manager and the affected department head of the filing and contents of the appeal with the Board.

## 12.6 Investigations and Hearings

Upon receipt of any appeal, the Personnel Board shall make such investigation, as it may deem necessary.

An aggrieved employee who has been demoted for a disciplinary purpose, suspended or discharged is entitled to a hearing upon appeal before the Personnel Board. As to all other appeals, the Personnel Board may grant a hearing or decide the appeal without a hearing as it may deem warranted.

## 12.7 Hearing Procedures

In cases where the employee is entitled to a hearing as a matter of right and in other cases whenever the Board may deem it advisable to hold a hearing, these procedures shall apply.

12.7.1 **Notice:** The Personnel Board shall schedule a hearing on the appeal within forty-five calendar days from the date of the filing of an appeal. The Director of Human Resources shall notify all interested parties of the date, time and place of the hearing at such places as the Personnel Board shall prescribe.

12.7.2 **Hearing Procedure:** The aggrieved employee shall appear personally unless physically unable to do so before the Personnel Board at the time and place of the hearing. The aggrieved employee may be represented by any person or attorney as may be selected and may at the hearing produce relevant oral or documentary evidence. The party who has the burden of proof shall state the case first after which opposition matter may be presented. Rebuttal matter that is not repetitive may be allowed at the discretion of the Personnel Board. Cross-examination of witnesses shall be permitted. Hearings need not be conducted according to technical rules relating to evidence and witnesses, but shall be conducted according to any rules of applicable procedures. Hearings shall be closed unless otherwise required by the Ralph M. Brown Act, Government Code Section 54950, as amended from time to time, or any other applicable law.

## 12.8 Findings and Recommendations

The Personnel Board shall, within thirty calendar days after the conclusion of the hearing, or if no hearing was conducted, within thirty calendar days of its decision, certify its findings and recommendation(s) in writing to the aggrieved employee and to the final decision-maker. The final decision maker shall review the findings and recommendation(s) of the Personnel Board and may then affirm, reject or modify the Personnel Board's findings and recommendation(s) as, in his or her judgment, seems warranted, and the final decision maker's decision shall be final. Any member of the Personnel Board may submit a minority or supplemental report which shall be attached to the findings and recommendation(s) of the Board.

## APPENDIX

This Appendix contains detailed information regarding benefits and compensation which covers unrepresented benefitted employees. It is appended to the Unrepresented Employee Manual but the contents are not part of the resolution establishing the Unrepresented Employee Manual and may be changed to reflect changes in benefit details, as approved by the City Council by resolution.

### 13.1 Administrative Leave

Employees who are in career, benefitted, or at-will benefitted classifications which are FLSA Exempt may be approved by the City Manager to receive up to an additional 50 hours of compensated administrative leave beginning on January 1, 2016, and at the beginning of each calendar year thereafter, or prorated during the course of the year when employed less than a full year. This administrative leave is granted to employees whose job responsibilities cause them to work numerous hours in excess of the normal City workweek. The City Manager has the authority to rescind administrative leave in those instances of abuse or misuse of the intent of this provision.

Administrative leave taken must be approved in advance by the department head and posted to the employee's timecard. Unused administrative leave may be carried over to the next calendar year, providing the total of excess vacation and unused administrative leave do not exceed 320 hours. Otherwise, the excess administrative leave must be taken within the calendar year in which it was earned or it may be forfeited. Upon termination or retirement, no monetary award will be authorized for unused accumulated administrative leave.

**13.1.1 Prorated Administrative Leave:** A benefitted employee who is otherwise eligible for overtime and who is on a temporary or provisional benefitted appointment in an FLSA Exempt classification for a period of one month or longer, and is ineligible to earn overtime, shall be entitled to prorated Administrative leave for the duration of the temporary or provisional appointment. Any unused administrative leave at the end of the temporary or provisional appointment will roll into vacation, provided the total of accrued and unused vacation and accrued administrative leave do not exceed 320 hours.

### 13.2 Automobile Allowance

The City reimbursement rate for the use of a private automobile on authorized City business will be equal to the amount established by the Internal Revenue Service.

### 13.3 Bilingual Premium Pay

**13.3.1 As Part of Regular Job Assignment:** An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the City

will receive a Bilingual Premium Pay Differential of 5%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 5% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

- 13.3.2 **Occasional Assignments:** An employee assigned occasionally to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request of the employee with the supervisor's agreement, or, c) after a job audit will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.
- 13.3.3 **Competency and Management Rights:** The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.
- 13.3.4 **Temporary Designation:** The City may designate an employee to receive either the 5% or 2% Bilingual Premium Pay Differential on a temporary basis for a specified period provided the employee met the requirements contained in the first or second paragraph of this Section.

#### 13.4 Cash-In-Lieu Payments

For those employees who are able to show proof of ongoing alternate medical coverage, the City will compensate employees \$560.00 per month, prorated for less than full-time employees. This benefit shall be frozen at this amount. To comply with FLSA laws, health insurance in-lieu payments shall be paid over twenty-six (26) equal biweekly installments instead of once a month.

#### 13.5 Dependent Care

Employees shall be allowed to designate a specific amount of salary, consistent with State and Federal tax laws, to be redirected to pay for dependent care costs through pre-tax salary deductions. The amount of funds designated should be considered carefully, because under the current tax code, any unexpended funds which have not been spent for the specific purpose of paid dependent care and remain in the employee's account at the end of the year, will be forfeited.

### 13.6 Life Insurance

The City shall provide paid group life insurance, by a carrier of the City's choice, in the amount of \$25,000 which shall include a standard accidental death and dismemberment provision of a like amount. Employees in the classification of Police Chief and Fire Chief shall be provided with life insurance in the amount of \$100,000, which shall include a standard accidental death and dismemberment provision of a like amount. Life insurance shall become effective the first day of the calendar month following appointment, and shall continue until the last day of the calendar month in a pay status.

In addition, all unrepresented benefitted employees may purchase additional coverage, in increments of \$10,000, up to a maximum of \$300,000, at the rate offered by the City's insurance carrier, subject to any rules and restrictions of the carrier, including but not limited to any medical exam that might be required by the insurance carrier.

### 13.7 Medical/Dental Insurance for Employees/Dependents

Except as provided in Section 8.1 (Group Medical-Dental Insurance Benefits), the City offers fully paid and/ or partially paid health insurance plans and a fully paid dental plan for the employee and eligible dependents, including a domestic partner. The dental plan currently provides orthodontic coverage for the employee's dependent children through age 26 and 90% of the Bay Area Usual, Customary and Reasonable charges. Effective January 1, 2007, the maximum annual coverage will be \$2,000 annual coverage, and \$2,000 lifetime orthodontia limit. Any employee, who is required to partially pay premiums, shall be allowed to make these payments with pre-tax deductions. The medical and dental benefit coverage for dependent children extends to the date of their 26<sup>th</sup> birthday, providing they meet the Internal Revenue Service definition of "dependent". If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits and/or dental benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

Medical and dental benefits shall begin the first day of the calendar month following the date of hire, and end the last day of the month an employee is in pay status, except in the case of parental and Family and Medical Leave Act, as described in the Administrative Regulation No. 2.4. Maximum annual coverage amounts are found in the Employee Benefits Handbook.

- 13.7.1 **Dental Coverage for Fire Management:** Effective January 15, 2015, employees in the classification of Fire Chief and Deputy Fire Chief, shall be provided with dental insurance with an annual maximum coverage of \$3,000 and lifetime orthodontia limit of \$3,000.

### 13.8 Retiree Medical Plan

The terms and conditions of this benefit shall be set forth in a separate document which shall contain a full plan description and shall control the administration of the retiree medical plan.

### 13.9 Amendment of Retiree Health Premium Assistance Plans I and II, effective June 28, 1998, Restated and Amended effective March 22, 2011

Employees who retire on or after June 21, 2015, shall be permitted, at their discretion, to enroll in non-City sponsored health plans. After Council approval of this Unrepresented Employee Manual, the City shall amend the Retiree Health Premium Assistance Plans I and II as soon as practicable to allow enrollment in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall make medical insurance premium payments directly to the health insurance provider in an amount equal to what the City would contribute to the City sponsored health plan. Retiree shall be solely responsible for all aspects of the requirements to enroll in a non-City sponsored health plan and maintain eligibility for such a plan; the City's sole obligation is to pay the medical insurance premium contribution required under this section, as directed by the retiree to a non-City sponsored health plan. The City shall not be responsible for any excess cost differentials associated with the direct payment of premiums to non-City sponsored plans. The City will only make payments through its third party administrator to provide medical insurance premium payments for an individual plan and will not make payments for a group plan. The retiree and/or surviving spouse or domestic partner that enroll in non-City sponsored health plans shall be solely responsible for paying the administrative set up fee, the monthly administrative fee, and/or any other fees established by the third party administrator, and said fees will be deducted directly from the retiree's monthly contribution. No cash payments will be paid directly to the retiree or the retiree's spouse/domestic partner. There shall be no cash in lieu payments made under this benefit.

The City will also amend the Retiree Premium Assistance Plans I and II to allow eligible retirees who retired prior to June 21, 2015 to enroll in a non-City sponsored health plan.

### 13.10 Retiree Medical for Unrepresented Benefitted Employees

Effective June 28, 1998, the City will provide the retiree medical coverage set forth below for all unrepresented benefitted employees, except employees in the classifications of Police Chief, Fire Chief, and Deputy Fire Chief (see separate plans below). An employee's entitlement to any and all benefits provided by the City under this retiree medical plan is subject to the funding limitations set forth in the plan document.

- 13.10.1 **Eligibility and Percentage of City Contribution:** An employee is eligible for the retiree health insurance coverage as set forth in Sections 13.10.3 (Pre Age 65 Retiree Health Insurance) and 13.10.4 (Retiree

Benefits for Employees Age 65 or Over) below if he or she meets all the following criteria:

- a. retires from career service on or after June 28, 1998;
- b. is vested with CalPERS;
- c. has at least eight (8) years of CalPERS qualifying service with the City; and
- d. is at least age 55.

An “Eligible Retiree” also includes individuals who meet the definition as set forth in Section 2.11.1 of the Retiree Health Premium Assistance Plan I for Confidential and Executive Management Employees (Representation Unit Z-1; Z-5; Z-7; Z-9 and Elected Officials) Restated and Amended effective as of March 22, 2011 (Resolution No. 65,196-N.S.) for “Eligible Retiree.”

**Percentage of City Contribution:** The actual monthly amount of money the City will contribute on the employee’s behalf will be based on the employee’s total years of CalPERS service as provided in the following chart:

Years of CalPERS Qualifying Service	Percentage of City Contribution
8	30%
9	40%
10	50%
11	58%
12	66%
13	74%
14	82%
15	90%
16	92%
17	94%
18	96%
19	98%
20	100%

- 13.10.2 **Annual Increase:** Retirees will pay the difference between the City’s monthly contribution and the actual monthly medical insurance premium charged by the health plan he or she has elected for retiree medical coverage. If the premiums for such health insurance are increased, the amount the City contributes shall increase no more than 4.5% above the previous year’s contribution. No increases in the amount the City contributes shall occur before July 1, 1999. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.



- 13.10.3 **Pre Age 65 Retiree Health Insurance:** Beginning June 28, 1998, the City shall make available health insurance coverage to the employee and his or her spouse or domestic partner. The City will pay on the employee's behalf no more than \$166.26 per month for an employee electing single party health coverage and no more than \$332.52 per month for an employee electing two party coverage.
- 13.10.4 **Retiree Benefits for Employees Age 65 and over:** Once an employee or retiree reaches age 65, he or she is eligible for Medicare. As a result his or her eligibility for the retiree medical benefits set forth in Section 13.10.1 (Eligibility) ceases. On reaching age 65, the City will make available health insurance coverage in addition to Medicare. When an employee or retiree reaches age 65, the City will contribute no more than \$16.17 per month on the employee's behalf for single party health insurance coverage and no more than \$32.34 per month for two-party health coverage.
- 13.10.5 **Termination by City of Retiree Medical Benefit:** Failure of the retiree or surviving spouse to pay their monthly share of the health insurance premium will result in termination of the retiree medical benefit and relieve the City of any further obligation to provide any further benefits under Section 13.10 (Retiree Medical for Unrepresented Benefitted Employees).
- 13.10.6 **Retiree Medical Benefit for Employees Retiring between the Ages of 50 and 55:** An employee who is at least 50 years of age, but less than 55, has at least eight (8) years of CalPERS qualifying employment with the City will retain eligibility for the retiree medical benefits provided in Section 13.10.1 (Eligibility) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in group health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his spouse or domestic partner.
- 13.10.7 **Employees Retiring with a CalPERS Approved Disability Retirement:** If an employee retires from the City before age 55 with a CalPERS approved disability retirement, the employee will retain eligibility for the retiree medical benefits provided in Section 13.10.1 (Eligibility) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide

any benefits under this Section to the employee and/or his spouse or domestic partner.

- 13.10.8 **City Funding of Retiree Health Benefit:** City contributions to the retiree medical benefit began on July 1, 1998. Funding of this benefit has been set aside in a trust to be established by the City.

The retiree medical benefit will be funded by a charge of 0.25% of payroll in each year, so that contributions are at 1% of the payroll after four years. The City will fund the benefit at approximately 1% of the payroll for every year thereafter with the intent of achieving a funding level of 70% after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

Effective July 4, 2004, an additional charge of 0.25% of payroll was charged each year in the subsequent four years so that contributions are at 2% by July 1, 2007. The purpose of this 1% increase in payroll contribution is to fund post age 65 Medicare supplement plans. As a result of this change, the amount the City contributes toward the post-65 Medicare Supplement coverage under the Retiree Health Premium Assistance Plan was \$102 effective July 7, 2002 for all post 65 retirees as well as future retirees.

- 13.10.9 **Retiree Medical Plan for Unrepresented Employees (Rep Units Z-2, Z-3, Z-6):** Eligible retirees who retired from positions in Representation Units Z-2, Z-3 and Z-6 on or after July 1, 2008.

**Not Medicare Eligible:** Effective July 1, 2008, between the ages of 55 and 65 who retire on or after June 29, 2008 the amount the City contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by \$50 per month in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Annual Increase). Effective July 1, 2009, the amount the City contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by an additional \$25 per month (i.e., an aggregate \$75 per month increase) in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Annual Increase). Effective July 1, 2011, the amount the City contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by an additional \$25 per month (i.e., an aggregate \$100 per month increase) in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Annual Increase).

- 13.10.10 **Retiree Medical Plan for Confidential and Executive Management Employees (Rep Unit Z-1; Z-5; Z-7; Z-9; and Elected Officials):** Eligible retirees who retired from positions in Representation Unit Z-1 on or after July 1, 2008.

**Medicare and Not Medicare Eligible:** Effective June 29, 2008, an additional charge of 0.50% of payroll will be charged so that contributions are at 2.5%. The purpose of this 0.50% increase in payroll contribution is to fund both pre-65 retiree health care premium costs and post age 65 Medicare Supplement plans for eligible retiree who retired from positions in Representation Unit Z-1; Z-5; Z-7; Z-9 and Elected Officials on or after July 1, 2008. As a result of this change, the amount the City contributes toward pre age 65 health insurance premium costs shall increase from \$258.19 per month to \$309.39 per month for single coverage and from \$516.38 per month to \$618.78 per month for 2-party coverage. The City's contribution toward the post-65 Medicare Supplement coverage shall increase from \$132.83 per month to \$184.03 per month for single coverage and from \$265.67 per month to \$368.06 per month for 2-party coverage.

### 13.11 Reimbursement Plan

After Council approval of this Unrepresented Employee Manual, the City shall amend the Retiree Health Premium Assistance Plans I and II as soon as practicable to allow for the reimbursement of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner until the death of both. If there is no spouse or domestic partner at the time of retirement, the City shall only reimburse the single party rate. The reimbursement shall be paid directly to the retiree or surviving spouse or domestic partner. The maximum amount the City will reimburse for the cost of Medical Insurance Premiums is based on the schedule described in Section 13.10.1 (Eligibility and Percentage of City Contribution) above.

#### 13.11.1 Retiree Medical Reimbursement Plan for Unrepresented Confidential and Executive Management Employees (Rep Units Z-1; Z-5; Z-7; Z-9; and Elected Officials) Who Retire on or After June 28, 1998 through June 30, 2008

13.11.1.1 **Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner until the death of both as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.2 (Annual Increase), each month after the employee retires, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$166.26 for single party coverage for the retiree or \$332.52 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

- b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Annual Increase), total \$338.60 for single party coverage for the retiree or \$677.19 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

13.11.1.2 **Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.4 (Retiree Benefits for Employees Age 65 and Over) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$16.17 for single party coverage for the retiree or \$32.34 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of July 7, 2002:** Effective July 7, 2002, as provided in Section 13.10.8 (City Funding of Health Benefits) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$102.00 for single party coverage for the retiree or \$204.00 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- c. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$172.98 for single party coverage for the retiree or \$345.96 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

13.11.2 **Retiree Medical Reimbursement Plan for Unrepresented Confidential and Executive Management Employees (Rep Units Z-1; Z-5; Z-7; Z9 and Elected Officials) Who Retire on or After July 1, 2008**

- 13.11.2.1 **Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:
- a. **Reimbursement as of July 1, 2008:** On July 1, 2008, as provided in Section 13.10.10 (Retiree Medical Plan for Unrepresented Confidential and Executive Management Employees), the City will reimburse the cost of Medical Insurance Premiums in an amount totaling \$309.39 for single party coverage for the retiree or \$618.78 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
  - b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$405.73 for single party coverage for the retiree or \$811.46 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- 13.11.2.2 **Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:
- a. **Reimbursement as of July 1, 2008:** Effective July 1, 2008, as provided in Section 13.10.10 (Retiree Medical Plan for Unrepresented Confidential and Executive Management Employees), each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$184.03 for single party coverage for the retiree or \$368.06 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
  - b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$239.65 for single party coverage for the retiree or \$479.31 for two party

coverage for the retiree and/or surviving spouse/domestic partner coverage.

**13.11.3 Retiree Medical Reimbursement Plan for Unrepresented Employees (Rep Units Z-2; Z-3; Z-6) Who Retire on or After June 28, 1998 through June 30, 2008**

**13.11.3.1 Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.2 (Annual Increase), each month after the employee retires, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$166.26 for single party coverage for the retiree or \$332.52 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Annual Increase), total \$338.60 for single party coverage for the retiree or \$677.19 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

**13.11.3.2 Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.4 (Retiree Benefits for Employees Age 65 and Over) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$16.17 for single party coverage for the retiree or \$32.34 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of July 7, 2002:** Effective July 7, 2002, as provided in Section 13.10.8 (City Funding of

Health Benefits) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$102.00 for single party coverage for the retiree or \$204.00 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

- c. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$180.76 for single party coverage for the retiree or \$361.53 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

#### 13.11.4 **Retiree Medical Reimbursement Plan for Unrepresented Employees (Rep Units Z-2; Z-3; and Z-6) Who Retire on or After June 29, 2008**

13.11.4.1 **Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of July 1, 2008:** On July 1, 2008, as provided in Section 13.10.9 (Retiree Medical Plan for Unrepresented Employees), the City will reimburse the cost of Medical Insurance Premiums in an amount totaling \$297.08 for single party coverage for the retiree or \$544.16 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of July 1, 2009:** As of July 1, 2009, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.9 (Retiree Medical Plan for Unrepresented Employees), total \$335.45 for single party coverage for the retiree or \$593.64 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- c. **Reimbursement as of July 1, 2011:** As of July 1, 2011, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.9 (Retiree Medical

Plan for Unrepresented Employees), total \$391.32 for single party coverage for the retiree or \$673.27 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

- d. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$469.92 for single party coverage for the retiree or \$808.52 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

3.11.4.2 **Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of July 1, 2008:** As of July 1, 2008, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$138.81 for single party coverage for the retiree or \$277.62 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$172.98 for single party coverage for the retiree or \$345.96 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

#### 13.11.5 **Enrollment in City Group Plans**

Retiring employees may receive continuing health coverage in City sponsored group health plans subject to the limitations and co-pay amounts permitted by the health care providers.

### 13.12 **Fire Chief and Deputy Fire Chief Retiree Medical Plan**

Internal City of Berkeley candidates who promote and are appointed to the Fire Chief or Deputy Fire Chief classification, without a break in service, shall be eligible for the same Retiree Medical Plan as provided to sworn fire employees in Representation Unit B.



- 13.12.1 **Retiree Medical Benefits for External Appointments:** External City of Berkeley candidates appointed to the Fire Chief or Deputy Fire Chief classifications shall be covered by the Retiree Health Premium Assistance Plan described herein at Section 13.10 (Retiree medical Plan) et seq., except that the employee shall not be required to meet the eligibility requirements of sub-Sections 13.10.1(b) and 13.10.1(c) and instead credited with 15 years of qualifying years of service for eligibility in the Plan and shall receive benefits as a Representation Unit Z-1 employee.

### 13.13 Retiree Medical for Police Chief Classification

Internal City of Berkeley candidates who promote and are appointed to the Police Chief classification, without a break in service, shall be eligible for the same Retiree Medical Plan as provided to sworn police employees in Representation Units E and F.

- 13.13.1 **Retiree Medical Benefits for External Appointments:** External City of Berkeley candidates appointed to the Police Chief classification shall be covered by the Retiree Health Premium Assistance Plan described herein at Section 13.10 (Retiree medical Plan) et seq., except that the employee shall not be required to meet the eligibility requirements of sub-Sections 13.10.1(b) and 13.10.1(c) and instead credited with 15 years of qualifying years of service for eligibility in the Plan and shall receive benefits as a Representation Unit Z-1 employee.

### 13.14 Partially Subsidized YMCA Membership

The City currently provides a partially subsidized membership in the Berkeley YMCA for those employees who agree to pay the required monthly fee. Use of a YMCA membership by a City of Berkeley employee, as provided by this provision, is not part of the employee's work related duties, is not required for continued employment and is not considered part of a City sponsored physical fitness program. The City of Berkeley nor its Claims Administrator shall not be liable for any injury that may arise out of a City of Berkeley employee's participation in and use of a YMCA membership. The amount the City contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.

### 13.15 Part-Time Employees Eligible for Full Benefits

Those part time employees who have been continuously employed by the City in benefitted part time career positions since prior to July 1, 1977 and who have not accepted a full time career position are eligible to participate in the City's health and dental insurance programs with the City's payment of premiums at the same level as for full time benefitted employees.

### 13.16 Probationary Periods for Unrepresented Classifications

The competitive appointment to a career classification will include a probationary period during which time the incumbent may be dismissed without right of appeal. The probationary period for unrepresented classifications varies from six (6) months of actual work hours (1040 hours for full time employees and 520 hours for half time) to one year of actual work hours (2080 hours for full time and 1040 hours for half time).

Presently, unrepresented classifications require a six (6) month probationary period except for the following unrepresented classifications which require a one year probationary period:

- (a) All classifications in Unit Z-1 in the career service; and
- (b) All classifications in Unit Z-2 in the career service.

### 13.17 Public Safety Uniform Allowance

- (a) Fire Uniform Allowance: Effective November 9, 2004, \$1,000 annual allowance. Effective December 1, 2015, \$1,100 annual allowance.
- (b) Police Uniform Allowance: Effective July 7, 2002, \$1,000 annual allowance.
- (c) To comply with CALPERS requirement, Union allowance payments shall be paid over twenty-six (26) equal biweekly installments instead of twice a year payment.

### 13.18 Regular “At-Will” Classifications

The following classifications are exempt from the career service and in accordance with the Personnel Ordinance (Berkeley Municipal Code Section 4.04.120), At-Will appointments are eligible to receive benefits:

- All department heads
- Assistant City Manager
- Assistant to the City Manager
- Assistant to the Mayor
- Assistant, Associate and Senior Management Analyst in the City Manager's Department and in the Office of Budget and Fiscal Management
- Budget Manager
- Capital Improvement Programs Manager
- Deputy City Manager
- Economic Development Manager
- Health Officer
- Legislative Assistant
- Police Review Commission Investigator
- Police Review Commission Officer
- Secretary to the Mayor, Administrative Secretary and Secretary in the Mayor's Office
- Supervising Psychiatrist

**13.19 City Manager Department Differential**

Assistant, Associate and Senior Management Analysts in the City Manager's Department and in the Office of Budget and Fiscal Management shall receive a 5% salary differential.

**13.20 Shift Differential**

Employees whose regular schedules meet the definition, as specified by Unrepresented Employee Manual Section 1.12 (Shift Differential), for shift differential, for the hours of 5:00 p.m. to 12:00 a.m., shall be paid their regular salary plus seven and one-half percent (7.5%) of their monthly salary per month. Those whose regular schedule meets the definition for shift differential, for the hours of 12:00 a.m. to 7:00 a.m., shall be paid their regular monthly salary plus ten percent (10%) of their monthly salary per month.

**13.21 SRIP II Disability Insurance**

The City shall pay the premium for the current cost of long term disability insurance for SRIP covered employees who are enrolled in the SRIP II (Supplementary Retirement and Income Plan).

**13.22 Vacation Schedules**

Unrepresented employees, except those confidential executive, management and professional employees in Section 13.20.1 (Confidential Executive Management and Professional Employees) below, shall be entitled to earn annual vacation leave as follows:

Authorized Annual Vacation (in work weeks)	Years of Actual Benefitted Service
2-workweeks (FTE 80 hours)	During the first 3-years
3-workweeks (FTE 120 hours)	During the 4 <sup>th</sup> through 11 <sup>th</sup> year
4-workweeks (FTE 160 hours)	During the 12 <sup>th</sup> through 17 <sup>th</sup> year
5-workweeks (FTE 200 hours)	During the 18 <sup>th</sup> through 24 <sup>th</sup> year
6 workweeks (FTE 240 hours)	During the 25 <sup>th</sup> and subsequent years

- 13.22.1 **Confidential Executive, Management and Professional Employees:** Confidential executive, management and professional employees who were eligible under the City's Administrative Leave Policy are entitled to earn annual vacation leave as follows:

Authorized Annual Vacation (in work weeks)	Years of Actual Benefitted Service
2-workweeks (FTE 80 hours)	During the first 2-years
3-workweeks (FTE 120 hours)	During the 3 <sup>rd</sup> through 5 <sup>th</sup> year
4-workweeks (FTE 160 hours)	During the 6 <sup>th</sup> through 17 <sup>th</sup> year
5-workweeks (FTE 200 hours)	During the 18 <sup>th</sup> through 24 <sup>th</sup> year

6 workweeks (FTE 240 hours)	During the 25 <sup>th</sup> and subsequent years
-----------------------------	--

13.22.2 **Director of Library Services and Deputy Director of Library Services:** Employees in the classifications of Director of Library Services and Deputy Director of Library Services are entitled to earn annual vacation Leave as follows:

Years of Actual Benefited Service	Authorized Annual Vacation Accrual
Through the first 5 Years of Service	3 weeks (120 Hours)
Beginning the 6th through 17th Years of Service	4 weeks (160 Hours)
Beginning the 18th through 24th Years of Service	5 weeks (200 Hours)
Beginning the 25th and subsequent Years of Service	6 weeks (240 Hours)

### 13.23 Special Pay for Camps Personnel

When an employee, who has a valid Red Cross Senior Lifesaving Certificate and occupies a camps classification, is specifically assigned in writing by the Camps Manager or an authorized representative, with approval by the City Manager, to temporarily serve as a lifeguard for one day or more, said employee shall be paid a five percent (5%) differential, more than the employee's current salary.

### 13.24 Hazard Premium Pay for Clerical Mental Health Personnel

Clerical employees who are regularly assigned to work in Mental Health Programs, in direct contact with clinic patients, shall receive a five percent (5%) differential. This Hazard Premium Pay shall be reported to CalPERS as "Hazard Premium" under PERL Section 571 (Definition of Special Compensation), (4) Special Assignment Pay.

### 13.25 Longevity Pay

Effective ~~June 28, 2009~~the first full pay period after Council adoption, employees in Representation Units Z-2, Z-3 and Z-6 who complete nineteen (19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the ~~twentieth-fifth (25th)~~20th year of service and shall apply to all hours in a paid status. Longevity pay shall be paid at the beginning of the pay period following completion of the ~~24-20~~ years of service. This Longevity Pay shall be reported to CalPERS as "Longevity Pay" under PERL Section 571.a.(1) Incentive Pay.

### 13.26 Longevity Pay for Confidential and Executive Management Employees

Effective ~~June 29, 2008~~the first full pay period after Council adoption, and except as noted below in Section 13.24.1 (Longevity Pay for Unit Z1 Fire Chief and Deputy Fire Chief), employees in Representation Unit Z-1 who have completed nineteen

(19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the ~~twenty-fifth~~<sup>25th</sup>~~20th~~ year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

13.26.1 **Longevity Pay for Unit Z1 Fire Chief and Deputy Fire Chief:** The longevity pay for the Fire Chief and Deputy Fire Chief classifications is intended to provide the same benefits as the Longevity Pay for represented sworn fire employees under the Berkeley Fire Fighters Association (Unit B) Memorandum of Understanding.

### 13.27 Automobile Allowance for Police Chief

The City Manager may authorize an automobile allowance of \$400 per month in lieu of a City provided vehicle for an employee appointed after November 1, 2009 to the classification of Police Chief.

### 13.28 Video Display Terminal Screening/Glasses

The City offers VDT screening and glasses as medically required, every two years, to employees who in the course of their employment operate VDT equipment more than four hours in a work day.

### 13.29 Emergency Medical Technician

Effective September 13, 2015, Unit Z-1 Fire Chief and Deputy Fire Chief who maintain current Emergency Medical Technician (EMT) certification shall receive an EMT pay differential of four percent (4.0%).

### 13.30 Shoe Allowance

An annual allowance of two hundred dollars (\$200) shall be paid to benefitted employees in the classification of Janitor, Groundskeeper, Laborer, and Solid Waste Worker.

### 13.31 Training Differential

13.31.1 **Trainer Differential:** Effective July 1, 2016, any employee, excluding those classifications that require training as part of the assignment (e.g. supervisors), designated by the department and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills (identified by the departments in consultation with Human Resources) who is required to provide formalized training to a new employee or an employee who management has identified as needing formalized training, shall receive a five percent (5%) differential in salary for that time served in such capacity. Such assignment shall be in writing by the department and approved by the Director of Human Resources. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported

“compensation earnable” in California Government Code Section 20635.

- 13.31.2 **Higher Class Training Differential:** For training purposes, employees not meeting all of the minimum qualifications of a higher classification may be temporarily assigned for a minimum of one (1) week, to perform the duties of the higher classification and will receive a five percent (5%) increase in their current base salary for the duration of the temporary assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments shall be approved in advance by the City Manager, or his or her designee by an Employee Transaction Form, and forwarded to the Human Resources Department for inclusion in the employee's official Personnel file.
- 13.31.3 **Trainee Differential:** For training purposes and to enhance an employee skills and abilities, any employee designated in advance by the department director and approved by the Director of Human Resources to perform duties that are outside of the employee's classification, shall receive a three percent (3%) differential in salary for that time served in such capacity. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments shall be approved in advance by the City Manager, or his or her designee by an Employee Transaction Form, and forwarded to the Human Resources Department for inclusion in the employee's official Personnel file.

---

### 13.32 Summary of May 2017 Changes to the Unrepresented Employee Manual

- Included reference to Unrepresented Unit Z-9 (Deputy Director Rent Stabilization Program).
- Former Section 1.14 (One-Time Allocation) - deleted obsolete provision.
- Section 5.2 (Floating Holidays) - corrected omission of one (1) day.
- Section 8.3 (Hourly Rated Employees in Lieu of Benefits) – codified existing benefit.
- Section 13.11 (Reimbursement Plan) – revise plan as reimbursement.
- Section 13.12 (Fire Chief and Deputy Fire Chief Retiree Medical Plan) – clarified benefit for internal and external appointments.
- Section 13.13 (Retiree medical for Police Chief Classification) – clarified benefit for internal and external appointments.
- Section 13.18 (Regular “At-Will” Classifications) – deleted duplicate classification.
- Section 13.31.3 (Trainee Differential) – included provision authorizing differential for employees assigned duties outside of classification.

---

### 13.33 Summary of October 2017 Changes to the Unrepresented Employee Manual

- Section 8.4.5 Miscellaneous Employees Classic Employee Pension Contribution through a 20516 Contract Amendment – added subsection 8.4.5.3
- 

### 13.34 Summary of July 2018 Changes to the Unrepresented Employee Manual

- Section 1.14 (One-Time Allocation) - \$2,000 paid August 17, 2018.
  - Section 8.1.3 (Medical Contribution Executive Managers) – Cost-share of \$50.00 for medical contributions by all department heads, City Manager and Deputy City Manager effective July 1, 2019.
  - Section 8.4.6.4 – Correct typographical error.
  - Section 11.5 (Written Reprimand for Non-Safety Employees) – Include provision allowing written rebuttal.
  - Section 12.3.1 (Compensation Complaints) – Include provision that specifies appeal time lines.
  - 13.1 (Administrative Leave) – Clarify leave extended to career and benefitted at-will employees; benefit is prorated based on assignment; and codifies practice that unused administrative leave rolls into vacation.
  - 13.24 (Hazard Premium Pay for Clerical Mental Health Personnel) – Clarify pay is reportable to CalPERS.
  - 13.25 (Longevity Pay) – Include CalPERS reportable section.
  - 13.30 (Shoe Allowance) – Clarify benefit extended to benefitted employees.
  - Shoe Allowance
  - 13.31 Training Differential
  - 13.32 Summary of July 2018 Changes to the Unrepresented Employee Manual
  - 13.33 Summary of October 2017 Changes to the Unrepresented Employee Manual
- 

### 13.35 Summary of July 2020 Changes to the Unrepresented Employee Manual

Section	Change
Term Duration	Parties agree to a one-year term Agreement ending on June 30, 2021
Living Wage –	NEW LANGUAGE: The City agrees to pay each of its direct employees an hourly wage of no less than \$18.33 effective the first full pay period in January 2021. The City agrees to pay each of its direct employees an hourly wage of no less than \$19.33 effective the first

Section	Change
	<p>full pay period in June 2021. If the Living Wage increases beyond \$19.33, as outlined in the Berkeley Municipal Code effective July 2021, the City shall implement the increases the first full pay period in September 2021 and July 1st of each year thereafter.</p>
<p>Additional City Emergency Paid Sick Leave Allocation</p>	<p>NEW LANGUAGE: The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outlined 4.13 of the Unrepresented Employees Manual.</p>
<p>Additional Floating Holidays</p>	<p>NEW LANGUAGE: For employees who were required to remain in the workplace from March 17, 2020 – June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the Agreement for classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours the first full pay period in August 2020. The City will use a specific pay code for these additional floating holiday hours will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined 4.13 of the Unrepresented Employees Manual.</p>
<p>Additional language on Layoffs for the Term of the Agreement</p>	<p>NEW LANGUAGE: The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the period ending June 30, 2021 the City agrees to not layoff any Unrepresented career employees. However, should the City determine that its expenditures exceed its revenues during the period ending June 24, 2021, the City may</p>



Section	Change
	notice the Unrepresented group in writing and the Unrepresented group shall be provided an opportunity to meet and discuss one-time cost savings and alternatives such as furloughs, VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other provisions on Layoffs remain unchanged.
Provisional Employee	No employees shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12- month limitation with the mutual agreement of the parties.
Limited Reopener	If during the fiscal year 2020 -2021 the City reaches agreement with SEIU or extends to other unrepresented employees an opportunity to confer on an across the board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and discuss with the Unrepresented group on these increases.

### **13.36 Summary of July 2021 Changes to the Unrepresented Employee Manual**

Section	Change
<u>10 Duration</u>	<u>Three-years 6/27/21 – 6/26/2024</u>
<u>17.10 Longevity</u>	<u>3% at 20 years</u>
<u>11 Salaries</u>	<u>4%, 3%, 1%; \$1000 lump sum</u>
<u>Payroll Specialty Pay</u>	<u>\$500 paid after first full pay period after Council approval; \$500 paid first full pay period in January 2011 to 15 “Payroll Clerks” identified by SEIU</u>
<u>22.1 Salary Continuation (New)</u>	<u>Incorporate SLA</u>
<u>16.5 Zero Waste Route Reduction Premium</u>	<u>2.5% for impacted employee of permanent elimination of routes below 27</u>
<u>20.1 Recognized Holidays</u>	<u>Eliminate Lincoln’s Birthday and Add Cesar Chavez and Juneteenth Holiday – If all other bargaining units agree</u>
<u>43.9.4 (New)</u>	<u>PEPRA Pension contribution ramp down of six years; 1%, 1%, 1%, 2%, 2%, 1%, with reopener upon request in January 2024</u>



**City of Berkeley**

# **Unrepresented Employee Manual**

**July 17, 2021**



RESOLUTION

WHEREAS, on July 30, 2020, the City Council adopted Resolution No. 69,538-N.S., the Unrepresented Employee Manual, that establishes rules governing working conditions, benefits and compensation for unrepresented career benefited and regular at-will employees; and

WHEREAS, in a separate agenda item on July 20, 2021, the City Council will consider a new Memoranda Agreement with the Service Employees International Union Local 1021 Maintenance and Clerical Chapters that provides for an additional three-years and modifies its members' benefits; and

WHEREAS, the City Manager is recommending similar changes in terms and conditions for the unrepresented employees in Units X-1 (Unrepresented Hourly Non-Career); X-2 (Retired Annuitants); Z-1 (Confidential and Executive Management Employees); Z-2 (Confidential Professional Employees); Z-3 (Confidential Clerical Employees); Z-6 (Legislative Analysts); and Z-9 (Unrepresented at-will positions in the Rent Stabilization Program); and

WHEREAS, the Unrepresented Employee Manual is amended as a result of the attached Agreement July 20, 2021.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley rescind Resolution No. 69, 538-N.S. (Unrepresented Employee Manual) and all other resolutions amendatory thereto and that the Unrepresented Employee Manual that includes the executed Memoranda Agreement as shown in Exhibit A attached hereto and made a part hereof, is hereby adopted as the City of Berkeley Unrepresented Employee Manual.

The foregoing Resolution was adopted by the Berkeley City Council on July 20, 2021 by the following vote:

Exhibit

- A: Amended Unrepresented Employee Manual Redline
- B: Unrepresented Employee Manual Clean

**Table of Contents**

**Table of Contents.....i**

**UNREPRESENTED EMPLOYEE MANUAL .....1**

**ARTICLE 1 - SALARY, OTHER PAY AND OVERTIME.....2**

    1.1 Intent .....2

    1.2 Hours and Days of Work.....2

    1.3 Workweek .....2

    1.4 Regular Workweek.....2

    1.5 Payment of Salaries.....2

    1.6 Salary Ranges without Salary Steps.....2

    1.7 Automobile Allowances.....2

    1.8 Mandatory Professional Fees and Licenses .....3

    1.9 Bilingual Pay .....3

    1.10 Overtime for FLSA Non-Exempt Employees .....3

    1.11 Emergency Overtime .....4

    1.12 Shift Differential.....4

    1.13 Fifty-Six (56) Hour per Week Work Schedule Leave Conversion Factor  
        .....4

    1.14 One-Time Allocation .....5

**ARTICLE 2 - PROBATIONARY PERIOD .....6**

    2.1 Length of Probationary Period .....6

    2.2 Objectives of Probationary Period .....6

    2.3 Rejection of Probationers.....6

    2.4 Rejection during Probationary Promotion .....6

**ARTICLE 3 - VACATION .....7**

    3.1 Vacation Leave .....7

    3.2 Vacation Approval.....7

    3.3 Vacation Accrual .....7

    3.4 Vacation Scheduling .....8

    3.5 Maximum Vacation Accumulation .....8

    3.6 Vacation Leave before Retirement .....9

3.7 Vacation Leave in Lieu of Sick Leave .....9

3.8 Payout upon Termination or Extended Unpaid Leave .....9

3.9 Holidays Occurring during Vacation.....9

**ARTICLE 4 - SICK LEAVE .....10**

4.1 Eligibility ..... 10

4.2 Sick Leave Not a Privilege .....10

4.3 Family Sick Leave .....10

4.4 Notice to Department Head .....10

4.5 Medical Verification ..... 10

4.6 Injury Incurred in Outside Employment..... 11

4.7 Bonus for Unused Sick Leave..... 11

4.8 Accumulation of Sick Leave ..... 11

4.9 Payout for Excessive Sick Leave for Employees Hired on or Before  
June 30, 2013 ..... 11

4.10 Effect of Leave without Pay on Sick Leave Accrual ..... 12

4.11 Accrued Sick Leave Canceled Upon Termination ..... 12

4.12 City of Berkeley Supplemental Retirement Plan [Termination 401(a)]  
..... 14

4.13 Accrued Sick Leave Applied to CalPERS Retirement Credit..... 14

4.14 Sick Leave Benefits and State Disability Insurance ..... 14

4.15 Workers' Compensation and Salary Continuation ..... 14

4.16 Sick Leave Accrual for Department Heads and Deputy City Managers  
..... 15

**ARTICLE 5 - HOLIDAYS .....16**

5.1 Holidays ..... 16

5.2 Floating Holidays ..... 16

5.3 Eligibility ..... 17

5.4 Part-Time Employee Eligibility ..... 17

5.5 No Work on the Holiday ..... 17

5.6 Work on the Holiday..... 17

**ARTICLE 6 - OTHER PAID LEAVES OF ABSENCE .....18**

6.1 Family Bereavement Leave ..... 18

6.2 Jury Duty Leave ..... 18

6.3 Continuing Education Leave ..... 19

6.4 Administrative Leave Program ..... 19

6.5 Temporary Employees – Earned Leave ..... 19

6.6 Abolishment of Temporary Employees – Earned Leave.....20

6.7 Temporary Employees Sick Leave .....20

6.8 Sick Leave Accrual .....20

6.9 Sick Leave Use .....20

**ARTICLE 7 - LEAVES OF ABSENCE WITHOUT PAY .....21**

7.1 Power to Grant Leave .....21

7.2 Authorized Leave Without Pay.....21

7.3 Unauthorized Leave of Absence.....21

7.4 Parental Leave .....22

7.5 Family Care Leave .....22

7.6 Military Leave .....22

**ARTICLE 8 - EMPLOYEE FRINGE BENEFITS.....23**

8.1 Group Medical-Dental Insurance Benefits .....23

8.2 Life Insurance .....23

8.3 Hourly Rated Employees in Lieu of Benefits.....23

8.4 Public Employees Retirement System: .....23

8.5 Supplementary Retirement and Income Plans .....30

8.6 Deferred Compensation .....30

8.7 PARS .....30

8.8 Public Safety Uniform Allowance .....31

8.9 Supplemental Retirement Plan and Trust Agreement .....31

**ARTICLE 9 - EMPLOYMENT AT-WILL .....32**

9.1 Employment At-Will.....32

9.2 No Right to Appeal Discharge.....32

9.3 Benefits .....32

9.4 Standards of Conduct .....32

9.5 Transfer or Appointment of Career Employee to an At-Will Position 32

**ARTICLE 10 - LAYOFF POLICY AND PROCEDURE.....34**

10.1 Statement of Intent.....34

10.2 Announcement of Layoff .....34

10.3	Vacancy Freeze .....	34
10.4	Seniority Service Date .....	34
10.5	Establishment of Seniority Lists .....	34
10.6	Order of Layoff .....	35
10.7	Notification .....	35
10.8	Employee Retreat Rights .....	35
10.9	Flexible Placement Program .....	36
10.10	Failure to Accept Offer under Layoff .....	36
10.11	Re-Employment List.....	37
10.12	Appeal Procedures .....	38
10.13	Audit.....	38
<b>ARTICLE 11 - DISCIPLINARY ACTION .....</b>		<b>39</b>
11.1	Policy .....	39
11.2	Final Decision Maker for Disciplinary Action.....	39
11.3	Disciplinary Actions.....	39
11.4	Written Reprimands for Fire Safety Employees.....	39
11.5	Written Reprimands for Non- Safety Employees .....	40
<b>ARTICLE 12 - COMPLAINTS, APPEALS AND HEARINGS .....</b>		<b>41</b>
12.1	Policy .....	41
12.2	Final Decision Maker for Purposes of this Article .....	41
12.3	Complaints .....	41
12.4	Right of Appeal .....	42
12.5	Method of Appeal.....	42
12.6	Investigations and Hearings.....	42
12.7	Hearing Procedures .....	42
12.8	Findings and Recommendations .....	43
<b>APPENDIX.....</b>		<b>44</b>
13.1	Administrative Leave.....	44
13.2	Automobile Allowance.....	44
13.3	Bilingual Premium Pay .....	44
13.4	Cash-In-Lieu Payments .....	45
13.5	Dependent Care.....	45
13.6	Life Insurance .....	46



13.7 Medical/Dental Insurance for Employees/Dependents .....46

13.8 Retiree Medical Plan.....47

13.9 Amendment of Retiree Health Premium Assistance Plans I and II, effective June 28, 1998, Restated and Amended effective March 22, 2011 .....47

13.10 Retiree Medical for Unrepresented Benefitted Employees .....47

13.11 Reimbursement Plan .....51

13.12 Fire Chief and Deputy Fire Chief Retiree Medical Plan .....56

13.13 Retiree Medical for Police Chief Classification .....57

13.14 Partially Subsidized YMCA Membership .....57

13.15 Part-Time Employees Eligible for Full Benefits .....57

13.16 Probationary Periods for Unrepresented Classifications .....58

13.17 Public Safety Uniform Allowance .....58

13.18 Regular “At-Will” Classifications.....58

13.19 City Manager Department Differential.....59

13.20 Shift Differential.....59

13.21 SRIP II Disability Insurance .....59

13.22 Vacation Schedules .....59

13.23 Special Pay for Camps Personnel .....60

13.24 Hazard Premium Pay for Clerical Mental Health Personnel .....60

13.25 Longevity Pay .....60

13.26 Longevity Pay for Confidential and Executive Management Employees .....60

13.27 Automobile Allowance for Police Chief .....61

13.28 Video Display Terminal Screening/Glasses.....61

13.29 Emergency Medical Technician .....61

13.30 Shoe Allowance .....61

13.31 Training Differential.....61

13.32 Summary of July 2018 Changes to the Unrepresented Employee Manual .....62

13.33 Summary of October 2017 Changes to the Unrepresented Employee Manual .....63

13.34 Summary of July 2018 Changes to the Unrepresented Employee Manual .....63

13.35 Agreement: City of Berkeley Recommended Benefits for and Unrepresented Employees .....63

## UNREPRESENTED EMPLOYEE MANUAL

This document establishes the rules governing benefits and working conditions, which are in effect for Unrepresented employees which have been approved by the City Council of the City of Berkeley.

This Unrepresented Employment Manual provides the personnel policies and procedures that affect the working conditions and benefits of unrepresented employees in the City of Berkeley. For purpose of categorization, all classifications are designated by a representation unit. Unrepresented employees are in classifications included in representation units Z-1; Z-2; Z-3; Z-9; X; and X-1, as noted in the City's Classification/Salary Resolution. The working conditions and benefits for represented employees are contained in their respective memoranda agreements. Rules, which describe general policies of the City's personnel system, are found in the City of Berkeley Personnel Rules and Regulations.

## **ARTICLE 1 - SALARY, OTHER PAY AND OVERTIME**

### **1.1 Intent**

This Section (Salary, Other Pay and Overtime) is intended only to define the normal hours of work and the time for which salary shall be paid, and to provide the basis for the calculation of overtime pay. Nothing in these rules shall be construed as a guarantee of hours of work per day or per week, or of days of work per week. The City's pay records, practices and procedures shall govern the payment of all wages.

### **1.2 Hours and Days of Work**

Hours and days of work shall be governed by rules established by the City.

### **1.3 Workweek**

The workweek shall consist of seven days beginning at 12:01 a.m. on Sunday to and including 12:00 midnight the following Saturday.

### **1.4 Regular Workweek**

The regular workweek shall consist of forty hours of work within the workweek.

### **1.5 Payment of Salaries**

Payment of salaries shall be bi-weekly and shall cover a pay period of two (2) consecutive workweeks. Each payment shall be made not later than Friday following the ending of each payroll period and shall include payment for all earnings reported during the previous payroll period.

### **1.6 Salary Ranges without Salary Steps**

In those classes of positions for which a salary range is established without a designation of salary steps, the City Manager is authorized to fix the salary rate at any point within the established salary range.

### **1.7 Automobile Allowances**

In addition to the salaries provided in the salary resolution, employees may be reimbursed for the use of automobiles owned by employees of the City of Berkeley and used on City business, as authorized by the City. Current automobile allowances are appended to this Manual, as shown in the Appendix, Section 13.27 (Automobile Allowance).

**1.8 Mandatory Professional Fees and Licenses**

The City will assume full payment of the mandatory professional fees and licenses required by employees in the following unrepresented classes in order to maintain their continued employment with the City of Berkeley:

Director of Public Works	City Attorney
Deputy Director of Public Works (Registered)	The Attorney Class Series
Rent Stabilization Board Staff Attorney Class Series	Audit Manager
Classes requiring a license to practice medicine	

**1.9 Bilingual Pay**

Employees appointed to positions requiring bilingual abilities, including Braille and sign language shall receive additional compensation as established by the City Council. Only those employees who possess second language competency, can demonstrate second language competency, and are serving in a position requiring competency in that particular language are entitled to receive the bilingual premium pay. The current level of approved compensation and procedures for qualifying and receiving bilingual pay are appended to these Rules, as shown in Appendix, Section 13.3 (Bilingual Premium Pay).

**1.10 Overtime for FLSA Non-Exempt Employees**

All employees who are covered by the overtime provisions of the Fair Labor Standards Act are designated as "FLSA non-exempt employees." Unless otherwise required by the Fair Labor Standards Act, all FLSA non-exempt employees, and employees in the classification of Battalion Chief, who are required to work in excess of their regular workweek shall be paid overtime compensation at the rate of one and one-half times the straight time rate based upon the regular monthly salaries or shall be given compensatory time off in lieu of payment at the rate of one and one-half hours off with pay for each overtime hour worked. The following provisions regarding overtime apply only to FLSA non-exempt employees and do not apply to FLSA exempt employees. FLSA non-exempt employees, temporarily promoted to FLSA exempt classifications, will be ineligible for overtime compensation for the duration of the appointment.

1.10.1 **Manner of Compensation:** An employee may be compensated for overtime by either compensatory time off or by payment; the method of overtime compensation shall be agreed upon by the employee and the supervisor at the time of obtaining approval to work overtime.

1.10.2 **Pre-Authorization:** No employee may work overtime without the express prior approval of his or her department head.

1.10.3 **Accrual Limit on Compensatory Time:** Compensatory time shall not accumulate in excess of sixty (60) overtime hours worked which is the equivalent of ninety (90) hours of compensatory time. Overtime accumulation in excess of sixty (60) hours shall be paid as compensation.

- 1.10.4 **Use of Compensatory Time:** All use of compensatory time off must be approved, in advance, by the employee's department head, on forms provided by the City.
- 1.10.5 **Effect of Termination on Compensatory Time:** An employee is entitled to compensation for any accumulated overtime upon resignation or termination.

### 1.11 Emergency Overtime

All FLSA non-exempt employees who are called to duty from their living quarters outside of their regular work hours and work days shall be paid emergency overtime compensation for the actual time worked provided, however, that each employee shall be paid a minimum of two (2) hours pay for emergency overtime unless such emergency overtime work is performed prior to the beginning of his or her work regularly scheduled work period without a break in service in which case, compensation shall be paid only for the actual time worked.

### 1.12 Shift Differential

All unrepresented FLSA non-exempt employees (except for Police Aides) who regularly work a shift of eight hours or more, which includes more than four hours between the hours of 5:00 p.m. and 12:00 a.m., or between 12:00 a.m. and 7:00 a.m., are paid a shift differential in addition to their regular base rate of pay in an amount established by the City Council. The current shift differential rate paid to unrepresented employees is in the Appendix to this Manual.

### 1.13 Fifty-Six (56) Hour per Week Work Schedule Leave Conversion Factor

The conversion factor for Fire Management employees accruing and using vacation leave, sick leave or sick leave bonus bank of hours is as shown below. The intent of the parties is to have the dollar value of the vacation leave, sick leave or sick leave bonus bank of hours accrued be the same whether an employee is assigned to a fifty-six (56) hour per week schedule or a forty (40) hour per week schedule.

- 1.13.1 **Leave Accrual for 56 Hour per Week Schedule:** Vacation leave, sick leave or sick leave bonus bank of hours accrued on a fifty-six (56) hour per week scheduled is converted to a forty (40) hour per week schedule by multiplying number of hours of vacation leave or sick leave accrued by the conversion factor of 0.7143.
- 1.13.2 **Leave Accrual for 40 Hour per Week Schedule:** Vacation leave, sick leave or sick leave bonus bank of hours accrued on a forty (40) hour per week scheduled is converted to a fifty-six (56) hour per week schedule by multiplying number of hours of vacation leave accrued by the conversion factor of 1.4.

### 1.14 One-Time Allocation

Employees in Units Z-1, Z-2, Z-3, Z-6, and Z-9 who are in paid status as of July 29, 2018 will receive a one-time allocation of \$2,000.00 (prorated for part-time employees) on August 17, 2018, minus applicable local, state and/or federal taxes.

### 1.15 Payroll Specialty Pay

City shall provide (“payroll clerks”) identified by the City in Unrepresented Employees a one-time lump sum payment of \$500.00 effective the first full pay period after Council adoption of this successor agreement and a second \$500.00 one-time lump sum payment the first full pay period in January 2022 for only those employees in the Accounting Office Specialist III classification. Such payments are subject to applicable payroll taxes and will not be considered pensionable salary. At the time of each payment, employee must be still employed by the City and must still be in the Accounting Office Specialist III classification. Employees working less than full-time (40 hours per week, 2,080 hours per year) shall receive a pro rata share of the one-time lump sum payment based on the number of hours they are assigned to work. For example, an employee working 30 hours per week, shall receive 75% of the one-time lump sum payment (\$375 effective the first full pay period after Union ratification and Council adoption of this successor agreement and \$375.00 the first full pay period in January 2022).

#### 1.15.1 Salary Resolution

Effective the first full pay period in July 2021 after Council adoption on its regular agenda, the salary ranges for those classifications covered by this Manual shall receive a salary increase of four percent (4.0%).

Effective the first full pay period in July 2022, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall be increased by three percent (3.0%)

Effective the first full pay period in July 2023, the salary ranges for those classifications covered by this Manual as listed in Exhibit A shall be increased by one percent (1%).

Effective the first full pay period after City Council adoption on its regular agenda, a onetime non-pensionable lump sum payment of \$1,000.00 for each career bargaining unit employee shall be conferred. Eligible employees must be current City employees in paid status for the full pay period this lump sum is conferred and shall not apply to unit members who are in unpaid status. Such payment shall be subject to required payroll tax deductions. The parties agree that this

lump sum provision does not create or bind the City to any precedent or past practice.

## **ARTICLE 2 - PROBATIONARY PERIOD**

### **2.1 Length of Probationary Period**

All original and promotional appointments to positions in the career service shall be tentative and subject to a probationary period. The length of the probationary period shall be determined for each class by the City Council. However, the length of the probationary period shall not be less than six months of actual service (1040 hours) or more than two years of actual service (4160 hours). A six (6) month probationary period must be completed in no more than one (1) year. A one (1) year probationary period (2080 hours) must be completed in no more than two (2) years. A two (2) year probationary period must be completed in no more than three (3) years. A current schedule of probationary periods for unrepresented classes is appended to this Manual, as shown in Appendix, Section 13.16 (Probationary Periods for Unrepresented Classifications).

### **2.2 Objectives of Probationary Period**

The probationary period shall be regarded as a part of the selection process and shall be used to closely observe and evaluate the employee's work, to secure the most effective adjustment of a new employee to his or her position, and to eliminate any probationary employee whose performance does not meet the required standards of work.

### **2.3 Rejection of Probationers**

During the probationary period, an employee may be rejected from employment at any time by the City Manager without cause and without the right of appeal.

### **2.4 Rejection during Probationary Promotion**

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he or she was promoted unless charges are filed and he or she is discharged in the manner provided in the Personnel Ordinance and these rules.



## ARTICLE 3 - VACATION

### 3.1 Vacation Leave

All benefitted employees shall be entitled to annual vacation leave subject to the provisions in this chapter.

### 3.2 Vacation Approval

All vacations must be approved, in advance, by the employee's department head, on forms provided by the City.

### 3.3 Vacation Accrual

3.3.1 **Full Time Benefitted Employees:** During the first two (2) calendar years of employment, all full time benefitted employees shall be entitled to take only such annual vacation leave as the employees earn based on their continuous length of service measured from the date of hire. After two (2) years of service, employees may request, and upon approval, take up to a maximum of two (2) weeks of their annual vacation, in advance of actual earning. Approval of requests for advance vacation shall be solely at the discretion of management.

Vacation accrues according to schedules established by the City Council and can vary for different groups of employees. The current vacation schedules for full time unrepresented employees are in the Appendix to this Manual.

3.3.2 **Part Time and Temporary Employees:** Benefitted part-time employees working a minimum of twenty (20) hours per week accrue vacation benefits on a pro rata basis. Employees who work less than twenty (20) hours per week and temporary employees, unless otherwise authorized, do not accrue leave benefits

3.3.3 **Accrual of Vacation Credits:** Vacation leave credits are only accrued for each straight time hour for which the employee is paid.

3.3.4 **Effect of Extended Leave on Vacation Accrual:** An employee who has returned from extended military leave or an extended authorized leave of absence without pay of six (6) months or more or who has been re-employed or reinstated shall be entitled, during the calendar year in which the employee returns to the City service, to earn vacation according to a schedule based upon the total years in the career service with the City and upon the total number of months of actual service with the City during the said calendar year. For succeeding calendar years, the employee's vacation leave shall accrue as provided in this Manual.

**3.3.5 New Hire Vacation Accrual:** For new hires, the City Manager may authorize vacation accrual at a higher rate, up to the maximum accrual rate, depending upon the paid leave accrual of the potential employee at his or her present employer. The new hire must be able to document his or her current paid leave accrual, which has been earned for general use, such as vacation. The waiting period to advance to the next accrual rate would be the actual number of years between the respective accrual levels.

### **3.4 Vacation Scheduling**

The times during the calendar year at which an employee shall take his or her vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that a department head cannot permit the employee to take an annual vacation leave or any part of such leave within a particular calendar year, the employee may accrue vacation according to Section 3.3 (Vacation Accrual) of this Manual.

### **3.5 Maximum Vacation Accumulation**

Employees may defer vacation earned up to a maximum cumulative total of eight (8) weeks. An employee who has attained maximum accumulation may be required to take all excess earned vacation at the option of the City. Not later than October 1 of each year, the City will advise employees who have attained a maximum accumulation of vacation whether such excess earned vacation must be scheduled as time off prior to March 31. Such time off shall be scheduled in accordance with the provisions of Section 3.2 (Vacation Approval).

The City shall require all employees to reduce their accrued vacation balances to no more than 320 hours, as of the last pay period in February of each year. To effectuate the requirement that employees not accrue more than 320 hours vacation leave, no later than November 15 of each year the City will provide Department Heads with a report identifying all employees who have accrued two hundred and eighty (280) hours of vacation leave and appear in danger of exceeding the 320 hour limit.

Employees who have accrued 280 hours of vacation leave, as of that date, will be advised by their supervisor that they must take vacation leave to reduce their vacation leave accrual by February of the following year.

Supervisors should be flexible in granting employee vacation requests to those employees above, or approaching the 320 hours limit, and further, that with regard to employees who are in danger of exceeding the 320 hour limit, no vacation request by such an employee shall be unreasonably denied. If an employee who is in danger of exceeding the 320 hour limit fails by December 31 to schedule a vacation to be taken before the last pay period in February, the City has the

authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation.

If, due to operational necessity, a department head denies an employee vacation leave and does not provide the employee with an alternate vacation date, and as a result causes the employee to exceed the 320 vacation leave limit, said employee shall nonetheless be entitled to use that vacation leave in the next calendar year to the extent necessary to reduce their accrued vacation to not more than 320 hours. Under no circumstances will the City liquidate any vacation leave balances for any employee during employment.

### **3.6 Vacation Leave before Retirement**

Accumulated vacation shall not be used immediately prior to retirement, which has the effect of extending the date of retirement, but shall be paid out in full upon retirement.

### **3.7 Vacation Leave in Lieu of Sick Leave**

Except for absences that qualify for benefits under Administrative Regulation 2.4 (Family Care Leave) Vacation leave shall not be used in lieu of accrued sick leave for absences due to illness. If accrued sick leave is exhausted, vacation leave may be used for absences due to illness, only if such leave is approved by the employee's department head.

### **3.8 Payout upon Termination or Extended Unpaid Leave**

Upon termination, including death, extended military leave or other extended leave without pay, an employee or his or her estate shall be paid for all accrued unused vacation leave at the employee's base rate at the time of his or her termination, and such employee or his or her estate shall reimburse the City for any vacation leave taken before it had accrued, in accordance with provisions established by the City Manager.

### **3.9 Holidays Occurring during Vacation**

If an observed City holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period.

## **ARTICLE 4 - SICK LEAVE**

### **4.1 Eligibility**

All full-time benefitted employees are eligible for one (1) sick leave day (eight [8] hours) per month of service, except that the Police Chief hired before September 11, 2012 is eligible for two (2) sick leave days for each month of service during the twenty-first (21) year of employment and thereafter. Employees in the classifications of Fire Chief and Deputy Fire Chief shall be credited with two (2) sick leave days for each month of service during the seventeenth (17<sup>th</sup>) year of employment and thereafter. Part time benefitted employees are eligible to accrue sick leave on a pro rata basis.

### **4.2 Sick Leave Not a Privilege**

Sick leave shall not be considered a privilege, which an employee may use at his or her discretion, but shall be allowed only in the case of his or her sickness or disability or in the case of illness within the defined family of the employee.

### **4.3 Family Sick Leave**

As of January 1, 1999, employees may use up to fifteen (15) working days of accrued sick leave in a calendar year to care for a family member, limited to one of the following: a legal dependent, parent, spouse, son, daughter or domestic partner.

### **4.4 Notice to Department Head**

In order to qualify for sick leave benefits, the employee shall notify his or her department head or designee prior to or within two (2) hours after the time set for the beginning of the employee's daily duties, or as otherwise required by the department head. Leave for non-emergency medical appointments shall be requested in advance of the workday.

### **4.5 Medical Verification**

The City of Berkeley retains the right to request a verification from a licensed medical practitioner under appropriate circumstances which include (1) showing that an employee's illness or disability has started or ended, before the City will allow an employee to take a leave or to return from leave, (2) showing regular updates during a medical leave of absence regarding the employee's medical status and the date the employee expects to return to work, (3) where reasonable cause exists to believe that the employee is not medically fit to perform the essential functions of the job or that the employee cannot perform the job without endangering the health and safety of the employee or others, and (4) where reasonable cause exists to believe that the employee is abusing sick leave or family sick leave. Sick leave pay may be withheld if a satisfactory verification is not received.

#### 4.6 Injury Incurred in Outside Employment

No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that the injury is covered by California's workers' compensation law or by provisions of the other employer granting payment for time off because of the injury. In the event the injury is not covered either by the workers' compensation law or by the other employer's provisions, sick leave will be granted in accordance with this chapter only if the outside employment had been authorized by the City before the injury occurred

#### 4.7 Bonus for Unused Sick Leave

For every six (6) months of perfect attendance, the employee will receive eight (8) hours of bonus time. "Perfect attendance" means the employee has not received sick leave or salary continuation benefits and has not taken or been placed on leave without pay. Benefitted part time employees will receive sick leave bonus time on a pro rata basis. Sick leave bonus can be used for any leave purpose authorized by this Manual.

#### 4.8 Accumulation of Sick Leave

Employees may accumulate sick leave up to a maximum of two hundred (200) days (1600 hours) except for the classifications named below.

The Police Chief and Fire Chief may accumulate sick leave in excess of the 1600-hour limit by 100 hours per year.

#### 4.9 Payout for Excessive Sick Leave for Employees Hired on or Before June 30, 2013

All employees, except employees in the classification of Deputy Fire Chief hired on or before June 30, 2013 in the career service who regularly work one-half time or more who have attained the two hundred (200) day maximum sick leave accumulation shall be entitled to receive payment for one-third (1/3) of the first twelve (12) days of sick leave days (or if earning sick leave at the rate of two (2) working days each month of service, one-third (1/3) of the first twenty-four (24) days of sick leave days), for which sick leave days they become eligible, they do not use and they would otherwise forfeit because of the two hundred (200) day maximum limitation. Determination of eligibility for such payment shall be made on an annual calendar year basis, and payment for such sick leave for any calendar year shall be made not later than the first full pay period in January. Such payment shall be at the employee's salary rate in effect on the preceding December 31, and shall be made only in units of whole days and will not be made for any fraction of a day.

4.9.1 **Deputy Fire Chief:** For employees in the classification of Deputy Fire Chief, the following provisions shall apply. In each year following that 1200 hour base year, the employee may, on a form provided by the City, elect to receive pay for excess sick leave or may elect to increase his or her sick leave accumulated base by the 96 hours and take any additional

excess sick leave in pay at the following prescribed rate: employees who choose to increase their sick leave accumulated base by the 96 hours will receive 50% pay off rate in March; employees who choose to receive pay out for excess sick leave over the base, and do not exercise the option of increasing their accumulated sick leave base by 96 hours in any particular year, will be paid for excess sick leave at the 38% pay off rate in March.

Forms, provided by the City along with projected excess sick leave balances, shall be distributed to affected employees by February of each year and shall be returned to the City by February 15th. If an employee uses part of an established "sick leave maximum accumulation level", the employee may replenish the used portion at the applicable rate.

Determination of eligibility for such payment shall be made on an annual basis, and payment for such sick leave for any calendar year shall be made during the month of March each year. Such payment shall be made at the employee's regular monthly salary rate in effect on the last day of the first pay period to end in March. An employee shall be eligible for this provision whether or not the employee is on the payroll as of the last day of the first pay period to begin and end in March.

- 4.9.2 **Police Chief and Fire Chief Hired on or before June 30, 2013:** For the Police Chief and Fire Chief hired on or before June 30, 2013, the maximum sick leave accrual allowed shall be adjusted at the rate of 100 additional hours per year above the 1600-hour limit. The employee may elect to receive pay for the excess sick leave or may elect to increase the base by 100 hours, in each subsequent year. Payment for excess sick leave is prescribed at 1/3 of the excess leave balance.

#### 4.10 Effect of Leave without Pay on Sick Leave Accrual

Sick leave will not accrue during any period of absence without pay. Sick leave credits are accrued on the basis of actual straight time hours worked or paid, based on a forty-hour workweek.

#### 4.11 Accrued Sick Leave Canceled Upon Termination

Except as otherwise provided under the CalPERS conversion of sick leave retirement credit benefit (California Government Code Section 20965) and the other exceptions set forth below, all accrued sick leave shall be canceled upon termination of an employee. Such leave shall be credited back to the employee if the employee returns to City employment within two (2) years of termination except as otherwise provided by the City Council, or within three (3) years of termination if re-employed under the City's Layoff Policy provided in this Manual.

- 4.11.1 **CalPERS Miscellaneous Members, Chief of Police Hired on or before June 30, 2013 Sick Leave Payout:** For CalPERS

Miscellaneous members and Chief of Police hired on or before June 30, 2013 who voluntarily separate from service with a vested pension and at least twenty (20) years of benefitted City of Berkeley service or to employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City shall be entitled to liquidate a portion of their accrued but unused sick leave as follows: Upon termination, employees with between twenty (20) years and twenty-eight (28) years of benefitted City of Berkeley service shall be entitled to receive payment in an amount equal to 38% of their accrued sick leave days up to a maximum of two hundred (200) unused sick leave days.

All employees hired on or after July 1, 2013 shall not be eligible for payment of any unused sick leave days.

Employees hired on or before June 30, 2013 who voluntarily separate from service with a vested pension and at least twenty-eight (28) years of benefitted City of Berkeley service or employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the City, with at least twenty-eight years of benefitted City of Berkeley service, shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred (200) unused sick leave days. Employees hired on or after July 1, 2013 shall not be eligible for payment of any unused sick leave days.

- 4.11.2 **Fire Chief and Deputy Fire Chief Hired on or before June 30, 2014 Sick Leave Payout:** For employees hired on or before June 30, 2014 in the classification of Fire Chief and Deputy Fire Chief who retire or voluntarily terminate with twenty (20) years of service or who retire on permanent disability arising out of and incurred in the course and scope of their employment with the City, shall be entitled to receive payment at retirement or termination of unused sick leave days, based on the following schedule:

Number of Days	% of Payment
0-75 Days	38%
75-99 Days	41%
100-124 Days	44%
125-149 Days	47%
150 Days and over	50%

Employees in classifications identified in this Section 4.11.2 (Fire Chief and Deputy Fire Chief Hired on or before June 30, 2014 Sick Leave Payout) hired on or after July 1, 2014 shall not be eligible for payment of any unused sick leave days.

**4.12 City of Berkeley Supplemental Retirement Plan [Termination 401(a)]**

Employees who retire on a vested pension shall be eligible to participate in the City of Berkeley Supplemental Retirement Plan. The Supplemental Retirement Plan provides for negotiated required roll-forwards of accrued but unused leave, and also permits the City to do a "tax pick-up" of employee contributions under Section 414(h)(2) of the Internal Revenue Code. A tax pick-up works through an irrevocable payroll deduction authorization, on an individual by individual elective basis, to contribute accrued but unused sick leave, vacation leave, compensatory time, floating holiday and bonus sick leave into an Internal Revenue Code 401(a) defined contribution plan. The Supplemental Retirement Plan Document shall govern administration of the Plan.

**4.13 Accrued Sick Leave Applied to CalPERS Retirement Credit**

The conversion of unused sick leave to retirement credit benefit under Government Code Section 20965 offered by CalPERS as an optional benefit to contracting agencies shall be made available to employees who retire with a vested pension.

**4.14 Sick Leave Benefits and State Disability Insurance**

Employees may use their accrued sick leave benefits during the normal seven day period before the eligible employees are paid benefits from State Disability Insurance. Following the seven day period, an employee will continue to receive accrued sick pay until exhausted and then, upon approval by the department head, accrued vacation or compensatory pay, less the disability benefits actually received.

**4.15 Workers' Compensation and Salary Continuation**

Workers' compensation payments shall commence in accordance with State law, on the fourth day following an industrial injury, unless the employee is hospitalized in which case payment commences on the first day of injury. For the purpose of this Section (Workers' Compensation and Salary Continuation), "hospitalized" means confinement.

For all career and regular at-will employees who are receiving or shall receive workers' compensation benefits for an industrial injury, the City will pay retroactive compensation benefits to the eligible employee for the normal three day waiting period before the employee is paid workers' compensation benefits for temporary disability pursuant to California law governing the industrial injury or illness.

Payments under the workers' compensation law for temporary disability or a recurrence thereof arising out of and in the course of employment shall be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay, but shall not exclude any salary adjustments to which the employee is entitled. Thereafter, the employee will continue to receive only the temporary disability payments provided under State law and the City shall cease to pay the difference.



#### 4.15.1 Salary Continuation Benefit

1. New Accepted Claim with Overlapping Previously Accepted Injury - Where an Employee sustains a subsequent industrial injury as part of a new accepted workers' compensation claim that includes a previously accepted body part in the same five (5) year period, Employee shall be entitled to a period of time not to exceed 183 days of Salary Continuation Benefits.
2. New Accepted Claim with No Overlapping Previously Accepted Injury - Where an Employee sustains another industrial injury resulting in a new accepted workers' compensation claim within the same five (5) year period that does not include a previously accepted body part, the Employee's new accepted claim shall be entitled to a period of time not to exceed 365 days of the Salary Continuation Benefit.
3. New Accepted Claim for Same Previously Accepted Injury after Five (5) Years - Where an Employee sustains an industrial injury to a previously claimed body part after five (5) years from the initial Date of Injury, the Employee shall be entitled to a new period of time not to exceed 365 days of the Salary Continuation Benefit. In effect, after five (5) years from the initial Date of Injury, the benefit resets with respect to a previously claimed body part.
4. Workers' Compensation Medical Appointments and Salary Continuation - For the purposes of the Salary Continuation Benefit, effective January 1, 2019, the City shall calculate absences from work to attend medical appointments for the treatment of an accepted industrial injury in one (1) hour increments for the purposes of running against the maximum 365 days of Salary Continuation.

#### 4.16 Sick Leave Accrual for Department Heads and Deputy City Managers

At the time of appointment of new hires in regular at-will department head classifications and Deputy City Managers, the City Manager may authorize credit for accrual of sick leave based on sick leave accrual with a prior employer in an amount that does not exceed four weeks of sick leave credit.

## ARTICLE 5 - HOLIDAYS

### 5.1 Holidays

The City observes the following holidays and provides all full time regular, at-will and career employees. Contingent upon agreement by all Employee Bargaining Units, the parties agree that the Lincoln Holiday shall be eliminated and that Cesar Chavez Day – observed on March 31, or on the Monday or Friday closest to March 31 if it falls on a Saturday or Sunday would be added instead.

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Malcolm X's Birthday	Monday or Friday nearest May 19
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People's Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas	December 25

### 5.2 Floating Holidays

Full time, regular at-will, and career employees who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. Employees may take floating holidays in one (1) hour increments. Employees who terminate employment within the first six (6) months of initial employment shall not be eligible for payout of any accrued but unused floating holiday.

In the first calendar year of employment, employees shall be granted prorated floating holidays as follows:

<b>Date of Hire</b>	<b>Number of Floating Holidays</b>
Hired January 1 - April 30	3 days
Hired May 1 - August 31	2 days
Hired September 1- December 31	1 day

All use of floating holidays must be approved, in advance, by the employee's department head, on forms approved by the City. The days on which the employee shall take his or her floating holiday(s) shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that a department head

cannot permit the employee to take the floating holiday(s) within a particular calendar year, the employee shall add the unused floating holiday(s) to the employee's accrued vacation according to Section 3.5 (Maximum Vacation Accumulation).

### **5.3 Eligibility**

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workdays before the holiday.

### **5.4 Part-Time Employee Eligibility**

Benefitted part time employees are eligible for holiday benefits on a pro rata basis.

### **5.5 No Work on the Holiday**

Employees in the career service who are not scheduled to work on the day observed as a holiday will be granted an alternative scheduled holiday. The alternative holiday must be scheduled, by the department head, during the same workweek.

### **5.6 Work on the Holiday**

FLSA non-exempt benefitted employees who work on a scheduled holiday shall be paid at one and one-half times their normal base rate for all hours worked or shall be granted the equivalent amount of compensatory time off. In either event, the holiday pay shall be in addition to the employees' regular salary.

## ARTICLE 6 - OTHER PAID LEAVES OF ABSENCE

### 6.1 Family Bereavement Leave

Any benefitted employee who experiences a death in the immediate family is granted death leave of up to three (3) working days for the purpose of attending the funeral or memorial service in the State of California, or up to five (5) working days for the purpose of attending the funeral or memorial service outside the State of California. Employees in the classification of Fire Chief and Deputy Fire Chief shall be granted one week (five (5) consecutive calendar days) for a death in the immediate family whether in state or out of state for the purpose of attending the funeral or memorial service.

For all employees except those employees in the classification of Fire Chief and Deputy Fire Chief, "immediate family" is limited to wife, husband, mother, father, sister, brother, child, grandmother, grandfather, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, dependent or domestic partner. For employees in the classification of Fire Chief and Deputy Fire Chief, "immediate family" is limited to wife, husband, domestic partner mother, father, sister, brother, child, grandmother, grandfather, aunt, uncle mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren or dependent residing within the household.

Bereavement leave will be paid at the employee's normal base rate of pay for the actual time lost and is allowed solely for the purpose of attending funeral or memorial services. The department head may, within his or her discretion, grant the employee additional time off provided that all accrued vacation and/or sick leave shall be used prior to taking a leave of absence without pay for this purpose.

In special cases, with the approval of the department head, the City Manager may grant death leave within his or her discretion to allow an employee to attend a funeral or memorial services because of the death of persons not included within the definition of immediate family.

### 6.2 Jury Duty Leave

Any benefitted employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his or her department head, shall be entitled to be absent with pay from his or her duties with the City during the period of such service and while necessarily being present in court as a result of such call. An employee is required to be present at work when not serving as a trial juror or as a member of a jury selection panel. An employee will notify his or her supervisor of any requirements (on-call status) made by the court that may affect the employee's ability to simultaneously fulfill his or her jury duty service and employment obligations. The employee will keep any payment received for jury service including mileage reimbursement.

### 6.3 Continuing Education Leave

The City will grant a continuing education leave of absence with pay up to forty hours per year to benefitted employees who are required by their employment or continuing employment with the City of Berkeley to pursue course work in order to:

- (a) renew a license issued by the State of California; or
- (b) obtain a license issued by the State of California provided that employees verify to the City that the course work for the initial license was not offered as a part of their basic curriculum.

Upon prior approval of the department head, FLSA non-exempt employees who take required course work during non-scheduled work hours in order to obtain or renew a job-required license shall be allowed time off from work on an hour-for-hour basis without loss of compensation or other benefits.

### 6.4 Administrative Leave Program

The City Manager provides for paid administrative leave to eligible employees as set forth in the Appendix to this Manual. Administrative leave is not charged against other accrued leave balances.

### 6.5 Temporary Employees – Earned Leave

A temporary employee who works one thousand forty (1040) hours or more in a calendar year and is in active employment during December of such year, shall be credited with forty (40) hours of paid time off to be used by such employee in the subsequent calendar year for either paid vacation or paid sick leave. The following conditions shall apply to the use of this earned leave as paid time off:

- a. To qualify for earned leave as vacation, the employee must apply, in writing, to the employee's supervisor at least thirty calendar days in advance of the desired time off. The granting or denial of the requested time off shall be in writing and shall be controlled by program considerations as established by the City.
- b. To qualify for earned as sick leave, the employee must notify the employee's supervisor of an inability to report to work by reason of illness or injury in advance of the scheduled work.
- c. An employee who has any unused earned leave credit shall receive payment for such time upon termination of temporary employment. All credited earned leave not utilized by employees at the end of the calendar year in which the employees are eligible to take such leave will be paid at the end of such year as wages and this earned leave shall not be accumulated from year to year.

## 6.6 Abolishment of Temporary Employees – Earned Leave

Effective July 1, 2015, Section 6.5 (Temporary Employees – Earned Leave) is abolished in its entirety and replaced with the following Section 6.7 (Temporary Employees Sick Leave).

## 6.7 Temporary Employees Sick Leave

Effective January 1, 2015, Temporary Employees who have been employed for at least 90 days on July 1, 2015 are eligible to accrue and use sick leave based on hours worked after July 1, 2015 as provided in Section 6.8 (Sick Leave Accrual) below.

## 6.8 Sick Leave Accrual

Effective July 1, 2015, once a temporary employee works for 30 days within a calendar year, the employee shall be eligible to accrue one (1) hour of sick leave for every 30 hours worked thereafter, to a maximum accumulation of 48 hours. Once an employee accrues 48 hours sick leave, the employee shall not accrue any additional sick leave hours until his or her sick leave balance is below the maximum of 48 hours. Under no circumstances will an employee be allowed to accrue more than 48 hours sick leave.

## 6.9 Sick Leave Use

Temporary Employees shall be eligible to use sick leave beginning on the 90<sup>th</sup> day of work. Sick leave shall be used in a minimum of two (2) hours increments, and limited to a maximum of 24 hours use each calendar year. Unused accrued sick leave hours shall carry over to the following calendar year. The following conditions shall apply to the use of this sick leave as paid time off:

- a. Sick Leave may be used for the following purposes: Diagnosis, care, or treatment, of an existing health condition or, preventive care for, an employee or an employee's family member; for an employee who is a victim of domestic violence, sexual assault, or stalking. To qualify for earned as sick leave and if the need for sick leave is foreseeable, the employee must notify the employee's supervisor of an inability to report to work in advance of the scheduled work. If the need for sick leave is unforeseeable, the employee shall provide notice to the immediate supervisor of the need for the leave as soon as practicable.
- b. All accrued and unused sick leave shall be cancelled upon separation/termination of employment. Such previously accrued and unused sick leave shall be credited back to the employee if the employee returns to City employment within one (1) year from the date of separation.

## ARTICLE 7 - LEAVES OF ABSENCE WITHOUT PAY

### 7.1 Power to Grant Leave

The City Manager shall have the power within his or her sole discretion to grant leaves of absence, with and without pay.

### 7.2 Authorized Leave Without Pay

Upon request of the employee, a department head may grant or deny a leave of absence to an employee within his or her department without pay for a period not to exceed thirty working days. No leave without pay shall be granted for more than thirty working days except upon written request of the employee and written approval of the City Manager.

7.2.1 **Required Exhaustion of Accrued Leave:** In the event of an authorized absence due to illness, the employee must use all accrued sick, compensatory and vacation leave prior to receiving authorization for leave without pay. In the event of personal leaves not related to sickness, the employee must use all accrued compensatory and vacation leave prior to receiving authorization for leave without pay. However, employees in the classifications of Legislative Assistant and Assistant to the Mayor are not required to use all accrued compensatory and vacation leave prior to receiving authorization for leave without pay for the employee's respective appointing Councilmember or the Mayor. This subsection does not apply to parental leave or to the exhaustion of sick leave by employees in the classification of Deputy Fire Chief as referenced in Section 7.2.2 (Fire Chief and Deputy Fire Chief Use of Sick Leave), below.

7.2.2 **Fire Chief and Deputy Fire Chief Use of Sick Leave:** In the event of illness or injury of an employee in the classification of Fire Chief and Deputy Fire Chief requiring the use of sick leave, the employee has the option to notify the City in writing that he/she wishes to freeze the use of sick leave after thirty (30) days, prior to receiving authorization for leave without pay, in order to utilize the International Association of Fire Fighters sponsored Long Term Disability benefit.

7.2.3 **Grounds for Discharge:** Failure on the part of an employee to report to work promptly at the expiration of the authorized leave without pay will result in discipline up to and including termination.

### 7.3 Unauthorized Leave of Absence

All paid and unpaid leaves of absence must be approved in accordance with the applicable sections of this Manual. Any absence on the part of the employee who has failed to obtain such approval or failure of an employee to report for duty without appropriate authorization as required by each department will result in the employee being placed on unauthorized leave of absence without pay.

7.3.1 **Grounds for Discharge:** Unauthorized leave of absence without pay shall be cause for disciplinary action up to and including termination.

#### 7.4 Parental Leave

Any employee with one or more years of benefitted employment with the City of Berkeley shall be entitled to up to one year of parental leave upon the birth of a child or the adoption of a child who is five years or younger as provided in Administrative Regulation 2.4 (Family Care Leave).

#### 7.5 Family Care Leave

The City will fully comply with the requirements of the state and federal law regarding pregnancy disability leave and medical/family illness/child care leave where their provisions are more generous than those provided elsewhere in this Manual or Administrative Regulation 2.4 (Family Care Leave). Leaves under this Section 7.5 (Family Care Leave) and Section 7.4 (Parental Leave) and as provided in Administrative Regulation 2.4 may not be combined to yield a larger amount of leave than the state or federal maximums and may not be combined to exceed the maximum one year period of parental leave provided by the City of Berkeley.

#### 7.6 Military Leave

Employees will be granted a leave of absence without pay with appropriate seniority, pay, status and vacation as required by law for the purpose of fulfilling any required military obligation.



## ARTICLE 8 - EMPLOYEE FRINGE BENEFITS

### 8.1 Group Medical-Dental Insurance Benefits

Benefitted employees and their dependents may participate in the City's group medical and dental benefits, which are summarized in the Appendix.

8.1.1 **Part Time Employment:** All benefitted employees who work a minimum of twenty hours, but less than forty hours per week, qualify to receive prorated health and dental benefits and shall pay a pro rata portion of the health and dental insurance premiums. Full time career employees who accept part time employment in lieu of layoff shall continue to receive full health and dental benefits paid by the City.

8.1.2 **Medical Plan for Part-Time Employees:** Effective November 1, 2016, the City will pay 75% of the cost of the medical plan which is fully paid for full-time employees for those benefitted part-time employees who work twenty (20) to twenty-nine (29) hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for benefitted full-time employees for those part-time employees who work thirty (30) or more hours per week.

8.1.3 **Medical Contribution Executive Managers:** Effective July 1, 2019, the City Manager, Deputy City Manager, and all department heads shall pay fifty dollars (\$50.00) per month via pre-tax payroll deduction toward their health premium, and the City will pay an amount equal to the balance of the Kaiser monthly premium rate for the employee's applicable single, two-party, or family employee category.

### 8.2 Life Insurance

The City provides basic group life insurance coverage by a carrier of the City's choice to all benefitted employees and pays the full amount of the life insurance coverage. The City also provides the option to benefitted employees to purchase additional coverage, at their own expense. A summary of the terms of the life insurance coverage is in the Appendix.

### 8.3 Hourly Rated Employees in Lieu of Benefits

Except for employees in the Aquatics Specialist II and Senior Aquatics Specialist classifications, the Salary Resolution shall provide that hourly-rated employees working in career benefitted classifications will receive an additional seven percent (7.0%) in lieu of benefits.

### 8.4 Public Employees Retirement System:

8.4.1 **Participation:** The City shall continue to participate in the Miscellaneous Employees Plan, the Safety Fire Plan and the Safety

Police Plan of the California Public Employees Retirement System ("CalPERS"). All benefitted employees shall participate in one of these plans.

8.4.2 **"Classic Employees" Definition:** Classic Employees are defined as current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

8.4.3 **CalPERS Retirement Formula for Miscellaneous Employees "New Members" as Defined under PEPRA:** Miscellaneous Employees "New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2% at age 62 retirement formula with the highest three (3) year average compensation as set forth in PEPRA.

8.4.4 **CalPERS Miscellaneous Employees Retirement Formula and Employer Paid Member Contribution for Classic Employees:** Effective January 1, 2003, the City amended its Miscellaneous Employees Plan contract with CalPERS to provide the 2.7% at age 55-retirement formula benefit improvement and the City's contribution to CalPERS on behalf of Miscellaneous employees increased from 7% to 8%. Effective July 3, 1994, contributions made pursuant to this Section shall be reported to CalPERS as "special compensation" as provided in Government Code Section 20636(c)(4) pursuant to Section 20691. Said contributions shall not apply in the case of temporary or provisional employees.

The contributions in Section 8.4.4 (CalPERS Miscellaneous Employees Retirement Formula and Employer Paid Member Contribution for Classic Employees) shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked or for other differentials; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed therefore.

8.4.5 **Miscellaneous Employees Classic Employee Pension Contribution through a 20516 Contract Amendment**

- 8.4.5.1 **June 4, 2017:** Effective June 4, 2017, Miscellaneous employees will contribute one percent (1%) toward the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions via automatic payroll deduction on a pre-tax basis. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.
- 8.4.5.2 **December 31, 2017:** Effective December 31, 2017, Miscellaneous employees will contribute an additional seven percent (7%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions on a pre-tax basis, for a total of eight percent (8.0%), via automatic payroll deduction on a pre-tax basis. Such employee deductions by the City shall be used towards the City's CalPERS required contributions. The parties recognize that the Employer Paid Member Contributions (EPMC) shall remain in effect as long as the CalPERS amendment stays in effect.
- 8.4.5.3 If legislation is enacted requiring employers under the CalPERS retirement system to pay all of the employee's share of retirement, thus eliminating the Employer Paid Member Contribution, the City may convert the employee's contribution to the employer's share under this Section 20516 CalPERS contract amendment to the employee's share toward retirement and may continue to pay the 5.58% wage increase provided on December 31, 2017 associated with the CalPERS swap for Miscellaneous Classic Employees.

#### 8.4.6 **Miscellaneous New Members' Pension Contribution**

- 8.4.6.1 Miscellaneous New Members as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall continue to pay 50% of the Normal Cost required under PEPRA.
- 8.4.6.2 **June 4, 2017:** Effective June 4, 2017, in addition to the contribution in Section 8.4.6.1, Miscellaneous New Members shall contribute one percent (1.0%) toward the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allow such contributions as pre-tax via automatic payroll deduction. Such employee deductions by the City shall be used toward the City's CalPERS required contributions.
- 8.4.6.3 **December 31, 2017:** Effective December 31, 2017, in addition to the contributions in Sections 8.4.6.1 and 8.4.6.2 above,

Miscellaneous New Members shall contribute an additional seven percent (7.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS contract amendment that allows such contributions as pre-tax, for a total of eight percent (8.0%) via automatic payroll deduction. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.

8.4.6.4 Miscellaneous New Member contributions in Sections 8.4.6.2 and 8.4.6.3 to the CalPERS 20516 employee contributions towards the employer rate are in addition to the required 50% of the normal share of cost of "New Members" (required pursuant to PEPRA) benefits and made in consideration of additional salary increases effective June 4, 2017 and December 31, 2017 and set forth in the Salary Resolution (a total of 5.58% in exchange for employees paying an additional eight percent (8.0%) towards CalPERS pension costs).

8.4.6.5 Miscellaneous New Member contributions in Sections 8.4.6.2, 8.4.6.3, and 8.4.6.4 to the CalPERS 20516 employee contributions towards the employer rate will be amended and reduced as follows:

8.4.6.5.a

- FY2021-22: 1% (Effective as soon as administratively possible following adoption of successor contract by the City Council)
- FY2022-23: 1% effective July 1, 2022
- FY2023-24: 1% effective July 1, 2023
- FY2024-25: 2% effective July 1, 2024
- FY2025-26: 2% effective July 1, 2025
- FY 2026-27: 1% effective July 1, 2026

8.4.6.5.b No change to Classic members' contributions during the contract term.

8.4.7 **Public Safety CalPERS Retirement Formula for "New Members" as Defined Under PEPRA:** Public Safety "New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2.7% at age 57 retirement formula with the highest three (3) year average compensation as set forth in PEPRA.

8.4.8 **Public Safety Classic Employees CalPERS Retirement Formula:** The City agrees to provide the 3% at age 50-retirement formula benefit

improvement (December 22, 2000 for Classic Fire Safety; and July 7, 2002 for Classic Police Safety hired prior to December 28, 2011).

For Classic Police Safety Employees hired on or after December 28, 2011, the City provides the 3% at age 55-retirement formula benefit.

- 8.4.9 **Public Safety Fire Classic Employees' CalPERS Pension Contribution:** On July 1, 1994, the City increased the base salary of Classic Employees participating in the Safety Fire Plan, in the amount of nine percent (9%). Employees then assumed, and shall continue to assume responsibility for payment of the normal employee retirement contribution to CalPERS. The City shall designate such payments as an Employer Pickup as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code. The employee contributions shall be made through automatic payroll deduction.

**Cost Share:** Effective November 8, 2015 (the first full pay period after Council approval of this Unrepresented Employee Manual), Public Safety Fire Classic Employees shall contribute two percent (2%) toward the City's CalPERS employer contribution rate via automatic payroll deduction on a pre-tax basis.

- 8.4.10 **Public Safety Police Classic Employees' CalPERS Pension Contribution:** On July 1, 1994, the City increased the base salary of Classic Employees participating in the Safety Police Plan, in the amount of nine percent (9%). Employees then assumed, and shall continue to assume responsibility for payment of the normal employee retirement contribution to CalPERS. The City shall designate such payments as an Employer Pickup as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code. The employee contributions shall be made through automatic payroll deduction.

Effective January 3, 2016, Police Public Safety Classic Employees shall contribute one percent (1%) toward the City's CalPERS employer contribution rate via automatic payroll deduction on a pre-tax basis. And, effective July 3, 2016, Police Public Safety Classic employees shall contribute an additional one percent (1%), for a total of two percent (2%) toward the City's CalPERS employer contribution rate via automatic payroll deduction on a pre-tax basis.

- 8.4.11 **Public Safety Fire New Members CalPERS Pension Contribution:** Public Safety Fire New Members hired on or after January 1, 2013 shall pay fifty percent (50%) of the normal share of cost as required pursuant to PEPRA.

**Cost Share:** Effective November 8, 2015 (the first full pay period after Council approval of this Unrepresented Employee Manual), Fire New

Members shall also contribute an additional two percent (2%) of pensionable compensation, in addition to the PEPRA mandated 50% of the normal share of cost, toward the City's CalPERS employer contribution rate through automatic payroll deduction on a pre-tax basis

- 8.4.12 **Public Safety Police New Members CalPERS Pension Contribution:** Public Safety Police New Members hired on or after January 1, 2013 shall pay fifty percent (50%) of the normal share of cost required by PEPRA.

**Cost Share:** Effective January 3, 2016, Public Safety Police New Members shall also contribute one percent (1%) of pensionable compensation (in addition to contributing 50% of the normal share of cost) towards the City's CalPERS employer contribution rate through automatic payroll deduction on a pre-tax basis. And, effective July 3, 2016, Police Public Safety New Members shall contribute an additional one percent (1%), for a total of two percent (2%), in addition to the PEPRA mandated 50% of the normal share of cost, toward the City's CalPERS employer contribution rate through automatic payroll deduction on a pre-tax basis.

- 8.4.13 **CalPERS Options Available to Berkeley Employees:** The City's contract with CalPERS includes the following optional benefits:

- a) Classic Employees Only - One-Year Final Compensation as provided in Section 20042 (July 9, 1978 for Miscellaneous; July 22, 1976 for Fire and Police).
- b) Post Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 (December 16, 1973 for Miscellaneous; March 1, 1973 for Fire and Police).
- c) Post Retirement Survivor Allowance to Continue after Remarriage as provided in Section 21635 (July 18, 1986).
- d) Credit for Unused Sick Leave as provided in Section 20965 (June 26, 1988).
- e) 1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Section 21580 (December 16, 1973 for Miscellaneous; March 1, 1973 for Fire and Police).
- f) Third Level of 1959 Survivor Benefits as provided in Section 21573 (November 28, 1996).

- g) Fourth Level of 1959 Survivor Benefits as provided in Section 21574 for Police Safety only (October 15, 1998).
- h) Military Service Credit as Public Service as provided in Section 21024 (April 9, 1999 for Miscellaneous; July 14, 2000 for Fire; November 6, 1998 for Police).
- i) Public Service Credit for Peace Corps or America Corps: Vista Service as provided in Section 21023.5. (April 14, 2000).
- j) Classic Fire - 3% @ 50 for Local Safety Members as provided in Section 21362.2 for Fire members only, (December 22, 2000); and for Police members only (July 7, 2002.).
- k) Classic Police Hired Prior to December 28, 2012: 3% @ 50 for Local Safety Classic Members as provided in Section 21362.2 for Police members only (July 7, 2002).
- l) Classic Police: 3% @ 55 for Local Safety Classic Members as provided in Section 21363.1 for Police members only (December 28, 2012).
- m) Classic Miscellaneous: 2.7% at age 55 for miscellaneous members as provided in Section 21354.2 on January 5, 2003.
- n) New Members Miscellaneous: 2% at age 62 for Miscellaneous New Members as defined by PEPRA on January 1, 2013.
- o) New Members Police and Fire: 2.7% @ 57 for Local Safety New Members as defined by PEPRA (January 1, 2013).
- p) Indexed Level of 1959 Survivor Benefits as provided in Section 21574.5 for Fire Safety only (June 13, 2003).

8.4.14 **Unused Sick Leave Conversion:** The conversion of unused sick leave to CalPERS Retirement Credit for Unused Sick Leave under Government Section 20965 shall be made available to qualified retiring employees. This allows employees to convert unused accumulated sick leave at time of retirement, for which the employee receives no compensation, to additional service credit at the rate of 0.004 year of service credit for each day. This credit applies to qualified employees

whose effective date of retirement is within four months of separation from employment. The CalPERS sick leave conversion applies to accumulated sick leave, exclusive of the amount of accumulated sick leave paid out to the employee pursuant to Section 4.11 (Accrued Sick Leave Cancellation Upon Termination), of this Manual.

- 8.4.15 **Retirement Benefit Allowance:** CalPERS retirement benefits are calculated on a formula based on the participating employee's years of service, age at retirement, and percentage of highest year compensation. For employees participating in the Local Miscellaneous Employees Plan, the percentage is 2.7% at age 55 effective January 5, 2003. For Classic Employees participating in the Fire Safety Employees Plan, the percentage is three percent (3%) at age 50 effective December 22, 2000. For Classic Employees participating in the Police Safety Employees Plan, the percentage is three percent (3%) at age 50 effective July 7, 2002. For Classic Employees participating in the Police Safety Employee Plan effective December 28, 2012, the percentage is three percent (3%) at age 55.

## 8.5 Supplementary Retirement and Income Plans

In lieu of participating in the Federal Social Security Program, the City provides a supplemental retirement and income plan to most benefitted employees. There are three supplementary retirement and income plans: Supplementary Retirement and Income Plans I, II and III ("SRIP I, II and III"). The City's contributions to these plans on behalf of participating employees is not subject to income tax until it is paid out to the employees upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

- 8.5.1 **SRIP I:** In SRIP I, the City contributes 5.7% of the participating employee's salary (up to a maximum annual salary of \$32,400) into an investment account and 1% into a long term permanent disability plan. SRIP I was closed to new participants on July 22, 1988.

- 8.5.2 **SRIP II:** In SRIP II, the City contributes 6.7% of the participating employee's salary (up to a maximum annual salary of \$32,400) into an investment account and pays into a disability insurance benefit plan on the employee's behalf; and employees may also borrow up to 50% of the balance in their SRIP II investment accounts, subject to certain limitations. All employees, including the Fire Chief, hired (or who are subsequently enrolled by resolution of the City Council) after July 22, 1988 are automatically enrolled in SRIP II.

The Deputy Fire Chief is enrolled, effective July 1, 1993.

- 8.5.3 **SRIP III:** For eligible Police Safety employees, the City contributes 2% of the employee's salary (up to a maximum annual salary of \$32,400) into the investment account, SRIP III.



## 8.6 Deferred Compensation

Benefitted City employees are eligible to participate in the City's Deferred Compensation Plan through voluntary payroll deductions from the employee's salary. The Deferred Compensation Plan allows employees to defer part of their salaries, in accordance with Internal Revenue Service limits, to a separate fund, which is not subject to income tax until it is paid out to the employee upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

## 8.7 PARS

At-will employees who are not eligible to receive fringe benefits under this chapter are automatically enrolled in the Public Agency Retirement System ("PARS"). Each pay period, such employee shall contribute 3.75% of his or her salary into the employee's PARS account on a tax deferred basis and the City shall contribute a matching amount equaling 3.75 % of the employee's salary. The employee's PARS account balance will be distributed to the employee upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

## 8.8 Public Safety Uniform Allowance

Due to the requirement for sworn fire and police department management personnel to wear standard and dress uniforms in the performance of their duties, the City Manager may provide for the payment of uniform allowance, in keeping with the allowance provided to other fire and police personnel, as shown in the Appendix. The uniform allowance is intended to cover uniform expenses incurred during active service prior to the payment and shall be paid semi-annually, in installments of equal amounts. To comply with CALPERS requirement, Union allowance payments shall be paid over twenty-six (26) equal biweekly installments instead of twice a year payment.

## 8.9 Supplemental Retirement Plan and Trust Agreement

Effective July 1, 2001, the City adopted a Supplemental Retirement Plan and Trust Agreement to provide supplemental retirement income and other benefits for eligible unrepresented career benefitted and regular at-will employees through the liquidation of termination pay. Termination pay means pay due to an eligible unrepresented career benefitted and regular at-will employee from the City on account of termination of his or her employment, but only including the commuted value of the following such accumulated pay: vacation, sick leave, sick leave bonus, compensatory time and floating holidays. The Supplemental Retirement Plan includes both mandatory contributions of termination pay and voluntary contributions for employees who provide the City with an irrevocable payroll deduction authorization at least 90 days in advance of the date of termination.

## **ARTICLE 9 - EMPLOYMENT AT-WILL**

### **9.1 Employment At-Will**

An employee who is employed in a position that is excluded from the career service by Berkeley Municipal Code Section 4.04.120 of the Personnel Ordinance is employed by the City in an "at-will" status. This means that both the at-will employee and the City have the right to terminate employment at any time, with or without advance notice, and with or without cause. No employee or officer of the City of Berkeley has the authority to alter the employee's at-will status or to enter into an oral or written agreement for employment for a specified period of time, or to make any promises, assurances or agreements contrary to this the provisions of this Section.

### **9.2 No Right to Appeal Discharge**

An at-will employee who is discharged has no right of appeal or hearing in any manner provided by this Manual.

### **9.3 Benefits**

Those offices, positions and employments named in the Berkeley Municipal Code, Sections 4.04.120 (A), (B) and (C) who regularly work twenty or more hours per week are classified as regular at-will employees and shall be entitled to those benefits as specified for benefitted employees by this. A list of regular at-will positions entitled to receive such benefits is in the Appendix.

All other offices, positions and employments named in the Berkeley Municipal Code, Section 4.04.120, are not eligible for any benefits provided under these Rules, except those expressly specified for temporary employees, such as the Earned Leave benefit or those required by State or Federal law such as Family Care Leave and enrollment in the City's PARS retirement plan, as provided in this Manual.

### **9.4 Standards of Conduct**

At-will employees are subject to the same standards of conduct that prevail over employees in the career service. Any evaluations, warnings or disciplinary action provided to at-will employees regarding their conduct or job performance does not create any obligation or duty on the City's part to provide a warning or evaluation or corrective progressive discipline prior to discharge and in no way negates or otherwise abrogates the City's right to discharge at-will employees for any reason without notice at any time during their employment and without right of appeal.

### **9.5 Transfer or Appointment of Career Employee to an At-Will Position**

Any employee in the career service who accepts a transfer or appointment to an at-will position shall be reinstated to the career position from which he or she was transferred or appointed if within six months after such transfer or appointment, action is taken to dismiss the employee, unless charges are filed and the employee

is discharged in accordance with these Rules. After expiration of the six month period, the employee is excluded from the career service and from any retreat rights to former career positions and is subject to termination at any time, with or without advance notice, with or without cause, and without the right of appeal.

## **ARTICLE 10 - LAYOFF POLICY AND PROCEDURE**

### **10.1 Statement of Intent**

This layoff policy is intended to provide the maximum employment protection to employees in the career service and to minimize the impact on the City's affirmative action accomplishments should a layoff become necessary.

### **10.2 Announcement of Layoff**

The City Council, City Manager and department heads shall make every reasonable effort to manage and budget the City's resources effectively, and to plan for the delivery of City services in a manner which will avoid the necessity to lay off career City employees. A reduction in the workforce for more than thirty calendar days is necessitated by, but not limited to, the following a material change in duties and organization, adverse working conditions, return of employee from leave of absence, or shortage of work or fund. In the event of a layoff, the City Manager shall notify the Director of Human Resources of the intended action and the reason for the layoff.

### **10.3 Vacancy Freeze**

Immediately following a decision which may involve the potential layoff of career City employees, the City Manager shall freeze all current City vacancies in the career service in similar and related classes to those likely to be targeted for layoff. The City Manager shall notify the department heads of a freeze of vacancies in their departments and shall require that requisitions continue to be submitted for any budgeted positions which the department head intends to fill and for which funding is available.

### **10.4 Seniority Service Date**

All service in the employ of the City shall be counted toward the establishment of an employee's Seniority Service Date, including permanent, probationary, provisional, temporary, part time (on a prorated basis), seasonal, regular at-will employment, and approved military and parental leaves of absence. All other leaves without pay, including time off as a result of formal disciplinary action will be subtracted from the Seniority Service Date.

### **10.5 Establishment of Seniority Lists**

Layoffs shall be made according to City-wide class Seniority Lists which the Human Resources Department will immediately establish for probationary and permanent employees in each class targeted for layoff. The names of all City employees holding permanent and probationary appointments in a given class will be listed on the appropriate list in descending order by Seniority Service Date.

Probationary or permanent employees temporarily acting out of class and holding a provisional appointment in another class will be listed on the Seniority List of the class in which they hold permanent or probationary status.

## 10.6 Order of Layoff

Employees within a specific class shall be laid off on the basis of their Seniority Service Date; i.e., employees with the least amount of total service shall be laid off first. All emergency, temporary and provisional employees working in classes similar to those identified for layoff must be terminated prior to the layoff of probationary and permanent employees. Probationary employees will be laid off prior to permanent employees for a specific class.

10.6.1 **Tie:** If two or more employees on a Seniority List have an identical Seniority Service Date, the tie shall be broken in the following order: (1) time in class--the employee having least time in the class shall be laid off first, and (2) by lot.

10.6.2 **Administrative & Fiscal Services Manager Position in the Berkeley Public Library:** This is a specialty designated position within the Administrative & Fiscal Services Manager classification, and will be treated as a separate classification for the purpose of administering the Layoff Policy and Procedure.

## 10.7 Notification

Permanent and probationary employees should be notified individually, in writing, of pending layoffs as soon as possible, with no less than thirty calendar days notification if targeted for termination or retreat to a lower class.

All other employees to be laid off shall be given, whenever possible, at least a fourteen (14) calendar day prior notice.

## 10.8 Employee Retreat Rights

A probationary or permanent employee affected by layoff shall have the right to displace an employee in a lower level class in which the affected employee once had permanent status or in a subsequently created intermediate level career class which provides normal progression through the class series. Retreat rights shall also extend to employees who have not previously been promoted through a class but for whom the class is a natural progression or beginning in the class series. Retreat rights into a lower class will be granted in order of the highest seniority date on the Seniority List for employees in that class.

10.8.1 **Qualified to Retreat into More than One Classification:** When an employee is qualified to retreat into more than one class, the options shall be discussed with the employee and due consideration given to the employee's preferences. However, it is the prerogative of the City Manager to determine the final placement offer to the employee

10.8.2 **Salary Step:** Employees retreating to a lower class or being flexibly placed in a similar class shall be placed at the salary step representing

the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

- 10.8.3 **Reinstatement after Transfer:** An employee whose position is abolished and is transferred in lieu of layoff shall have the right to return to the position if it is restored within one year of the date of the transfer.

## 10.9 Flexible Placement Program

After all frozen vacant positions have been filled by employees entitled to retreat rights under Section 10.8 (Employee Retreat Rights) of this chapter, the Human Resources Department will review and identify the remaining frozen vacant classes into which career employees targeted for layoff who have not retreated into a lower class may be placed on the basis of total experience and education.

- 10.9.1 **Failure to Meet Minimum Requirements:** Where the targeted employee does not meet the minimum qualifications of a frozen vacant position, the City Manager has the discretion to either waive the minimum qualifications and/or substitute the targeted employee's job-related experience and education for the minimum qualifications, but under no circumstances is the City Manager required to do so. Where the employee does not meet the minimum qualifications, flexible placement can occur only if the City Manager determines that management and supervisory personnel are able to provide adequate supervised on-the-job training to the employee to meet the requirements of the job. The employee must successfully complete the training within six months as determined by the Director of Human Resources or the employee shall be again subject to the layoff procedures.
- 10.9.2 **Salary Range:** Assignments under the Flexible Placement Program shall be limited to positions in the same or lesser salary range as the classification from which the employee is to be laid off.
- 10.9.3 **Order of Assignment:** Offers to positions under the Flexible Placement Program shall be made according to the employee's standing on the Seniority List.

## 10.10 Failure to Accept Offer under Layoff

Failure on the part of an employee to accept a written bona fide offer to retreat to a lower class or be flexibly placed in an alternative job within ten calendar days after the offer is made shall result in forfeiture of any further right to employment retention. Acceptance of a reassignment to a lower class does not remove the employee's right of appeal under Section 10.12 (Appeal Procedures) nor does acceptance of an alternative job under the Flexible Placement Program jeopardize an employee's standing on the re-employment lists as further provided in this Section 10.10 (Failure to Accept Offer under Layoff).

## 10.11 Re-Employment List

The names of probationary and permanent employees laid off in accordance with this chapter shall be entered on a re-employment list for both those classes from which they were separated as well as other classes to which they have retreat rights.

- 10.11.1 **Duration of List:** Re-employment lists for laid off employees who are separated from City service shall remain in effect for three years. Re-employment lists for laid off employees who are demoted shall remain in effect indefinitely.
- 10.11.2 **Use of List:** Re-employment lists shall be used by each department when a vacancy arises in the same or lower class of position before certification is made from an eligible list.
- 10.11.3 **Order of Appointment:** Employees on the re-employment list shall be certified and appointed to a vacancy in the appropriate class according to their standing on the Seniority List.
- 10.11.4 **Failure to Appoint from Re-Employment List:** If a vacancy is filled from an eligible list in a class for which a re-employment list exists which is a violation of this Section, the employee on the re-employment list who should have been appointed shall be appointed to the vacancy and paid retroactively from the date the vacancy occurred.
- 10.11.5 **Failure to Accept Bona Fide Offer:** Failure on the part of the employee on the re-employment list to accept a bona fide written offer of re-employment within fifteen calendar days will result in removal of the employee's name from the re-employment list from which the offer was made. Failure to accept an offer of re-employment to the class with the highest salary range for which the employee is eligible for re-employment will result in automatic removal of the employee's name from all re-employment lists. The employee may, however, accept or decline temporary re-employment without jeopardizing his or her standing the re-employment list for the class from which he or she was originally terminated.
- 10.11.6 **Salary Step:** Upon reappointment to the class from which the employee was originally separated or demoted, the employee shall be placed at the salary step that the employee held at the time of the separation or demotion.
- 10.11.7 **Reinstatement List:** Any former employee on a re-employment list shall be included as an eligible on the reinstatement list for a specific class at or below the class from which layoff occurred, upon written request by the employee for reinstatement which is submitted with a current, completed City of Berkeley application and upon meeting the

minimum qualifications of the specific class unless waived by the City Manager as provided under flexible placement.

### **10.12 Appeal Procedures**

The decision of the City Manager to implement a layoff is not appealable. Any unrepresented career employee who believes that the layoff procedure, as defined herein, has been improperly administered as to the employee may appeal the action under the Complaints, Appeals and Hearing Procedure of this Manual. Employees are entitled to review all records pertaining to their class and their rights under the provisions of the layoff policy.

### **10.13 Audit**

In the event of a dispute between an employee and the City over the application of the re-employment list and if either party so requests, the City Manager's Office shall order an audit by an outside auditor of all vacant positions filled in each department to determine whether vacancies were filled in compliance with the procedures for appointments from re-employment lists set forth in Section 10.11 (Re-Employment List) of this Manual. In the event vacancies for which re-employment lists were in existence remain unfilled, the auditor shall offer an opinion as to whether or not the reasons for leaving the positions vacant appear to be legitimate. A report of the audit shall be transmitted to the City Manager and the City Council.



## **ARTICLE 11 - DISCIPLINARY ACTION**

### **11.1 Policy**

Prior to the suspension, disciplinary demotion or discharge of an employee in the career service for disciplinary purposes, the procedure set forth in this Article 11 (Disciplinary Action) shall be complied with provided, however, that only those employees in the career service who are not represented by a labor organization shall be entitled to the notice, rights and procedures provided under Section 11.3 (Disciplinary Actions).

### **11.2 Final Decision Maker for Disciplinary Action**

For purposes of this chapter, the City Manager is the final decision maker for City of Berkeley employees. The Rent Stabilization Board is the final decision maker for Rent Stabilization Program employees. The Library Board of Trustees is the final decision maker for Library employees.

### **11.3 Disciplinary Actions**

The department head shall initiate disciplinary procedures, as set forth here. The department head may suspend a subordinate employee for not more than three working days at any one time. For suspensions of more than three days, disciplinary demotions and discharge, the department head shall make a recommendation to the final decision-maker. The final decision-maker may suspend an employee from a position at any time for cause. Suspension without pay shall not exceed thirty working days, nor shall any employee be penalized by suspension for more than thirty working days in any continuous twelve month period. However, FLSA exempt employees shall not be suspended in less than regular workweek increments except for safety or security violations. A "regular workweek" is defined elsewhere by this Manual.

### **11.4 Written Reprimands for Fire Safety Employees**

Consistent with the Firefighter Bill of Rights Act, the Deputy Fire Chief receiving a written reprimand shall have the right to a non-evidentiary administrative appeal to the Fire Chief or Fire Chief's designee. The employee must request an administrative appeal in writing to the Fire Chief within ten (10) working days of receipt of the written reprimand. Failure to do so shall be deemed a waiver of the employee's right to appeal. The Fire Chief or Fire Chief's designee shall have discretion regarding how the appeal meeting is conducted, including whether and the extent to which witnesses other than the employee and employee's representative are required and may participate. The Fire Chief or Fire Chief's designee shall notify the employee of his or her decision within ten (10) working days of the appeal meeting. An employee and the Association have no further right to appeal or grieve a written reprimand beyond the administrative appeal described in this paragraph.

### **11.5 Written Reprimands for Non- Safety Employees**

In the event that an employee receives a written reprimand, the employee may write a rebuttal within thirty (30) calendar days of receiving the written reprimand and such rebuttal will be placed in the Personnel File along with the written reprimand. Employees have not right to appeal or grieve a written reprimand.

## ARTICLE 12 - COMPLAINTS, APPEALS AND HEARINGS

### 12.1 Policy

The procedure for filing complaints and appeals by employees set forth under this Article 12 shall be complied with provided, however, that only those employees in the career service who are not represented by a labor organization shall be entitled to file complaints with the City and appeals to the Personnel Board pursuant to the provisions of this Manual.

### 12.2 Final Decision Maker for Purposes of this Article

For purposes of this chapter, the City Manager is the final decision maker for City of Berkeley employees. The Rent Stabilization Board is the final decision maker for Rent Stabilization Program employees. The Library Board of Trustees is the final decision maker for Library employees.

### 12.3 Complaints

Disciplinary action shall be taken in accordance with Article 11 (Disciplinary Action) of this Manual. All other complaints by employees, except complaints about compensation, which allege a violation of the Personnel Ordinance or this Manual shall be filed through proper channels, commencing with the department head, and then to the final decision maker.

12.3.1 **Compensation Complaints:** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. The Director of Human Resources shall respond in writing within thirty (30) working days. If the complaint has not been resolved within thirty (30) working days of filing with the Director of Human Resources, the complaint may be moved to the final decision maker. Only complaints, which allege that employees are not being compensated in accordance with the policies, rules and resolutions of the City Council, shall be considered as complaints under this Section. No compensation adjustment shall be retroactive for more than thirty calendar days from the date upon which the complaint was filed or thirty calendar days from the date when an employee may reasonably be expected to have learned of the claimed violation.

**Appeal:** If the grievant is not satisfied with the decision of the Director of Human Resources or his or her designee, the grievant may move the complaint to the final decision maker within ten (10) days of receipt of the decision rendered under Section 12.3.1 above. Failure by the employee to file an appeal within the specified time limits specified constitutes a dropping of the complaint. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

12.3.2 **Discrimination Complaints:** An employee may file a complaint concerning a violation of the "FAIR EMPLOYMENT" provision specified by the rules of this Manual, and the complaint shall be processed in accordance with the EEO Complaint Investigation and Resolution Procedure of the City of Berkeley EEO/Affirmative Action Program, as established in Resolution No. 54,926-N.S., as amended from time to time.

## 12.4 Right of Appeal

An aggrieved employee shall have the right to appeal the decision of the final decision-maker regarding the aggrieved employee's disciplinary dismissal, demotion, suspension or complaint to the Personnel Board except in instances where the right to appeal is prohibited by the Personnel Ordinance or the provisions of this Manual.

## 12.5 Method of Appeal

Appeals to the Personnel Board shall be in writing, signed by the aggrieved employee and filed with the Director of Human Resources within ten calendar days after the action is imposed. The appeal shall be a written statement, addressed to the Chair of the Personnel Board, explaining the matter appealed from and setting forth a statement of the action desired by the aggrieved employee, supported by his or her reasons. The Director of Human Resources shall, within ten calendar days after receipt of the appeal, inform the Chair of the Personnel Board, the City Manager and the affected department head of the filing and contents of the appeal with the Board.

## 12.6 Investigations and Hearings

Upon receipt of any appeal, the Personnel Board shall make such investigation, as it may deem necessary.

An aggrieved employee who has been demoted for a disciplinary purpose, suspended or discharged is entitled to a hearing upon appeal before the Personnel Board. As to all other appeals, the Personnel Board may grant a hearing or decide the appeal without a hearing as it may deem warranted.

## 12.7 Hearing Procedures

In cases where the employee is entitled to a hearing as a matter of right and in other cases whenever the Board may deem it advisable to hold a hearing, these procedures shall apply.

12.7.1 **Notice:** The Personnel Board shall schedule a hearing on the appeal within forty-five calendar days from the date of the filing of an appeal. The Director of Human Resources shall notify all interested parties of the date, time and place of the hearing at such places as the Personnel Board shall prescribe.

12.7.2 **Hearing Procedure:** The aggrieved employee shall appear personally unless physically unable to do so before the Personnel Board at the time and place of the hearing. The aggrieved employee may be represented by any person or attorney as may be selected and may at the hearing produce relevant oral or documentary evidence. The party who has the burden of proof shall state the case first after which opposition matter may be presented. Rebuttal matter that is not repetitive may be allowed at the discretion of the Personnel Board. Cross-examination of witnesses shall be permitted. Hearings need not be conducted according to technical rules relating to evidence and witnesses, but shall be conducted according to any rules of applicable procedures. Hearings shall be closed unless otherwise required by the Ralph M. Brown Act, Government Code Section 54950, as amended from time to time, or any other applicable law.

## 12.8 Findings and Recommendations

The Personnel Board shall, within thirty calendar days after the conclusion of the hearing, or if no hearing was conducted, within thirty calendar days of its decision, certify its findings and recommendation(s) in writing to the aggrieved employee and to the final decision-maker. The final decision maker shall review the findings and recommendation(s) of the Personnel Board and may then affirm, reject or modify the Personnel Board's findings and recommendation(s) as, in his or her judgment, seems warranted, and the final decision maker's decision shall be final. Any member of the Personnel Board may submit a minority or supplemental report which shall be attached to the findings and recommendation(s) of the Board.

## APPENDIX

This Appendix contains detailed information regarding benefits and compensation which covers unrepresented benefitted employees. It is appended to the Unrepresented Employee Manual but the contents are not part of the resolution establishing the Unrepresented Employee Manual and may be changed to reflect changes in benefit details, as approved by the City Council by resolution.

### 13.1 Administrative Leave

Employees who are in career, benefitted, or at-will benefitted classifications which are FLSA Exempt may be approved by the City Manager to receive up to an additional 50 hours of compensated administrative leave beginning on January 1, 2016, and at the beginning of each calendar year thereafter, or prorated during the course of the year when employed less than a full year. This administrative leave is granted to employees whose job responsibilities cause them to work numerous hours in excess of the normal City workweek. The City Manager has the authority to rescind administrative leave in those instances of abuse or misuse of the intent of this provision.

Administrative leave taken must be approved in advance by the department head and posted to the employee's timecard. Unused administrative leave may be carried over to the next calendar year, providing the total of excess vacation and unused administrative leave do not exceed 320 hours. Otherwise, the excess administrative leave must be taken within the calendar year in which it was earned or it may be forfeited. Upon termination or retirement, no monetary award will be authorized for unused accumulated administrative leave.

**13.1.1 Prorated Administrative Leave:** A benefitted employee who is otherwise eligible for overtime and who is on a temporary or provisional benefitted appointment in an FLSA Exempt classification for a period of one month or longer, and is ineligible to earn overtime, shall be entitled to prorated Administrative leave for the duration of the temporary or provisional appointment. Any unused administrative leave at the end of the temporary or provisional appointment will roll into vacation, provided the total of accrued and unused vacation and accrued administrative leave do not exceed 320 hours.

### 13.2 Automobile Allowance

The City reimbursement rate for the use of a private automobile on authorized City business will be equal to the amount established by the Internal Revenue Service.

### 13.3 Bilingual Premium Pay

**13.3.1 As Part of Regular Job Assignment:** An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the City

will receive a Bilingual Premium Pay Differential of 5%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 5% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

- 13.3.2 **Occasional Assignments:** An employee assigned occasionally to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request of the employee with the supervisor's agreement, or, c) after a job audit will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.
- 13.3.3 **Competency and Management Rights:** The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.
- 13.3.4 **Temporary Designation:** The City may designate an employee to receive either the 5% or 2% Bilingual Premium Pay Differential on a temporary basis for a specified period provided the employee met the requirements contained in the first or second paragraph of this Section.

#### 13.4 Cash-In-Lieu Payments

For those employees who are able to show proof of ongoing alternate medical coverage, the City will compensate employees \$560.00 per month, prorated for less than full-time employees. This benefit shall be frozen at this amount. To comply with FLSA laws, health insurance in-lieu payments shall be paid over twenty-six (26) equal biweekly installments instead of once a month.

#### 13.5 Dependent Care

Employees shall be allowed to designate a specific amount of salary, consistent with State and Federal tax laws, to be redirected to pay for dependent care costs through pre-tax salary deductions. The amount of funds designated should be considered carefully, because under the current tax code, any unexpended funds which have not been spent for the specific purpose of paid dependent care and remain in the employee's account at the end of the year, will be forfeited.

### 13.6 Life Insurance

The City shall provide paid group life insurance, by a carrier of the City's choice, in the amount of \$25,000 which shall include a standard accidental death and dismemberment provision of a like amount. Employees in the classification of Police Chief and Fire Chief shall be provided with life insurance in the amount of \$100,000, which shall include a standard accidental death and dismemberment provision of a like amount. Life insurance shall become effective the first day of the calendar month following appointment, and shall continue until the last day of the calendar month in a pay status.

In addition, all unrepresented benefitted employees may purchase additional coverage, in increments of \$10,000, up to a maximum of \$300,000, at the rate offered by the City's insurance carrier, subject to any rules and restrictions of the carrier, including but not limited to any medical exam that might be required by the insurance carrier.

### 13.7 Medical/Dental Insurance for Employees/Dependents

Except as provided in Section 8.1 (Group Medical-Dental Insurance Benefits), the City offers fully paid and/ or partially paid health insurance plans and a fully paid dental plan for the employee and eligible dependents, including a domestic partner. The dental plan currently provides orthodontic coverage for the employee's dependent children through age 26 and 90% of the Bay Area Usual, Customary and Reasonable charges. Effective January 1, 2007, the maximum annual coverage will be \$2,000 annual coverage, and \$2,000 lifetime orthodontia limit. Any employee, who is required to partially pay premiums, shall be allowed to make these payments with pre-tax deductions. The medical and dental benefit coverage for dependent children extends to the date of their 26<sup>th</sup> birthday, providing they meet the Internal Revenue Service definition of "dependent". If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits and/or dental benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

Medical and dental benefits shall begin the first day of the calendar month following the date of hire, and end the last day of the month an employee is in pay status, except in the case of parental and Family and Medical Leave Act, as described in the Administrative Regulation No. 2.4. Maximum annual coverage amounts are found in the Employee Benefits Handbook.

- 13.7.1 **Dental Coverage for Fire Management:** Effective January 15, 2015, employees in the classification of Fire Chief and Deputy Fire Chief, shall be provided with dental insurance with an annual maximum coverage of \$3,000 and lifetime orthodontia limit of \$3,000.



### 13.8 Retiree Medical Plan

The terms and conditions of this benefit shall be set forth in a separate document which shall contain a full plan description and shall control the administration of the retiree medical plan.

### 13.9 Amendment of Retiree Health Premium Assistance Plans I and II, effective June 28, 1998, Restated and Amended effective March 22, 2011

Employees who retire on or after June 21, 2015, shall be permitted, at their discretion, to enroll in non-City sponsored health plans. After Council approval of this Unrepresented Employee Manual, the City shall amend the Retiree Health Premium Assistance Plans I and II as soon as practicable to allow enrollment in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall make medical insurance premium payments directly to the health insurance provider in an amount equal to what the City would contribute to the City sponsored health plan. Retiree shall be solely responsible for all aspects of the requirements to enroll in a non-City sponsored health plan and maintain eligibility for such a plan; the City's sole obligation is to pay the medical insurance premium contribution required under this section, as directed by the retiree to a non-City sponsored health plan. The City shall not be responsible for any excess cost differentials associated with the direct payment of premiums to non-City sponsored plans. The City will only make payments through its third party administrator to provide medical insurance premium payments for an individual plan and will not make payments for a group plan. The retiree and/or surviving spouse or domestic partner that enroll in non-City sponsored health plans shall be solely responsible for paying the administrative set up fee, the monthly administrative fee, and/or any other fees established by the third party administrator, and said fees will be deducted directly from the retiree's monthly contribution. No cash payments will be paid directly to the retiree or the retiree's spouse/domestic partner. There shall be no cash in lieu payments made under this benefit.

The City will also amend the Retiree Premium Assistance Plans I and II to allow eligible retirees who retired prior to June 21, 2015 to enroll in a non-City sponsored health plan.

### 13.10 Retiree Medical for Unrepresented Benefitted Employees

Effective June 28, 1998, the City will provide the retiree medical coverage set forth below for all unrepresented benefitted employees, except employees in the classifications of Police Chief, Fire Chief, and Deputy Fire Chief (see separate plans below). An employee's entitlement to any and all benefits provided by the City under this retiree medical plan is subject to the funding limitations set forth in the plan document.

- 13.10.1 **Eligibility and Percentage of City Contribution:** An employee is eligible for the retiree health insurance coverage as set forth in Sections 13.10.3 (Pre Age 65 Retiree Health Insurance) and 13.10.4 (Retiree

Benefits for Employees Age 65 or Over) below if he or she meets all the following criteria:

- a. retires from career service on or after June 28, 1998;
- b. is vested with CalPERS;
- c. has at least eight (8) years of CalPERS qualifying service with the City; and
- d. is at least age 55.

An “Eligible Retiree” also includes individuals who meet the definition as set forth in Section 2.11.1 of the Retiree Health Premium Assistance Plan I for Confidential and Executive Management Employees (Representation Unit Z-1; Z-5; Z-7; Z-9 and Elected Officials) Restated and Amended effective as of March 22, 2011 (Resolution No. 65,196-N.S.) for “Eligible Retiree.”

**Percentage of City Contribution:** The actual monthly amount of money the City will contribute on the employee’s behalf will be based on the employee’s total years of CalPERS service as provided in the following chart:

Years of CalPERS Qualifying Service	Percentage of City Contribution
8	30%
9	40%
10	50%
11	58%
12	66%
13	74%
14	82%
15	90%
16	92%
17	94%
18	96%
19	98%
20	100%

- 13.10.2 **Annual Increase:** Retirees will pay the difference between the City’s monthly contribution and the actual monthly medical insurance premium charged by the health plan he or she has elected for retiree medical coverage. If the premiums for such health insurance are increased, the amount the City contributes shall increase no more than 4.5% above the previous year’s contribution. No increases in the amount the City contributes shall occur before July 1, 1999. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.

- 13.10.3 **Pre Age 65 Retiree Health Insurance:** Beginning June 28, 1998, the City shall make available health insurance coverage to the employee and his or her spouse or domestic partner. The City will pay on the employee's behalf no more than \$166.26 per month for an employee electing single party health coverage and no more than \$332.52 per month for an employee electing two party coverage.
- 13.10.4 **Retiree Benefits for Employees Age 65 and over:** Once an employee or retiree reaches age 65, he or she is eligible for Medicare. As a result his or her eligibility for the retiree medical benefits set forth in Section 13.10.1 (Eligibility) ceases. On reaching age 65, the City will make available health insurance coverage in addition to Medicare. When an employee or retiree reaches age 65, the City will contribute no more than \$16.17 per month on the employee's behalf for single party health insurance coverage and no more than \$32.34 per month for two-party health coverage.
- 13.10.5 **Termination by City of Retiree Medical Benefit:** Failure of the retiree or surviving spouse to pay their monthly share of the health insurance premium will result in termination of the retiree medical benefit and relieve the City of any further obligation to provide any further benefits under Section 13.10 (Retiree Medical for Unrepresented Benefitted Employees).
- 13.10.6 **Retiree Medical Benefit for Employees Retiring between the Ages of 50 and 55:** An employee who is at least 50 years of age, but less than 55, has at least eight (8) years of CalPERS qualifying employment with the City will retain eligibility for the retiree medical benefits provided in Section 13.10.1 (Eligibility) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in group health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his spouse or domestic partner.
- 13.10.7 **Employees Retiring with a CalPERS Approved Disability Retirement:** If an employee retires from the City before age 55 with a CalPERS approved disability retirement, the employee will retain eligibility for the retiree medical benefits provided in Section 13.10.1 (Eligibility) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide

any benefits under this Section to the employee and/or his spouse or domestic partner.

- 13.10.8 **City Funding of Retiree Health Benefit:** City contributions to the retiree medical benefit began on July 1, 1998. Funding of this benefit has been set aside in a trust to be established by the City.

The retiree medical benefit will be funded by a charge of 0.25% of payroll in each year, so that contributions are at 1% of the payroll after four years. The City will fund the benefit at approximately 1% of the payroll for every year thereafter with the intent of achieving a funding level of 70% after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

Effective July 4, 2004, an additional charge of 0.25% of payroll was charged each year in the subsequent four years so that contributions are at 2% by July 1, 2007. The purpose of this 1% increase in payroll contribution is to fund post age 65 Medicare supplement plans. As a result of this change, the amount the City contributes toward the post-65 Medicare Supplement coverage under the Retiree Health Premium Assistance Plan was \$102 effective July 7, 2002 for all post 65 retirees as well as future retirees.

- 13.10.9 **Retiree Medical Plan for Unrepresented Employees (Rep Units Z-2, Z-3, Z-6):** Eligible retirees who retired from positions in Representation Units Z-2, Z-3 and Z-6 on or after July 1, 2008.

**Not Medicare Eligible:** Effective July 1, 2008, between the ages of 55 and 65 who retire on or after June 29, 2008 the amount the City contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by \$50 per month in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Annual Increase). Effective July 1, 2009, the amount the City contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by an additional \$25 per month (i.e., an aggregate \$75 per month increase) in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Annual Increase). Effective July 1, 2011, the amount the City contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by an additional \$25 per month (i.e., an aggregate \$100 per month increase) in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Annual Increase).

- 13.10.10 **Retiree Medical Plan for Confidential and Executive Management Employees (Rep Unit Z-1; Z-5; Z-7; Z-9; and Elected Officials):** Eligible retirees who retired from positions in Representation Unit Z-1 on or after July 1, 2008.

**Medicare and Not Medicare Eligible:** Effective June 29, 2008, an additional charge of 0.50% of payroll will be charged so that contributions are at 2.5%. The purpose of this 0.50% increase in payroll contribution is to fund both pre-65 retiree health care premium costs and post age 65 Medicare Supplement plans for eligible retiree who retired from positions in Representation Unit Z-1; Z-5; Z-7; Z-9 and Elected Officials on or after July 1, 2008. As a result of this change, the amount the City contributes toward pre age 65 health insurance premium costs shall increase from \$258.19 per month to \$309.39 per month for single coverage and from \$516.38 per month to \$618.78 per month for 2-party coverage. The City's contribution toward the post-65 Medicare Supplement coverage shall increase from \$132.83 per month to \$184.03 per month for single coverage and from \$265.67 per month to \$368.06 per month for 2-party coverage.

### 13.11 Reimbursement Plan

After Council approval of this Unrepresented Employee Manual, the City shall amend the Retiree Health Premium Assistance Plans I and II as soon as practicable to allow for the reimbursement of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner until the death of both. If there is no spouse or domestic partner at the time of retirement, the City shall only reimburse the single party rate. The reimbursement shall be paid directly to the retiree or surviving spouse or domestic partner. The maximum amount the City will reimburse for the cost of Medical Insurance Premiums is based on the schedule described in Section 13.10.1 (Eligibility and Percentage of City Contribution) above.

#### 13.11.1 Retiree Medical Reimbursement Plan for Unrepresented Confidential and Executive Management Employees (Rep Units Z-1; Z-5; Z-7; Z-9; and Elected Officials) Who Retire on or After June 28, 1998 through June 30, 2008

13.11.1.1 **Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner until the death of both as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.2 (Annual Increase), each month after the employee retires, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$166.26 for single party coverage for the retiree or \$332.52 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

- b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Annual Increase), total \$338.60 for single party coverage for the retiree or \$677.19 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

13.11.1.2 **Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.4 (Retiree Benefits for Employees Age 65 and Over) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$16.17 for single party coverage for the retiree or \$32.34 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of July 7, 2002:** Effective July 7, 2002, as provided in Section 13.10.8 (City Funding of Health Benefits) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$102.00 for single party coverage for the retiree or \$204.00 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- c. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$172.98 for single party coverage for the retiree or \$345.96 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

13.11.2 **Retiree Medical Reimbursement Plan for Unrepresented Confidential and Executive Management Employees (Rep Units Z-1; Z-5; Z-7; Z9 and Elected Officials) Who Retire on or After July 1, 2008**

- 13.11.2.1 **Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:
- a. **Reimbursement as of July 1, 2008:** On July 1, 2008, as provided in Section 13.10.10 (Retiree Medical Plan for Unrepresented Confidential and Executive Management Employees), the City will reimburse the cost of Medical Insurance Premiums in an amount totaling \$309.39 for single party coverage for the retiree or \$618.78 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
  - b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$405.73 for single party coverage for the retiree or \$811.46 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- 13.11.2.2 **Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:
- a. **Reimbursement as of July 1, 2008:** Effective July 1, 2008, as provided in Section 13.10.10 (Retiree Medical Plan for Unrepresented Confidential and Executive Management Employees), each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$184.03 for single party coverage for the retiree or \$368.06 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
  - b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$239.65 for single party coverage for the retiree or \$479.31 for two party

coverage for the retiree and/or surviving spouse/domestic partner coverage.

**13.11.3 Retiree Medical Reimbursement Plan for Unrepresented Employees (Rep Units Z-2; Z-3; Z-6) Who Retire on or After June 28, 1998 through June 30, 2008**

**13.11.3.1 Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.2 (Annual Increase), each month after the employee retires, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$166.26 for single party coverage for the retiree or \$332.52 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Annual Increase), total \$338.60 for single party coverage for the retiree or \$677.19 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

**13.11.3.2 Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of June 28, 1998:** Effective June 28, 1998, as provided in Section 13.10.4 (Retiree Benefits for Employees Age 65 and Over) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$16.17 for single party coverage for the retiree or \$32.34 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of July 7, 2002:** Effective July 7, 2002, as provided in Section 13.10.8 (City Funding of



Health Benefits) each month after the retiree reaches age 65 and is eligible for Medicare, the City's maximum reimbursement for the cost of Medical Insurance Premiums total \$102.00 for single party coverage for the retiree or \$204.00 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

- c. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$180.76 for single party coverage for the retiree or \$361.53 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

#### 13.11.4 **Retiree Medical Reimbursement Plan for Unrepresented Employees (Rep Units Z-2; Z-3; and Z-6) Who Retire on or After June 29, 2008**

13.11.4.1 **Not Medicare Eligible:** For retirees who are not eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of July 1, 2008:** On July 1, 2008, as provided in Section 13.10.9 (Retiree Medical Plan for Unrepresented Employees), the City will reimburse the cost of Medical Insurance Premiums in an amount totaling \$297.08 for single party coverage for the retiree or \$544.16 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of July 1, 2009:** As of July 1, 2009, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.9 (Retiree Medical Plan for Unrepresented Employees), total \$335.45 for single party coverage for the retiree or \$593.64 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- c. **Reimbursement as of July 1, 2011:** As of July 1, 2011, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.9 (Retiree Medical

Plan for Unrepresented Employees), total \$391.32 for single party coverage for the retiree or \$673.27 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

- d. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$469.92 for single party coverage for the retiree or \$808.52 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

3.11.4.2 **Medicare Eligible:** For retirees who reach age 65 and are eligible for Medicare, the City will reimburse the cost of Medical Insurance Premiums for the retiree and/or surviving spouse/domestic partner as follows:

- a. **Reimbursement as of July 1, 2008:** As of July 1, 2008, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$138.81 for single party coverage for the retiree or \$277.62 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.
- b. **Reimbursement as of January 1, 2017:** As of January 1, 2017, the City's maximum reimbursement for the cost of Medical Insurance Premiums, which were increased in accordance with Section 13.10.2 (Maximum Increase), total \$172.98 for single party coverage for the retiree or \$345.96 for two party coverage for the retiree and/or surviving spouse/domestic partner coverage.

#### 13.11.5 **Enrollment in City Group Plans**

Retiring employees may receive continuing health coverage in City sponsored group health plans subject to the limitations and co-pay amounts permitted by the health care providers.

### 13.12 **Fire Chief and Deputy Fire Chief Retiree Medical Plan**

Internal City of Berkeley candidates who promote and are appointed to the Fire Chief or Deputy Fire Chief classification, without a break in service, shall be eligible for the same Retiree Medical Plan as provided to sworn fire employees in Representation Unit B.

- 13.12.1 **Retiree Medical Benefits for External Appointments:** External City of Berkeley candidates appointed to the Fire Chief or Deputy Fire Chief classifications shall be covered by the Retiree Health Premium Assistance Plan described herein at Section 13.10 (Retiree medical Plan) et seq., except that the employee shall not be required to meet the eligibility requirements of sub-Sections 13.10.1(b) and 13.10.1(c) and instead credited with 15 years of qualifying years of service for eligibility in the Plan and shall receive benefits as a Representation Unit Z-1 employee.

### 13.13 Retiree Medical for Police Chief Classification

Internal City of Berkeley candidates who promote and are appointed to the Police Chief classification, without a break in service, shall be eligible for the same Retiree Medical Plan as provided to sworn police employees in Representation Units E and F.

- 13.13.1 **Retiree Medical Benefits for External Appointments:** External City of Berkeley candidates appointed to the Police Chief classification shall be covered by the Retiree Health Premium Assistance Plan described herein at Section 13.10 (Retiree medical Plan) et seq., except that the employee shall not be required to meet the eligibility requirements of sub-Sections 13.10.1(b) and 13.10.1(c) and instead credited with 15 years of qualifying years of service for eligibility in the Plan and shall receive benefits as a Representation Unit Z-1 employee.

### 13.14 Partially Subsidized YMCA Membership

The City currently provides a partially subsidized membership in the Berkeley YMCA for those employees who agree to pay the required monthly fee. Use of a YMCA membership by a City of Berkeley employee, as provided by this provision, is not part of the employee's work related duties, is not required for continued employment and is not considered part of a City sponsored physical fitness program. The City of Berkeley nor its Claims Administrator shall not be liable for any injury that may arise out of a City of Berkeley employee's participation in and use of a YMCA membership. The amount the City contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.

### 13.15 Part-Time Employees Eligible for Full Benefits

Those part time employees who have been continuously employed by the City in benefitted part time career positions since prior to July 1, 1977 and who have not accepted a full time career position are eligible to participate in the City's health and dental insurance programs with the City's payment of premiums at the same level as for full time benefitted employees.

**13.16 Probationary Periods for Unrepresented Classifications**

The competitive appointment to a career classification will include a probationary period during which time the incumbent may be dismissed without right of appeal. The probationary period for unrepresented classifications varies from six (6) months of actual work hours (1040 hours for full time employees and 520 hours for half time) to one year of actual work hours (2080 hours for full time and 1040 hours for half time).

Presently, unrepresented classifications require a six (6) month probationary period except for the following unrepresented classifications which require a one year probationary period:

- (a) All classifications in Unit Z-1 in the career service; and
- (b) All classifications in Unit Z-2 in the career service.

**13.17 Public Safety Uniform Allowance**

- (a) Fire Uniform Allowance: Effective November 9, 2004, \$1,000 annual allowance. Effective December 1, 2015, \$1,100 annual allowance.
- (b) Police Uniform Allowance: Effective July 7, 2002, \$1,000 annual allowance.
- (c) To comply with CALPERS requirement, Union allowance payments shall be paid over twenty-six (26) equal biweekly installments instead of twice a year payment.

**13.18 Regular “At-Will” Classifications**

The following classifications are exempt from the career service and in accordance with the Personnel Ordinance (Berkeley Municipal Code Section 4.04.120), At-Will appointments are eligible to receive benefits:

- All department heads
- Assistant City Manager
- Assistant to the City Manager
- Assistant to the Mayor
- Assistant, Associate and Senior Management Analyst in the City Manager's Department and in the Office of Budget and Fiscal Management
- Budget Manager
- Capital Improvement Programs Manager
- Deputy City Manager
- Economic Development Manager
- Health Officer
- Legislative Assistant
- Police Review Commission Investigator
- Police Review Commission Officer
- Secretary to the Mayor, Administrative Secretary and Secretary in the Mayor's Office
- Supervising Psychiatrist

**13.19 City Manager Department Differential**

Assistant, Associate and Senior Management Analysts in the City Manager's Department and in the Office of Budget and Fiscal Management shall receive a 5% salary differential.

**13.20 Shift Differential**

Employees whose regular schedules meet the definition, as specified by Unrepresented Employee Manual Section 1.12 (Shift Differential), for shift differential, for the hours of 5:00 p.m. to 12:00 a.m., shall be paid their regular salary plus seven and one-half percent (7.5%) of their monthly salary per month. Those whose regular schedule meets the definition for shift differential, for the hours of 12:00 a.m. to 7:00 a.m., shall be paid their regular monthly salary plus ten percent (10%) of their monthly salary per month.

**13.21 SRIP II Disability Insurance**

The City shall pay the premium for the current cost of long term disability insurance for SRIP covered employees who are enrolled in the SRIP II (Supplementary Retirement and Income Plan).

**13.22 Vacation Schedules**

Unrepresented employees, except those confidential executive, management and professional employees in Section 13.20.1 (Confidential Executive Management and Professional Employees) below, shall be entitled to earn annual vacation leave as follows:

Authorized Annual Vacation (in work weeks)	Years of Actual Benefitted Service
2-workweeks (FTE 80 hours)	During the first 3-years
3-workweeks (FTE 120 hours)	During the 4 <sup>th</sup> through 11 <sup>th</sup> year
4-workweeks (FTE 160 hours)	During the 12 <sup>th</sup> through 17 <sup>th</sup> year
5-workweeks (FTE 200 hours)	During the 18 <sup>th</sup> through 24 <sup>th</sup> year
6 workweeks (FTE 240 hours)	During the 25 <sup>th</sup> and subsequent years

- 13.22.1 **Confidential Executive, Management and Professional Employees:** Confidential executive, management and professional employees who were eligible under the City's Administrative Leave Policy are entitled to earn annual vacation leave as follows:

Authorized Annual Vacation (in work weeks)	Years of Actual Benefitted Service
2-workweeks (FTE 80 hours)	During the first 2-years
3-workweeks (FTE 120 hours)	During the 3 <sup>rd</sup> through 5 <sup>th</sup> year
4-workweeks (FTE 160 hours)	During the 6 <sup>th</sup> through 17 <sup>th</sup> year
5-workweeks (FTE 200 hours)	During the 18 <sup>th</sup> through 24 <sup>th</sup> year

6 workweeks (FTE 240 hours)	During the 25 <sup>th</sup> and subsequent years
-----------------------------	--

- 13.22.2 **Director of Library Services and Deputy Director of Library Services:** Employees in the classifications of Director of Library Services and Deputy Director of Library Services are entitled to earn annual vacation Leave as follows:

Years of Actual Benefited Service	Authorized Annual Vacation Accrual
Through the first 5 Years of Service	3 weeks (120 Hours)
Beginning the 6th through 17th Years of Service	4 weeks (160 Hours)
Beginning the 18th through 24th Years of Service	5 weeks (200 Hours)
Beginning the 25th and subsequent Years of Service	6 weeks (240 Hours)

### 13.23 Special Pay for Camps Personnel

When an employee, who has a valid Red Cross Senior Lifesaving Certificate and occupies a camps classification, is specifically assigned in writing by the Camps Manager or an authorized representative, with approval by the City Manager, to temporarily serve as a lifeguard for one day or more, said employee shall be paid a five percent (5%) differential, more than the employee's current salary.

### 13.24 Hazard Premium Pay for Clerical Mental Health Personnel

Clerical employees who are regularly assigned to work in Mental Health Programs, in direct contact with clinic patients, shall receive a five percent (5%) differential. This Hazard Premium Pay shall be reported to CalPERS as "Hazard Premium" under PERL Section 571 (Definition of Special Compensation), (4) Special Assignment Pay.

### 13.25 Longevity Pay

Effective the first full pay period after Council adoption, employees in Representation Units Z-2, Z-3 and Z-6 who complete nineteen (19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20th) year of service and shall apply to all hours in a paid status. Longevity pay shall be paid at the beginning of the pay period following completion of the 20 years of service. This Longevity Pay shall be reported to CalPERS as "Longevity Pay" under PERL Section 571.a.(1) Incentive Pay.

### 13.26 Longevity Pay for Confidential and Executive Management Employees

Effective the first full pay period after Council adoption, and except as noted below in Section 13.24.1 (Longevity Pay for Unit Z1 Fire Chief and Deputy Fire Chief), employees in Representation Unit Z-1 who have completed nineteen (19) years of service shall receive a three percent (3%) differential beginning with the

anniversary date of beginning the twentieth (20th) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

- 13.26.1 **Longevity Pay for Unit Z1 Fire Chief and Deputy Fire Chief:** The longevity pay for the Fire Chief and Deputy Fire Chief classifications is intended to provide the same benefits as the Longevity Pay for represented sworn fire employees under the Berkeley Fire Fighters Association (Unit B) Memorandum of Understanding.

### 13.27 Automobile Allowance for Police Chief

The City Manager may authorize an automobile allowance of \$400 per month in lieu of a City provided vehicle for an employee appointed after November 1, 2009 to the classification of Police Chief.

### 13.28 Video Display Terminal Screening/Glasses

The City offers VDT screening and glasses as medically required, every two years, to employees who in the course of their employment operate VDT equipment more than four hours in a work day.

### 13.29 Emergency Medical Technician

Effective September 13, 2015, Unit Z-1 Fire Chief and Deputy Fire Chief who maintain current Emergency Medical Technician (EMT) certification shall receive an EMT pay differential of four percent (4.0%).

### 13.30 Shoe Allowance

An annual allowance of two hundred dollars (\$200) shall be paid to benefitted employees in the classification of Janitor, Groundskeeper, Laborer, and Solid Waste Worker.

### 13.31 Training Differential

- 13.31.1 **Trainer Differential:** Effective July 1, 2016, any employee, excluding those classifications that require training as part of the assignment (e.g. supervisors), designated by the department and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills (identified by the departments in consultation with Human Resources) who is required to provide formalized training to a new employee or an employee who management has identified as needing formalized training, shall receive a five percent (5%) differential in salary for that time served in such capacity. Such assignment shall be in writing by the department and approved by the Director of Human Resources. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported

“compensation earnable” in California Government Code Section 20635.

- 13.31.2 **Higher Class Training Differential:** For training purposes, employees not meeting all of the minimum qualifications of a higher classification may be temporarily assigned for a minimum of one (1) week, to perform the duties of the higher classification and will receive a five percent (5%) increase in their current base salary for the duration of the temporary assignment. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments shall be approved in advance by the City Manager, or his or her designee by an Employee Transaction Form, and forwarded to the Human Resources Department for inclusion in the employee's official Personnel file.
- 13.31.3 **Trainee Differential:** For training purposes and to enhance an employee skills and abilities, any employee designated in advance by the department director and approved by the Director of Human Resources to perform duties that are outside of the employee's classification, shall receive a three percent (3%) differential in salary for that time served in such capacity. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments shall be approved in advance by the City Manager, or his or her designee by an Employee Transaction Form, and forwarded to the Human Resources Department for inclusion in the employee's official Personnel file.

---

### 13.32 Summary of May 2017 Changes to the Unrepresented Employee Manual

- Included reference to Unrepresented Unit Z-9 (Deputy Director Rent Stabilization Program).
- Former Section 1.14 (One-Time Allocation) - deleted obsolete provision.
- Section 5.2 (Floating Holidays) - corrected omission of one (1) day.
- Section 8.3 (Hourly Rated Employees in Lieu of Benefits) – codified existing benefit.
- Section 13.11 (Reimbursement Plan) – revise plan as reimbursement.
- Section 13.12 (Fire Chief and Deputy Fire Chief Retiree Medical Plan) – clarified benefit for internal and external appointments.
- Section 13.13 (Retiree medical for Police Chief Classification) – clarified benefit for internal and external appointments.
- Section 13.18 (Regular “At-Will” Classifications) – deleted duplicate classification.
- Section 13.31.3 (Trainee Differential) – included provision authorizing differential for employees assigned duties outside of classification.



---

### 13.33 Summary of October 2017 Changes to the Unrepresented Employee Manual

- Section 8.4.5 Miscellaneous Employees Classic Employee Pension Contribution through a 20516 Contract Amendment – added subsection 8.4.5.3
- 

### 13.34 Summary of July 2018 Changes to the Unrepresented Employee Manual

- Section 1.14 (One-Time Allocation) - \$2,000 paid August 17, 2018.
  - Section 8.1.3 (Medical Contribution Executive Managers) – Cost-share of \$50.00 for medical contributions by all department heads, City Manager and Deputy City Manager effective July 1, 2019.
  - Section 8.4.6.4 – Correct typographical error.
  - Section 11.5 (Written Reprimand for Non-Safety Employees) – Include provision allowing written rebuttal.
  - Section 12.3.1 (Compensation Complaints) – Include provision that specifies appeal time lines.
  - 13.1 (Administrative Leave) – Clarify leave extended to career and benefitted at-will employees; benefit is prorated based on assignment; and codifies practice that unused administrative leave rolls into vacation.
  - 13.24 (Hazard Premium Pay for Clerical Mental Health Personnel) – Clarify pay is reportable to CalPERS.
  - 13.25 (Longevity Pay) – Include CalPERS reportable section.
  - 13.30 (Shoe Allowance) – Clarify benefit extended to benefitted employees.
  - Shoe Allowance
  - 13.31 Training Differential
  - 13.32 Summary of July 2018 Changes to the Unrepresented Employee Manual
  - 13.33 Summary of October 2017 Changes to the Unrepresented Employee Manual
- 

### 13.35 Summary of July 2020 Changes to the Unrepresented Employee Manual

Section	Change
Term Duration	Parties agree to a one-year term Agreement ending on June 30, 2021
Living Wage –	NEW LANGUAGE: The City agrees to pay each of its direct employees an hourly wage of no less than \$18.33 effective the first full pay period in January 2021. The City agrees to pay each of its direct employees an hourly wage of no less than \$19.33 effective the first

Section	Change
	full pay period in June 2021. If the Living Wage increases beyond \$19.33, as outlined in the Berkeley Municipal Code effective July 2021, the City shall implement the increases the first full pay period in September 2021 and July 1st of each year thereafter.
Additional City Emergency Paid Sick Leave Allocation	NEW LANGUAGE: The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outlined 4.13 of the Unrepresented Employees Manual.
Additional Floating Holidays	NEW LANGUAGE: For employees who were required to remain in the workplace from March 17, 2020 – June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the Agreement for classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours the first full pay period in August 2020. The City will use a specific pay code for these additional floating holiday hours will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined 4.13 of the Unrepresented Employees Manual.
Additional language on Layoffs for the Term of the Agreement	NEW LANGUAGE: The City recognizes the important role that the employee workforce plays in delivering public services; therefore, during the period ending June 30, 2021 the City agrees to not layoff any Unrepresented career employees. However, should the City determine that its expenditures exceed its revenues during the period ending June 24, 2021, the City may

Section	Change
	<p>notice the Unrepresented group in writing and the Unrepresented group shall be provided an opportunity to meet and discuss one-time cost savings and alternatives such as furloughs, VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other provisions on Layoffs remain unchanged.</p>
<p>Provisional Employee</p>	<p>No employees shall hold a provisional appointment in the same position for more than 12 months. The City Manager may extend the provisional appointment beyond this 12- month limitation with the mutual agreement of the parties.</p>
<p>Limited Reopener</p>	<p>If during the fiscal year 2020 -2021 the City reaches agreement with SEIU or extends to other unrepresented employees an opportunity to confer on an across the board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and discuss with the Unrepresented group on these increases.</p>

RESOLUTION NO. ##,###-N.S.

APPROVING A NEW CLASSIFICATION AND SALARY RESOLUTION FOR UNREPRESENTED EMPLOYEES AND RESCINDING RESOLUTION NO. 68,538-N.S.

WHEREAS, under City Charter Section 32, the City Council is responsible to fix the compensation of all officers and employees of the City on recommendation of the City Manager; and

WHEREAS, in a separate agenda item on July 20, 2021, the City Council City Council will consider a new Memorandum Agreement with Service Employees International Union Local 1021 Maintenance and Clerical Chapters that provides for a three-year contract and wage increases over the three-year period; and

WHEREAS, the City Manager is recommending similar changes in terms and conditions for the unrepresented employees in Units X-1 (Unrepresented Hourly Non-Career); X-2 (Retired Annuitants); Z-1 (Confidential and Executive Management Employees); Z-2 (Confidential Professional Employees); Z-3 (Confidential Clerical Employees); and Z-9 (Unrepresented at-will positions in the Rent Stabilization Program); and

WHEREAS, it is necessary for the City Council to adopt a new Classification and Salary Resolution to reflect the salary adjustments reflected in the new Memorandum Agreement.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley adopts a new Classification and Salary Resolution for employees in Unrepresented Employees in Units X-1; X-2; Z-1; Z-2; Z-3; Z-6; and Z-9, for the period July 20, 2021 through June 30, 2024 to incorporate changes to the salary schedule as shown in Exhibit A (Effective July 25, 2021); Exhibit B (Effective July 2022) Exhibit C (Effective July 2023) attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that Resolution No. 68,538-N.S. is hereby rescinded.

Exhibits

- A: Service Employees International Union Local 1021 Maintenance and Clerical Chapters Classification/Salary Resolution: Effective July 25, 2021
- B: Service Employees International Union Local 1021 Maintenance and Clerical Chapters Classification/Salary Resolution: Effective July 2022
- C: Service Employees International Union Local 1021 Maintenance and Clerical Chapters Classification/Salary Resolution Period: Effective July 2023

## EXHIBIT A

**Unrepresented Employees**  
**Salary Ranges in Effect from July 20, 2021 through June 30, 2022**  
(4.0% Salary Increase)

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
42391	ACCT OFF SPEC II UNREP	Z3	803	N	OT	0.0000	0.0000	31.9015	33.4866	35.0262	
42401	ACCT OFF SPEC III UNREP	Z3	302	N	OT	0.0000	0.0000	36.4473	38.1967	39.9823	
42431	ACCT OFF SPEC SUP UNREP	Z3	531	N	OT	36.8664	38.8614	40.9296	43.0527	45.0931	
14631	ADM FIS SVS MGR UNRP	Z2	795	Y	AL	54.0728	56.7807	59.6197	62.6044	65.7347	68.9594
41071	ADMIN ASSISTANT UNREP	Z3	732	N	OT	36.1957	38.1907	40.2589	42.3820	44.4225	
23180	ADMIN HEARING EXAMINER	Z2	148	Y	AL	50.5722	52.9772	55.6194	58.3435	61.1311	
46130	ADMIN SECRETARY	Z3	327	N	OT	36.9518	38.6191	40.4413	42.3454	44.2767	
28130	ADMIN STAFF ASSISTANT	Z2	704	N	OT	37.9994	40.0957	42.2725	44.4417	46.6476	
65192	AQUATICS SPEC I HRLY	X1	785			15.1973	15.9691	16.8381	17.7320	18.6627	
65540	AQUATICS SPEC II	Z2	787	N	OT	0.0000	0.0000	0.0000	25.9282	28.1238	
27030	ASSOC HR ANALYST	Z2	216	Y	AL	48.9594	51.1824	53.7972	56.2841	58.9535	
28101	ASSOC MGMT ANALYST UNRP	Z2	229	N	OT	47.3286	49.3695	51.6010	53.8519	56.1839	
12130	ASST CITY ATTORNEY	Z1	027	Y	AL	74.2213	0.0000	0.0000	0.0000	99.3028	
14610	ASST CITY CLERK	Z2	099	Y	AL	52.3305	54.8265	57.5506	60.3748	63.2538	
11180	ASST CITY MANAGER	Z1	015	Y	AL	83.5738	0.0000	0.0000	0.0000	114.9009	
27040	ASST HR ANALYST	Z2	217	N	OT	39.5000	41.4783	43.5628	45.7534	48.0501	
28091	ASST MGMT ANALYST UNREP	Z2	226	N	OT	38.1636	39.8035	41.4250	43.1471	45.0056	
18010	ASST TO THE CITY MGR	Z1	112	Y	AL	64.3932	0.0000	0.0000	0.0000	84.6207	
28880	ASST TO THE MAYOR	Z2	249	Y	AL	41.9866	0.0000	0.0000	0.0000	78.9782	
13010	AUDIT MANAGER	Z1	583	Y	AL	58.3199	0.0000	0.0000	0.0000	76.3496	
27070	BENEFITS SPECIALIST	Z2	596	N	AL	44.4772	46.6911	49.0413	51.4742	53.6147	
13230	BUDGET MANAGER	Z1	597	Y	AL	67.9130	0.0000	0.0000	0.0000	90.8498	
51052	CAMP MAINTENANCE MECH HRL	X1	889			34.2125	0.0000	0.0000	0.0000	40.7750	
65672	CAMP MEDICAL STAFF MEMBER	X1	748			68.7042	0.0000	0.0000	0.0000	103.0563	
65642	CAMP STAFF LEADER	X1	747			68.7042	0.0000	0.0000	0.0000	103.0563	
65632	CAMP STAFF MEMBER	X1	746			45.8028	0.0000	0.0000	0.0000	68.7042	
65682	CAMP STAFF SUPERVISOR	X1	749			103.0563	0.0000	0.0000	0.0000	148.8591	
13200	CAPITAL IMPRV PROG MGR	Z1	606	Y	AL	74.2213	0.0000	0.0000	0.0000	99.3020	
41042	CASHIER ATTENDANT HOURLY	X1	902			16.2625	17.1197	18.0259	18.9719	21.2998	
81680	CERT INSTRUCTOR	X1	624			33.6031	0.0000	0.0000	0.0000	33.6031	
11070	CITY ATTORNEY	Z1	010	Y	AL	88.1788	0.0000	0.0000	0.0000	118.9097	
11020	CITY AUDITOR	Z1	006	Y	AL	87.7331	0.0000	0.0000	0.0000	87.7331	
11200	CITY CLERK	Z1	016	Y	AL	81.1268	0.0000	0.0000	0.0000	111.5254	
11010	CITY MANAGER	Z1	005	Y	AL	150.7167	0.0000	0.0000	0.0000	150.7167	
23020	DEP CITY ATTORNEY I	Z2	136	Y	AL	51.1735	53.8336	56.6759	59.6824	62.8526	
23030	DEP CITY ATTORNEY II	Z2	138	Y	AL	60.7120	64.6933	68.1005	71.7175	75.5164	
23110	DEP CITY ATTORNEY III	Z2	141	Y	AL	77.1195	81.1648	83.4516	87.8428	92.4981	
13660	DEP CITY AUD PAY MGMT	Z1	067	Y	AL	64.3932	0.0000	0.0000	0.0000	84.6207	
12190	DEP CITY CLERK	Z1	028	Y	AL	64.3932	0.0000	0.0000	0.0000	84.6207	
11030	DEP CITY MANAGER	Z1	007	Y	AL	88.1788	0.0000	0.0000	0.0000	129.6867	
12110	DEP DIR OF LIB SVCS	Z1	026	Y	AL	64.3932	0.0000	0.0000	0.0000	84.6207	
12300	DEP DIR OF PLANNING	Z1	038	Y	AL	69.9633	0.0000	0.0000	0.0000	93.5984	
12310	DEP DIR OF RNT STB PRG	Z9	783	Y	AL	64.3870	0.0000	0.0000	0.0000	84.6175	
12280	DEP DIR PRKS/REC/WTRFR	Z1	688	Y	AL	69.9650	0.0000	0.0000	0.0000	93.6007	
12270	DEP DIRECTOR OF FINANCE	Z1	035	Y	AL	64.3932	0.0000	0.0000	0.0000	84.6207	
12320	DEP DIRECTOR OF HHCS	Z1	801	Y	AL	69.9650	0.0000	0.0000	0.0000	93.6007	

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
12260	DEP DIRECTOR OF HR	Z1	033	Y	AL	64.3932	0.0000	0.0000	0.0000	84.6207	
12090	DEP DIRECTOR PUB WRK REG	Z1	025	Y	AL	69.9650	0.0000	0.0000	0.0000	93.6007	
12050	DEP DIRECTOR PUBLIC WORKS	Z1	023	Y	AL	69.9650	0.0000	0.0000	0.0000	93.6007	
12040	DEPUTY FIRE CHIEF	Z1	022	Y	AL	93.3587	0.0000	0.0000	0.0000	113.2745	
28970	DIGITAL COMNCATNS COORD	Z2	773	Y	AL	50.3936	53.0459	55.8378	58.7753	61.8701	
11130	DIR OF HLTH/HSG/COM SVC	Z1	800	Y	AL	84.5469	0.0000	0.0000	0.0000	116.2598	
11080	DIR OF HUMAN RESOURCES	Z1	011	Y	AL	81.1268	0.0000	0.0000	0.0000	111.5254	
11150	DIR OF LIBRARY SVCS	Z1	014	Y	AL	81.1268	0.0000	0.0000	0.0000	111.5254	
11120	DIR OF PRKS/REC/WTRFR	Z1	586	Y	AL	84.5469	0.0000	0.0000	0.0000	116.2598	
11040	DIRECTOR OF FINANCE	Z1	008	Y	AL	81.1268	0.0000	0.0000	0.0000	111.5254	
11270	DIRECTOR OF INFO TECH	Z1	648	Y	AL	81.1268	0.0000	0.0000	0.0000	111.5254	
11240	DIRECTOR OF PLANNING	Z1	019	Y	AL	81.1268	0.0000	0.0000	0.0000	111.5254	
11110	DIRECTOR OF PUBLIC WRKS	Z1	013	Y	AL	84.5469	0.0000	0.0000	0.0000	116.2598	
42920	DRAFTING AIDE	Z2	311	N	OT	0.0000	0.0000	25.4729	27.0125	29.1717	
13740	ECONOMIC DEV MGR	Z1	629	Y	AL	72.0539	0.0000	0.0000	0.0000	96.3898	
27180	EEO & DIVERSITY OFFCR	Z2	222	Y	AL	52.0386	54.5350	57.2045	60.0104	62.8985	
14020	EMPLOYEE RELATIONS MGR	Z1	221	Y	AL	62.8707	0.0000	0.0000	0.0000	81.6964	
11050	FIRE CHIEF	Z1	009	Y	AL	85.8046	0.0000	0.0000	0.0000	117.9217	
12230	HEALTH OFFICER	Z1	031	Y	AL	97.5372	0.0000	0.0000	0.0000	110.7999	
12240	HEALTH OFFICER (CERT)	Z1	552	Y	AL	102.6761	0.0000	0.0000	0.0000	116.6398	
13800	HUMAN RESOURCES MANAGER	Z1	735	Y	AL	62.8272	0.0000	0.0000	0.0000	81.6446	
47010	HUMAN RESOURCES TECH	Z3	549	N	OT	36.9122	38.9520	41.0678	43.2293	45.3148	
12330	INFO SECURITY MANAGER	Z1	764	Y	AL	71.9740	75.7619	79.7499	83.9439	88.3647	
12210	INFO SYS MANAGER	Z1	029	Y	AL	67.3504	70.6555	74.0334	77.6803	81.4002	
36051	INFO SYS SUP TECH UNREP	Z3	671	N	OT	35.7313	37.0431	38.4275	39.8582	41.3522	
99010	INTERN	X1	551			0.0000	19.6022	20.9743	22.4425	24.0135	
23100	LAW CLERK	X1	139			0.0000	0.0000	30.3825	32.9542	35.4661	
43010	LEGAL OFFICE SUPERVISOR	Z3	643	N	OT	41.5983	43.5112	45.6796	47.6749	49.8887	
46330	LEGAL SECRETARY	Z3	334	N	OT	0.0000	0.0000	36.2502	38.1636	39.1383	
26330	LIBRARY LITERACY INSTRUCT	X1	712			34.8490	36.5886	38.4209	40.3344	42.3522	
24140	OCC HEALTH&SAFETY OFF	Z2	157	Y	AL	50.5449	52.9316	55.5644	58.2796	61.0763	
24150	OCC HEALTH&SAFETY SPEC	Z2	247	N	OT	44.4783	46.6912	49.0425	51.4812	53.6214	
47041	OFFICE SPEC I UNREP	Z3	341	N	OT	0.0000	0.0000	26.6387	28.0329	29.3448	
47031	OFFICE SPEC II UNREP	Z3	680	N	OT	0.0000	0.0000	31.2307	32.8160	34.3556	
47051	OFFICE SPEC III UNREP	Z3	292	N	OT	0.0000	0.0000	35.7767	37.5261	39.3114	
47081	OFFICE SPEC SUP UNREP	Z3	682	N	OT	36.1957	38.1907	40.2589	42.3820	44.4225	
49030	PARALEGAL	Z2	792	N	OT	37.7374	39.4917	41.4426	43.2918	45.2209	
24290	PHYSICIAN	X1	161			98.7111	0.0000	0.0000	0.0000	98.7111	
65122	PLAYGROUND LEADER TRAINEE	X1	405			0.0000	0.0000	0.0000	15.0236	15.6840	
71172	POLICE AIDE	X1	466			17.5212	18.7014	21.0078	24.7622	28.4991	
11100	POLICE CHIEF	Z1	012	Y	AL	89.3527	0.0000	0.0000	0.0000	122.7923	
71140	POLICE OFFICER RECRUIT	Z2	465	N	OT	41.9237	0.0000	0.0000	0.0000	41.9237	
28780	POLICE RVW COMM INVEST	Z2	246	N	OT	48.6773	50.9546	53.4692	55.9559	58.6621	
14730	POLICE RVW COMM OFFICER	Z1	106	Y	AL	62.8707	0.0000	0.0000	0.0000	81.6964	
13550	PUBLIC HEALTH PROG PHYSI	X1	774			69.2457	72.7133	76.3663	80.1468	84.1479	
71082	RESERVE POLICE OFFCR I H	X1	520			15.0236	0.0000	0.0000	0.0000	33.1979	
71092	RESERVE POLICE OFFCR II H	X1	519			15.0236	0.0000	0.0000	0.0000	25.2706	
10000	RETIRED ANNUITANT HOURLY	X2	805			15.0236	0.0000	0.0000	0.0000	142.7045	
71210	SCHOOL CROSSING GUARD	X1	468			25.6427	0.0000	0.0000	0.0000	25.6427	
46010	SECRETARY TO CITY MGR	Z3	323	N	OT	41.4068	43.3566	45.5248	47.6204	49.8431	
65590	SENIOR AQUATICS SPEC	Z2	789	N	OT	0.0000	0.0000	0.0000	30.0737	32.0522	
27160	SENIOR HR ANALYST	Z2	220	Y	AL	54.3343	56.9036	59.7280	62.6529	65.6588	
46050	SENIOR LEGAL SECRETARY	Z3	324	N	OT	37.7446	39.4940	41.4346	43.2839	45.2244	

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28111	SENIOR MGMT ANLST UNREP	Z2	233	Y	AL	52.3306	54.8266	57.5506	60.3748	63.2538	
23150	STAFF ATTORNEY I	Z2	145	Y	AL	51.1735	53.8336	56.6759	59.6824	62.8526	
23160	STAFF ATTORNEY II	Z2	146	Y	AL	60.7120	64.6934	68.1005	71.7175	75.5165	
23170	STAFF ATTORNEY III	Z2	147	Y	AL	77.1196	81.1738	83.4423	87.8428	92.4981	
24580	SUPERV PSYCHIATRIST	Z1	180	Y	AL	119.0089	0.0000	0.0000	0.0000	144.6601	
65432	SWIM CENTER MANAGER HRLY	X1	522			0.0000	0.0000	0.0000	30.1176	32.0425	
27120	TRAINING OFFICER	Z2	219	Y	AL	57.1225	60.0470	62.9986	66.0504	69.1664	
67200	VEGETATION REDUCTION SUPV	X1	453			38.0081	0.0000	0.0000	0.0000	38.0081	
27050	WORKERS COMP ANALYST	Z2	599	N	OT	48.9595	51.1824	53.7972	56.2842	58.9535	

## EXHIBIT B

**Unrepresented Employees**  
**Salary Ranges in Effect from July 1, 2022 through June 30, 2023**  
(3.0% Salary Increase)

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
42391	ACCT OFF SPEC II UNREP	Z3	803	N	OT	0.0000	0.0000	32.8585	34.4912	36.0770	
42401	ACCT OFF SPEC III UNREP	Z3	302	N	OT	0.0000	0.0000	37.5407	39.3426	41.1817	
42431	ACCT OFF SPEC SUP UNREP	Z3	531	N	OT	37.9724	40.0272	42.1575	44.3442	46.4459	
14631	ADM FIS SVS MGR UNRP	Z2	795	Y	AL	55.6949	58.4841	61.4083	64.4825	67.7067	71.0282
41071	ADMIN ASSISTANT UNREP	Z3	732	N	OT	37.2816	39.3364	41.4667	43.6535	45.7552	
23180	ADMIN HEARING EXAMINER	Z2	148	Y	AL	52.0894	54.5665	57.2880	60.0938	62.9650	
46130	ADMIN SECRETARY	Z3	327	N	OT	38.0603	39.7777	41.6545	43.6158	45.6050	
28130	ADMIN STAFF ASSISTANT	Z2	704	N	OT	39.1394	41.2986	43.5407	45.7750	48.0470	
65192	AQUATICS SPEC I HRLY	X1	785			15.6532	16.4482	17.3432	18.2639	19.2226	
65540	AQUATICS SPEC II	Z2	787	N	OT	0.0000	0.0000	0.0000	26.7060	28.9675	
27030	ASSOC HR ANALYST	Z2	216	Y	AL	50.4282	52.7179	55.4111	57.9726	60.7221	
28101	ASSOC MGMT ANALYST UNRP	Z2	229	N	OT	48.7485	50.8505	53.1491	55.4675	57.8694	
12130	ASST CITY ATTORNEY	Z1	027	Y	AL	76.4479	0.0000	0.0000	0.0000	102.2819	
14610	ASST CITY CLERK	Z2	099	Y	AL	53.9004	56.4712	59.2771	62.1860	65.1514	
11180	ASST CITY MANAGER	Z1	015	Y	AL	86.0810	0.0000	0.0000	0.0000	118.3479	
27040	ASST HR ANALYST	Z2	217	N	OT	40.6850	42.7227	44.8697	47.1260	49.4916	
28091	ASST MGMT ANALYST UNREP	Z2	226	N	OT	39.3085	40.9976	42.6677	44.4415	46.3558	
18010	ASST TO THE CITY MGR	Z1	112	Y	AL	66.3250	0.0000	0.0000	0.0000	87.1593	
28880	ASST TO THE MAYOR	Z2	249	Y	AL	43.2462	0.0000	0.0000	0.0000	81.3476	
13010	AUDIT MANAGER	Z1	583	Y	AL	60.0695	0.0000	0.0000	0.0000	78.6401	
27070	BENEFITS SPECIALIST	Z2	596	N	AL	45.8115	48.0918	50.5126	53.0184	55.2232	
13230	BUDGET MANAGER	Z1	597	Y	AL	69.9504	0.0000	0.0000	0.0000	93.5753	
51052	CAMP MAINTENANCE MECH HRL	X1	889			35.2388	0.0000	0.0000	0.0000	41.9982	
65672	CAMP MEDICAL STAFF MEMBER	X1	748			70.7653	0.0000	0.0000	0.0000	106.1480	
65642	CAMP STAFF LEADER	X1	747			70.7653	0.0000	0.0000	0.0000	106.1480	
65632	CAMP STAFF MEMBER	X1	746			47.1769	0.0000	0.0000	0.0000	70.7653	
65682	CAMP STAFF SUPERVISOR	X1	749			106.1480	0.0000	0.0000	0.0000	153.3249	
13200	CAPITAL IMPRV PROG MGR	Z1	606	Y	AL	76.4479	0.0000	0.0000	0.0000	102.2811	
41042	CASHIER ATTENDANT HOURLY	X1	902			16.7504	17.6333	18.5667	19.5410	21.9388	
81680	CERT INSTRUCTOR	X1	624			34.6112	0.0000	0.0000	0.0000	34.6112	
11070	CITY ATTORNEY	Z1	010	Y	AL	90.8242	0.0000	0.0000	0.0000	122.4770	
11020	CITY AUDITOR	Z1	006	Y	AL	90.3651	0.0000	0.0000	0.0000	90.3651	
11200	CITY CLERK	Z1	016	Y	AL	83.5606	0.0000	0.0000	0.0000	114.8712	
11010	CITY MANAGER	Z1	005	Y	AL	155.2382	0.0000	0.0000	0.0000	155.2382	
23020	DEP CITY ATTORNEY I	Z2	136	Y	AL	52.7087	55.4486	58.3762	61.4729	64.7382	
23030	DEP CITY ATTORNEY II	Z2	138	Y	AL	62.5333	66.6341	70.1435	73.8691	77.7819	
23110	DEP CITY ATTORNEY III	Z2	141	Y	AL	79.4331	83.5998	85.9551	90.4781	95.2730	
13660	DEP CITY AUD PAY MGMT	Z1	067	Y	AL	66.3250	0.0000	0.0000	0.0000	87.1593	
12190	DEP CITY CLERK	Z1	028	Y	AL	66.3250	0.0000	0.0000	0.0000	87.1593	
11030	DEP CITY MANAGER	Z1	007	Y	AL	90.8242	0.0000	0.0000	0.0000	133.5773	
12110	DEP DIR OF LIB SVCS	Z1	026	Y	AL	66.3250	0.0000	0.0000	0.0000	87.1593	
12300	DEP DIR OF PLANNING	Z1	038	Y	AL	72.0622	0.0000	0.0000	0.0000	96.4064	
12310	DEP DIR OF RNT STB PRG	Z9	783	Y	AL	66.3186	0.0000	0.0000	0.0000	87.1560	
12280	DEP DIR PRKS/REC/WTRFR	Z1	688	Y	AL	72.0639	0.0000	0.0000	0.0000	96.4087	
12270	DEP DIRECTOR OF FINANCE	Z1	035	Y	AL	66.3250	0.0000	0.0000	0.0000	87.1593	
12320	DEP DIRECTOR OF HHCS	Z1	801	Y	AL	72.0639	0.0000	0.0000	0.0000	96.4087	



Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
12260	DEP DIRECTOR OF HR	Z1	033	Y	AL	66.3250	0.0000	0.0000	0.0000	87.1593	
12090	DEP DIRECTOR PUB WRK REG	Z1	025	Y	AL	72.0639	0.0000	0.0000	0.0000	96.4087	
12050	DEP DIRECTOR PUBLIC WORKS	Z1	023	Y	AL	72.0639	0.0000	0.0000	0.0000	96.4087	
12040	DEPUTY FIRE CHIEF	Z1	022	Y	AL	96.1595	0.0000	0.0000	0.0000	116.6728	
28970	DIGITAL COMNCATNS COORD	Z2	773	Y	AL	51.9054	54.6372	57.5129	60.5385	63.7262	
11130	DIR OF HLTH/HSG/COM SVC	Z1	800	Y	AL	87.0833	0.0000	0.0000	0.0000	119.7476	
11080	DIR OF HUMAN RESOURCES	Z1	011	Y	AL	83.5606	0.0000	0.0000	0.0000	114.8712	
11150	DIR OF LIBRARY SVCS	Z1	014	Y	AL	83.5606	0.0000	0.0000	0.0000	114.8712	
11120	DIR OF PRKS/REC/WTRFR	Z1	586	Y	AL	87.0833	0.0000	0.0000	0.0000	119.7476	
11040	DIRECTOR OF FINANCE	Z1	008	Y	AL	83.5606	0.0000	0.0000	0.0000	114.8712	
11270	DIRECTOR OF INFO TECH	Z1	648	Y	AL	83.5606	0.0000	0.0000	0.0000	114.8712	
11240	DIRECTOR OF PLANNING	Z1	019	Y	AL	83.5606	0.0000	0.0000	0.0000	114.8712	
11110	DIRECTOR OF PUBLIC WRKS	Z1	013	Y	AL	87.0833	0.0000	0.0000	0.0000	119.7476	
42920	DRAFTING AIDE	Z2	311	N	OT	0.0000	0.0000	26.2371	27.8229	30.0469	
13740	ECONOMIC DEV MGR	Z1	629	Y	AL	74.2155	0.0000	0.0000	0.0000	99.2815	
27180	EEO & DIVERSITY OFFCR	Z2	222	Y	AL	53.5998	56.1711	58.9207	61.8107	64.7855	
14020	EMPLOYEE RELATIONS MGR	Z1	221	Y	AL	64.7568	0.0000	0.0000	0.0000	84.1473	
11050	FIRE CHIEF	Z1	009	Y	AL	88.3788	0.0000	0.0000	0.0000	121.4593	
12230	HEALTH OFFICER	Z1	031	Y	AL	100.4634	0.0000	0.0000	0.0000	114.1239	
12240	HEALTH OFFICER (CERT)	Z1	552	Y	AL	105.7563	0.0000	0.0000	0.0000	120.1390	
13800	HUMAN RESOURCES MANAGER	Z1	735	Y	AL	64.7120	0.0000	0.0000	0.0000	84.0939	
47010	HUMAN RESOURCES TECH	Z3	549	N	OT	38.0196	40.1206	42.2998	44.5262	46.6743	
12330	INFO SECURITY MANAGER	Z1	764	Y	AL	74.1332	78.0347	82.1424	86.4622	91.0156	
12210	INFO SYS MANAGER	Z1	029	Y	AL	69.3709	72.7752	76.2544	80.0107	83.8422	
36051	INFO SYS SUP TECH UNREP	Z3	671	N	OT	36.8033	38.1544	39.5803	41.0539	42.5928	
99010	INTERN	X1	551			0.0000	20.1903	21.6036	23.1158	24.7339	
23100	LAW CLERK	X1	139			0.0000	0.0000	31.2940	33.9428	36.5301	
43010	LEGAL OFFICE SUPERVISOR	Z3	643	N	OT	42.8462	44.8166	47.0499	49.1051	51.3853	
46330	LEGAL SECRETARY	Z3	334	N	OT	0.0000	0.0000	37.3377	39.3085	40.3125	
26330	LIBRARY LITERACY INSTRUCT	X1	712			35.8945	37.6862	39.5735	41.5445	43.6227	
24140	OCC HEALTH&SAFETY OFF	Z2	157	Y	AL	52.0612	54.5196	57.2313	60.0280	62.9085	
24150	OCC HEALTH&SAFETY SPEC	Z2	247	N	OT	45.8127	48.0919	50.5138	53.0256	55.2300	
47041	OFFICE SPEC I UNREP	Z3	341	N	OT	0.0000	0.0000	27.4379	28.8739	30.2252	
47031	OFFICE SPEC II UNREP	Z3	680	N	OT	0.0000	0.0000	32.1676	33.8005	35.3863	
47051	OFFICE SPEC III UNREP	Z3	292	N	OT	0.0000	0.0000	36.8500	38.6518	40.4908	
47081	OFFICE SPEC SUP UNREP	Z3	682	N	OT	37.2816	39.3364	41.4667	43.6535	45.7552	
49030	PARALEGAL	Z2	792	N	OT	38.8695	40.6764	42.6858	44.5906	46.5775	
24290	PHYSICIAN	X1	161			101.6725	0.0000	0.0000	0.0000	101.6725	
65122	PLAYGROUND LEADER TRAINEE	X1	405			0.0000	0.0000	0.0000	15.4743	16.1545	
71172	POLICE AIDE	X1	466			18.0468	19.2624	21.6380	25.5051	29.3541	
11100	POLICE CHIEF	Z1	012	Y	AL	92.0333	0.0000	0.0000	0.0000	126.4760	
71140	POLICE OFFICER RECRUIT	Z2	465	N	OT	43.1814	0.0000	0.0000	0.0000	43.1814	
28780	POLICE RVW COMM INVEST	Z2	246	N	OT	50.1376	52.4833	55.0733	57.6346	60.4220	
14730	POLICE RVW COMM OFFICER	Z1	106	Y	AL	64.7568	0.0000	0.0000	0.0000	84.1473	
13550	PUBLIC HEALTH PROG PHYSI	X1	774			71.3231	74.8947	78.6573	82.5512	86.6723	
71082	RESERVE POLICE OFFCR I H	X1	520			15.4743	0.0000	0.0000	0.0000	34.1939	
71092	RESERVE POLICE OFFCR II H	X1	519			15.4743	0.0000	0.0000	0.0000	26.0288	
10000	RETIRED ANNUITANT HOURLY	X2	805			15.4743	0.0000	0.0000	0.0000	146.9856	
71210	SCHOOL CROSSING GUARD	X1	468			26.4120	0.0000	0.0000	0.0000	26.4120	
46010	SECRETARY TO CITY MGR	Z3	323	N	OT	42.6490	44.6573	46.8906	49.0490	51.3384	
65590	SENIOR AQUATICS SPEC	Z2	789	N	OT	0.0000	0.0000	0.0000	30.9759	33.0138	
27160	SENIOR HR ANALYST	Z2	220	Y	AL	55.9644	58.6107	61.5198	64.5325	67.6286	
46050	SENIOR LEGAL SECRETARY	Z3	324	N	OT	38.8769	40.6788	42.6776	44.5824	46.5811	

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28111	SENIOR MGMT ANLST UNREP	Z2	233	Y	AL	53.9005	56.4714	59.2771	62.1860	65.1514	
23150	STAFF ATTORNEY I	Z2	145	Y	AL	52.7087	55.4486	58.3762	61.4729	64.7382	
23160	STAFF ATTORNEY II	Z2	146	Y	AL	62.5333	66.6342	70.1435	73.8691	77.7820	
23170	STAFF ATTORNEY III	Z2	147	Y	AL	79.4332	83.6090	85.9455	90.4781	95.2730	
24580	SUPERV PSYCHIATRIST	Z1	180	Y	AL	122.579 2	0.0000	0.0000	0.0000	148.9999	
65432	SWIM CENTER MANAGER HRLY	X1	522			0.0000	0.0000	0.0000	31.0211	33.0038	
27120	TRAINING OFFICER	Z2	219	Y	AL	58.8362	61.8484	64.8886	68.0319	71.2414	
67200	VEGETATION REDUCTION SUPV	X1	453			39.1484	0.0000	0.0000	0.0000	39.1484	
27050	WORKERS COMP ANALYST	Z2	599	N	OT	50.4283	52.7179	55.4111	57.9728	60.7221	

## EXHIBIT C

**Unrepresented Employees**  
**Salary Ranges in Effect from July 1, 2023 through June 30, 2024**  
(1.0% Salary Increase)

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
42391	ACCT OFF SPEC II UNREP	Z3	803	N	OT	0.0000	0.0000	33.1871	34.8361	36.4378	
42401	ACCT OFF SPEC III UNREP	Z3	302	N	OT	0.0000	0.0000	37.9161	39.7360	41.5936	
42431	ACCT OFF SPEC SUP UNREP	Z3	531	N	OT	38.3522	40.4275	42.5790	44.7877	46.9104	
14631	ADM FIS SVS MGR UNRP	Z2	795	Y	AL	56.2519	59.0690	62.0224	65.1274	68.3838	71.7385
41071	ADMIN ASSISTANT UNREP	Z3	732	N	OT	37.6544	39.7298	41.8814	44.0900	46.2127	
23180	ADMIN HEARING EXAMINER	Z2	148	Y	AL	52.6103	55.1122	57.8608	60.6947	63.5947	
46130	ADMIN SECRETARY	Z3	327	N	OT	38.4409	40.1755	42.0711	44.0519	46.0611	
28130	ADMIN STAFF ASSISTANT	Z2	704	N	OT	39.5308	41.7116	43.9761	46.2327	48.5275	
65192	AQUATICS SPEC I HRLY	X1	785			15.8098	16.6127	17.5167	18.4466	19.4148	
65540	AQUATICS SPEC II	Z2	787	N	OT	0.0000	0.0000	0.0000	26.9731	29.2572	
27030	ASSOC HR ANALYST	Z2	216	Y	AL	50.9325	53.2451	55.9652	58.5524	61.3293	
28101	ASSOC MGMT ANALYST UNRP	Z2	229	N	OT	49.2360	51.3590	53.6805	56.0222	58.4481	
12130	ASST CITY ATTORNEY	Z1	027	Y	AL	77.2124	0.0000	0.0000	0.0000	103.3047	
14610	ASST CITY CLERK	Z2	099	Y	AL	54.4394	57.0360	59.8699	62.8079	65.8029	
11180	ASST CITY MANAGER	Z1	015	Y	AL	86.9419	0.0000	0.0000	0.0000	119.5314	
27040	ASST HR ANALYST	Z2	217	N	OT	41.0918	43.1499	45.3184	47.5973	49.9865	
28091	ASST MGMT ANALYST UNREP	Z2	226	N	OT	39.7016	41.4076	43.0944	44.8859	46.8193	
18010	ASST TO THE CITY MGR	Z1	112	Y	AL	66.9883	0.0000	0.0000	0.0000	88.0309	
28880	ASST TO THE MAYOR	Z2	249	Y	AL	43.6786	0.0000	0.0000	0.0000	82.1611	
13010	AUDIT MANAGER	Z1	583	Y	AL	60.6702	0.0000	0.0000	0.0000	79.4265	
27070	BENEFITS SPECIALIST	Z2	596	N	AL	46.2697	48.5728	51.0177	53.5486	55.7754	
13230	BUDGET MANAGER	Z1	597	Y	AL	70.6499	0.0000	0.0000	0.0000	94.5111	
51052	CAMP MAINTENANCE MECH HRL	X1	889			35.5912	0.0000	0.0000	0.0000	42.4182	
65672	CAMP MEDICAL STAFF MEMBER	X1	748			71.4730	0.0000	0.0000	0.0000	107.2095	
65642	CAMP STAFF LEADER	X1	747			71.4730	0.0000	0.0000	0.0000	107.2095	
65632	CAMP STAFF MEMBER	X1	746			47.6487	0.0000	0.0000	0.0000	71.4730	
65682	CAMP STAFF SUPERVISOR	X1	749			107.2095	0.0000	0.0000	0.0000	154.8581	
13200	CAPITAL IMPRV PROG MGR	Z1	606	Y	AL	77.2124	0.0000	0.0000	0.0000	103.3039	
41042	CASHIER ATTENDANT HOURLY	X1	902			16.9179	17.8096	18.7523	19.7365	22.1582	
81680	CERT INSTRUCTOR	X1	624			34.9573	0.0000	0.0000	0.0000	34.9573	
11070	CITY ATTORNEY	Z1	010	Y	AL	91.7324	0.0000	0.0000	0.0000	123.7018	
11020	CITY AUDITOR	Z1	006	Y	AL	91.2688	0.0000	0.0000	0.0000	91.2688	
11200	CITY CLERK	Z1	016	Y	AL	84.3962	0.0000	0.0000	0.0000	116.0199	
11010	CITY MANAGER	Z1	005	Y	AL	156.7905	0.0000	0.0000	0.0000	156.7905	
23020	DEP CITY ATTORNEY I	Z2	136	Y	AL	53.2358	56.0031	58.9600	62.0876	65.3856	
23030	DEP CITY ATTORNEY II	Z2	138	Y	AL	63.1587	67.3004	70.8450	74.6078	78.5597	
23110	DEP CITY ATTORNEY III	Z2	141	Y	AL	80.2274	84.4358	86.8147	91.3829	96.2257	
13660	DEP CITY AUD PAY MGMT	Z1	067	Y	AL	66.9883	0.0000	0.0000	0.0000	88.0309	
12190	DEP CITY CLERK	Z1	028	Y	AL	66.9883	0.0000	0.0000	0.0000	88.0309	
11030	DEP CITY MANAGER	Z1	007	Y	AL	91.7324	0.0000	0.0000	0.0000	134.9131	
12110	DEP DIR OF LIB SVCS	Z1	026	Y	AL	66.9883	0.0000	0.0000	0.0000	88.0309	
12300	DEP DIR OF PLANNING	Z1	038	Y	AL	72.7829	0.0000	0.0000	0.0000	97.3704	
12310	DEP DIR OF RNT STB PRG	Z9	783	Y	AL	66.9818	0.0000	0.0000	0.0000	88.0276	
12280	DEP DIR PRKS/REC/WTRFR	Z1	688	Y	AL	72.7846	0.0000	0.0000	0.0000	97.3728	
12270	DEP DIRECTOR OF FINANCE	Z1	035	Y	AL	66.9883	0.0000	0.0000	0.0000	88.0309	
12320	DEP DIRECTOR OF HHCS	Z1	801	Y	AL	72.7846	0.0000	0.0000	0.0000	97.3728	
12260	DEP DIRECTOR OF HR	Z1	033	Y	AL	66.9883	0.0000	0.0000	0.0000	88.0309	
12090	DEP DIRECTOR PUB WRK REG	Z1	025	Y	AL	72.7846	0.0000	0.0000	0.0000	97.3728	

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
12050	DEP DIRECTOR PUBLIC WORKS	Z1	023	Y	AL	72.7846	0.0000	0.0000	0.0000	97.3728	
12040	DEPUTY FIRE CHIEF	Z1	022	Y	AL	97.1211	0.0000	0.0000	0.0000	117.8395	
28970	DIGITAL COMNCATNS COORD	Z2	773	Y	AL	52.4245	55.1836	58.0880	61.1439	64.3634	
11130	DIR OF HLTH/HSG/COM SVC	Z1	800	Y	AL	87.9542	0.0000	0.0000	0.0000	120.9451	
11080	DIR OF HUMAN RESOURCES	Z1	011	Y	AL	84.3962	0.0000	0.0000	0.0000	116.0199	
11150	DIR OF LIBRARY SVCS	Z1	014	Y	AL	84.3962	0.0000	0.0000	0.0000	116.0199	
11120	DIR OF PRKS/REC/WTRFR	Z1	586	Y	AL	87.9542	0.0000	0.0000	0.0000	120.9451	
11040	DIRECTOR OF FINANCE	Z1	008	Y	AL	84.3962	0.0000	0.0000	0.0000	116.0199	
11270	DIRECTOR OF INFO TECH	Z1	648	Y	AL	84.3962	0.0000	0.0000	0.0000	116.0199	
11240	DIRECTOR OF PLANNING	Z1	019	Y	AL	84.3962	0.0000	0.0000	0.0000	116.0199	
11110	DIRECTOR OF PUBLIC WRKS	Z1	013	Y	AL	87.9542	0.0000	0.0000	0.0000	120.9451	
42920	DRAFTING AIDE	Z2	311	N	OT	0.0000	0.0000	26.4994	28.1011	30.3474	
13740	ECONOMIC DEV MGR	Z1	629	Y	AL	74.9576	0.0000	0.0000	0.0000	100.2743	
27180	EEO & DIVERSITY OFFCR	Z2	222	Y	AL	54.1358	56.7328	59.5099	62.4288	65.4334	
14020	EMPLOYEE RELATIONS MGR	Z1	221	Y	AL	65.4044	0.0000	0.0000	0.0000	84.9887	
11050	FIRE CHIEF	Z1	009	Y	AL	89.2626	0.0000	0.0000	0.0000	122.6739	
12230	HEALTH OFFICER	Z1	031	Y	AL	101.4680	0.0000	0.0000	0.0000	115.2652	
12240	HEALTH OFFICER (CERT)	Z1	552	Y	AL	106.8139	0.0000	0.0000	0.0000	121.3404	
13800	HUMAN RESOURCES MANAGER	Z1	735	Y	AL	65.3591	0.0000	0.0000	0.0000	84.9349	
47010	HUMAN RESOURCES TECH	Z3	549	N	OT	38.3998	40.5218	42.7228	44.9715	47.1410	
12330	INFO SECURITY MANAGER	Z1	764	Y	AL	74.8745	78.8151	82.9638	87.3268	91.9258	
12210	INFO SYS MANAGER	Z1	029	Y	AL	70.0647	73.5029	77.0169	80.8108	84.6806	
36051	INFO SYS SUP TECH UNREP	Z3	671	N	OT	37.1713	38.5360	39.9761	41.4644	43.0187	
99010	INTERN	X1	551			0.0000	20.3922	21.8196	23.3469	24.9812	
23100	LAW CLERK	X1	139			0.0000	0.0000	31.6069	34.2822	36.8954	
43010	LEGAL OFFICE SUPERVISOR	Z3	643	N	OT	43.2747	45.2647	47.5204	49.5962	51.8992	
46330	LEGAL SECRETARY	Z3	334	N	OT	0.0000	0.0000	37.7111	39.7016	40.7156	
26330	LIBRARY LITERACY INSTRUCT	X1	712			36.2534	38.0631	39.9693	41.9599	44.0590	
24140	OCC HEALTH&SAFETY OFF	Z2	157	Y	AL	52.5819	55.0648	57.8037	60.6282	63.5376	
24150	OCC HEALTH&SAFETY SPEC	Z2	247	N	OT	46.2708	48.5729	51.0190	53.5559	55.7823	
47041	OFFICE SPEC I UNREP	Z3	341	N	OT	0.0000	0.0000	27.7123	29.1626	30.5274	
47031	OFFICE SPEC II UNREP	Z3	680	N	OT	0.0000	0.0000	32.4893	34.1385	35.7401	
47051	OFFICE SPEC III UNREP	Z3	292	N	OT	0.0000	0.0000	37.2185	39.0384	40.8957	
47081	OFFICE SPEC SUP UNREP	Z3	682	N	OT	37.6544	39.7298	41.8814	44.0900	46.2127	
49030	PARALEGAL	Z2	792	N	OT	39.2582	41.0832	43.1127	45.0365	47.0433	
24290	PHYSICIAN	X1	161			102.6892	0.0000	0.0000	0.0000	102.6892	
65122	PLAYGROUND LEADER TRAINEE	X1	405			0.0000	0.0000	0.0000	15.6290	16.3160	
71172	POLICE AIDE	X1	466			18.2273	19.4550	21.8544	25.7602	29.6476	
11100	POLICE CHIEF	Z1	012	Y	AL	92.9536	0.0000	0.0000	0.0000	127.7408	
71140	POLICE OFFICER RECRUIT	Z2	465	N	OT	43.6132	0.0000	0.0000	0.0000	43.6132	
28780	POLICE RVW COMM INVEST	Z2	246	N	OT	50.6390	53.0081	55.6240	58.2109	61.0262	
14730	POLICE RVW COMM OFFICER	Z1	106	Y	AL	65.4044	0.0000	0.0000	0.0000	84.9887	
13550	PUBLIC HEALTH PROG PHYSI	X1	774			72.0363	75.6436	79.4439	83.3767	87.5391	
71082	RESERVE POLICE OFFCR I H	X1	520			15.6290	0.0000	0.0000	0.0000	34.5358	
71092	RESERVE POLICE OFFCR II H	X1	519			15.6290	0.0000	0.0000	0.0000	26.2891	
10000	RETIRED ANNUITANT HOURLY	X2	805			15.6290	0.0000	0.0000	0.0000	148.4554	
71210	SCHOOL CROSSING GUARD	X1	468			26.6761	0.0000	0.0000	0.0000	26.6761	
46010	SECRETARY TO CITY MGR	Z3	323	N	OT	43.0755	45.1039	47.3595	49.5395	51.8518	
65590	SENIOR AQUATICS SPEC	Z2	789	N	OT	0.0000	0.0000	0.0000	31.2857	33.3439	
27160	SENIOR HR ANALYST	Z2	220	Y	AL	56.5240	59.1969	62.1350	65.1778	68.3049	
46050	SENIOR LEGAL SECRETARY	Z3	324	N	OT	39.2657	41.0856	43.1044	45.0282	47.0469	
28111	SENIOR MGMT ANLST UNREP	Z2	233	Y	AL	54.4395	57.0361	59.8699	62.8079	65.8029	
23150	STAFF ATTORNEY I	Z2	145	Y	AL	53.2358	56.0031	58.9600	62.0876	65.3856	
23160	STAFF ATTORNEY II	Z2	146	Y	AL	63.1587	67.3005	70.8450	74.6078	78.5598	
23170	STAFF ATTORNEY III	Z2	147	Y	AL	80.2275	84.4451	86.8050	91.3829	96.2257	

Job Code	Classification Title	Unit	Grade	FLSA	AL/OT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
24580	SUPERV PSYCHIATRIST	Z1	180	Y	AL	123.8050	0.0000	0.0000	0.0000	150.4899	
65432	SWIM CENTER MANAGER HRLY	X1	522			0.0000	0.0000	0.0000	31.3313	33.3338	
27120	TRAINING OFFICER	Z2	219	Y	AL	59.4245	62.4669	65.5375	68.7123	71.9538	
67200	VEGETATION REDUCTION SUPV	X1	453			39.5399	0.0000	0.0000	0.0000	39.5399	
27050	WORKERS COMP ANALYST	Z2	599	N	OT	50.9326	53.2451	55.9652	58.5525	61.3293	

## Unrepresented Median Salary Adjustments Chart

Job Code	Classification Title	Rep Unit	FLSA	Pay Method	Grade	1	2	3	4	5	
23020	DEP CITY ATTORNEY I	Z2	E	H	136	49.2053	49.2053	51.7631	54.4961	57.3869	60.4352
<b>23020</b>	<b>DEP CITY ATTORNEY I</b>	<b>Z2</b>	<b>E</b>	<b>H</b>	<b>136</b>	<b>56.4358</b>	<b>56.4358</b>	<b>59.4269</b>	<b>62.5765</b>	<b>65.8931</b>	<b>69.3854</b>
23030	DEP CITY ATTORNEY II	Z2	E	H	138	58.3769	58.3769	62.2051	65.4812	68.9591	72.6119
<b>23031</b>	<b>DEP CITY ATTORNEY II</b>	<b>Z2</b>	<b>E</b>	<b>H</b>	<b>138</b>	<b>64.9012</b>	<b>64.9012</b>	<b>68.3409</b>	<b>71.9630</b>	<b>75.7770</b>	<b>79.7932</b>
23110	DEP CITY ATTORNEY III	Z2	E	H	141	74.1534	74.1534	78.0431	80.2419	84.4643	88.9404
<b>23110</b>	<b>DEP CITY ATTORNEY III</b>	<b>Z2</b>	<b>E</b>	<b>H</b>	<b>141</b>	<b>74.6363</b>	<b>74.6363</b>	<b>78.5920</b>	<b>82.7574</b>	<b>87.1436</b>	<b>91.7622</b>
12240	HEALTH OFFICER (CERT)	Z1	E	H	552	98.7270	112.1537				
<b>12240</b>	<b>HEALTH OFFICER (CERT)</b>	<b>Z1</b>	<b>E</b>	<b>H</b>	<b>552</b>	<b>121.8785</b>	<b>138.4537</b>				
13800	HUMAN RESOURCES MANAGER	Z1	E	H	735	60.4107	78.5044				
<b>13800</b>	<b>HUMAN RESOURCES MANAGER</b>	<b>Z1</b>	<b>E</b>	<b>H</b>	<b>735</b>	<b>62.1868</b>	<b>80.8124</b>				
46010	SECRETARY TO CITY MGR	Z3	N	H	323	39.8143	39.8143	41.6890	43.7739	45.7888	47.9260
<b>46010</b>	<b>SECRETARY TO CITY MGR</b>	<b>Z3</b>	<b>N</b>	<b>H</b>	<b>323</b>	<b>41.3034</b>	<b>41.3034</b>	<b>43.2482</b>	<b>45.4110</b>	<b>47.5013</b>	<b>49.7184</b>
49030	PARALEGAL	Z2	N	H	792	36.2859	36.2859	37.9728	39.8486	41.6268	43.4816
<b>49030</b>	<b>PARALEGAL</b>	<b>Z2</b>	<b>N</b>	<b>H</b>	<b>792</b>	<b>37.4289</b>	<b>37.4289</b>	<b>39.1689</b>	<b>41.1038</b>	<b>42.9380</b>	<b>44.8513</b>