

MEMORANDUM OF UNDERSTANDING

Between

CITY OF PLEASANT HILL

PROFESSIONAL & CONFIDENTIAL EMPLOYEES ASSOCIATION

and

CITY OF PLEASANT HILL

November 1, 2022 – October 31, 2023

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF PLEASANT HILL  
AND  
CITY OF PLEASANT HILL PROFESSIONAL AND  
CONFIDENTIAL EMPLOYEES ASSOCIATION**

**ARTICLE I  
RECOGNITION, DUES, MEETINGS ON CITY TIME & USE OF CITY RESOURCES,  
NEW EMPLOYEE ORIENTATION**

**A. Recognition.** Pursuant to Government Code Section 3500 et seq. and City Resolutions No. 25-77 and No. 51-78, the City of Pleasant Hill (“City”) hereby recognizes the Professional and Confidential Association (“Association” or “P.A.C.E.”) as the bargaining representative for purposes of representing City employees in Unit “B” (see Article XX) with respect to their pay, wages, hours and other terms and conditions of employment for the duration of this contract (“Agreement”).

**B. Dues.** Upon receipt of a written “Certified Member List” issued by a duly appointed official of the Association, the City shall deduct dues and Association benefit amounts as determined by the Association from bargaining unit employee Association member’s payroll and remit said amounts to the Association on a semi-monthly basis for the duration of this Agreement.

The employee’s earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues and Association benefit amounts as authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made. In the case of an employee who is in a no-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

The Association shall hold the City harmless from any and all claims related to deducting and remitting the dues and Association benefit amounts referred to in this Article.

The City shall provide a list of members within five (5) working days upon written request of a duly appointed Association official not more than four (4) times each year. The list shall include all information required by law that the City collects.

**C. P.A.C.E. Meetings on City Time.** Regular PACE meetings shall not be held on City time, and City equipment and supplies are not to be used for PACE business. City premises can be used if scheduled in advance.

**D. NEW EMPLOYEE ORIENTATION.** The City will provide a written statement to each new employee hired into a classification in the bargaining unit represented by the Association that the employee’s classification is represented by the Association and the name of a representative of the Association.

The City will provide written notice of New Employee Orientations to the Association, ten (10) business days prior to the event, whenever possible. The new employee orientation notice provided to the Association will include date, time and location of the orientation.

Representatives of the Association shall be permitted to meet with the employee(s) for up to thirty (30) minutes at the end of the City's orientation program.

## **ARTICLE II** **PERSONNEL RULES**

**A. General.** The Personnel Rules shall be applied as written for the term of this Agreement; however, the City reserves the right to modify said rules when it is deemed appropriate. The Association will be notified as to changes or modifications if such changes or modifications are a subject for meet and confer purposes. The City will meet with the Association upon their request regarding the application of this provision. If a conflict between a personnel rule and this Agreement occurs, the provisions of this contract shall prevail.

**B. Supplemental Pre-Grievance Process.** PACE and the City agree that the Grievance Procedure set forth in the Personnel Rules shall be supplemented by an optional "pre-grievance" process for resolving an employee's concern either: (1) that he/she is working out of class without appropriate compensation; or (2) that he/she has more work than he/she believes can be reasonably handled within the time frame established by his/her supervisor. An employee may elect to use the pre-grievance process when the employee's own attempts to resolve these work assignment or workload concerns directly with his/her supervisor have been unsuccessful.

An employee wishing to use the optional pre-grievance process shall contact either his/her PACE officer or the Personnel Officer and request initiation of the pre-grievance process. The employee's request may be verbal or written. If the employee contacts his/her PACE officer with his/her request, the PACE officer shall promptly relay the employee's request to the Personnel Officer.

Within ten (10) workdays of the Personnel Officer's receipt of the employee's request, a pre-grievance meeting shall be held, attended by the employee, the employee's immediate supervisor and/or department head, a PACE officer, and the Personnel Officer or his/her designee. Before proceeding with the pre-grievance meeting, the employee will be required to sign a waiver of any and all objections to the participation of the Personnel Officer, the employee's supervisor, and the employee's department head in any subsequent grievance the employee may file over his/her work assignment or workload concern.

The pre-grievance meeting is intended to be an informal, summary method for resolving the employee's work assignment or workload concern. Neither the Personnel Officer nor the PACE officer is required to do an in-depth investigation of the employee's work assignment or workload concern.

At the pre-grievance meeting, the participants shall attempt to resolve the employee's work assignment or workload concern. If unable to do so, the supervisor's original direction to the employee shall stand, and the employee may pursue other remedies as set forth in the City's Personnel Rules. If the employee chooses to proceed with a grievance, the initial ten (10) day period for submitting his/her complaint to his/her supervisor shall commence the first workday after the day on which the pre-grievance meeting is held.

The employee must continue to perform the challenged work throughout the pre-grievance process, and shall not be relieved of his/her challenged work until and unless the issue is resolved in his/her favor. The only exception is where the employee's supervisor, in his/her discretion,

authorizes the employees to defer performing the challenged work temporarily while the pre-grievance process is pending.

**ARTICLE III**  
**TRAINING GUIDELINES/LAYOFF PROCEDURES**

**A. Training Guidelines.** When the City has given notice to an employee that a layoff is pending, involving that employee's position, the City will take reasonable steps to provide a basic training or orientation process which would provide the employee with knowledge and skill which could be used to assist the employee in applying for promotion or transfer to a vacant, budgeted position for which the employee possesses the basic knowledge, skills and abilities or for which the employee can acquire said knowledge, abilities and skills within the sixty (60) day written layoff notice period. Four (4) weeks severance pay may be given in lieu of notice, only if layoffs are due to financial difficulties.

**B. Re-employment After Layoff.** A regular employee who is laid off in accordance with these rules is entitled to preference in filling a vacancy in the class of position previously held by that employee for a period of six (6) months. An employee so re-employed retains all benefits accrued in prior service with the City. During the layoff, no benefits accrue and the anniversary date shall be adjusted if the layoff time exceeds thirty (30) consecutive days.

Re-employment according to this provision shall be done using the method of seniority, in that the last employee, in a class, laid off will be the first employee to be considered for re-employment in the class.

**ARTICLE IV**  
**HOLIDAYS**

City Holidays are:

|                               |                               |
|-------------------------------|-------------------------------|
| January 1                     | (New Year's Day)              |
| Third Monday in January       | (Martin Luther King, Jr. Day) |
| February 12                   | (Lincoln's Birthday)          |
| Third Monday in February      | (Washington's Birthday)       |
| Last Monday in May            | (Memorial Day)                |
| July 4                        | (Independence Day)            |
| June 19                       | (Juneteenth)                  |
| First Monday in September     | (Labor Day)                   |
| Second Monday in October      | (Columbus Day)                |
| November 11                   | (Veteran's Day)               |
| Thanksgiving Day              |                               |
| Friday Following Thanksgiving |                               |
| Christmas Eve Day             |                               |
| Christmas Day                 |                               |

Every day proclaimed by the President or Governor and Mayor of this City as a public holiday.

A City employee who wishes to observe holidays particular to his/her race or religion may do so with the approval of his/her Department Head. This time off is charged to compensatory time or vacation.

When a holiday falls on a Saturday or a Sunday, the following Monday is a holiday for employees whose normal work week is Monday through Friday.

In the case where one or both of the Christmas Eve and Christmas holidays fall on a Saturday and/or Sunday, the actual days of observance shall be as follows:

- If Christmas Eve falls on Saturday and Christmas falls on Sunday, then Christmas Eve will be observed on the following Monday and Christmas will be observed on the following Tuesday.
- If Christmas Eve falls on Friday and Christmas falls on Saturday, then Christmas Eve will be observed on Friday and Christmas on the following Monday.
- If Christmas Eve falls on a Sunday and Christmas on Monday, then Christmas Eve will be observed on Monday and Christmas on Tuesday of that same week.

Holidays shall no longer be calculated as 7.5-hour days. Instead, for each employee, a holiday shall be deemed to have the same number of hours as those the employee is normally scheduled to work on that day. Thus, employees who are normally scheduled to work more than 7.5 hours on a day observed as a holiday shall not be required to charge the excess holiday time they receive to vacation leave or compensatory time, or to otherwise “make up” the excess time (for example, by extending their work hours on another day). Conversely, employees who are normally scheduled to work fewer than 7.5 hours on a day observed as a holiday shall not be credited with the “difference” in the form of additional vacation leave or compensatory time, or in any other form.

**ARTICLE V**  
**VACATION/PERSONAL LEAVE**

**A. Vacation Leave – General.** Full vacation leave according to the following schedule is earned by:

- Employees with full time pay status.
- Eligible employees on sick leave or vacation leave with pay.
- Eligible employees on jury leave.

1. Members employed as of October 31, 2011 shall accrue vacation as follows:

| <b><u>Years of Service</u></b> | <b><u>Vacation Days Earned Per Year</u></b> |
|--------------------------------|---|
| 1                              | 12  |
| 2                              | 12  |
| 3                              | 12  |
| 4                              | 15  |
| 5                              | 15  |
| 6                              | 15  |
| 7                              | 16  |
| 8                              | 16  |



|    |    |
|----|----|
| 9  | 16 |
| 10 | 18 |
| 11 | 18 |
| 12 | 18 |
| 13 | 18 |
| 14 | 18 |
| 15 | 21 |
| 20 | 23 |

Upon written request by the employee, City will buy back up to 60 hours of accrued vacation annually, provided the employee has used a minimum of 37 ½ consecutive hours of vacation during the twelve (12) month period immediately preceding the request. One day of holiday time may be substituted for one day of vacation provided that the consecutive time off is at least 37 ½ hours. Additionally, the employee must have at least 60 hours of accrued vacation leave at the conclusion of the vacation buy back transaction.

The written request for the vacation buy back must be submitted to the Personnel Officer by the twenty fifth (25) day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buy back shall be limited to once per fiscal year.

**B. Guidelines for Approving Vacation Leave Requests.** Supervisors will establish a vacation schedule at the beginning of each calendar year. Thereafter, adjustments may be requested by either the supervisor or employee, with reasonable prior notice, based on personal or organizational needs or problems. Changes, if made, shall be discussed between the supervisor and employee prior to said change being instituted. Vacation time shall be taken in one day increments with prior approval of supervisor. Requests for vacation time off of less than one (1) day, may be approved, based upon circumstances which may be in the best interest of employees and the City.

**C. Personal Leave.** During the term of this agreement, each employee shall be permitted to take one day off each calendar year as a personal leave day, subject to prior scheduling and supervisor approval. This day must be taken as time off and cannot be taken as pay. In addition, this annual personal leave day does not carry over or accumulate from year-to-year; rather, if not taken during the calendar year, it expires.

Regardless of the employee’s scheduled work hours on the day selected for personal leave, no time will be charged to his or her accrued vacation leave or compensatory time. Conversely, no time will be added to the employee’s accrued vacation leave or compensatory time.

For example, if an employee is scheduled to work more than 7.5 hours on the day he or she takes as a personal leave day, the employee will not be required to charge the scheduled work time exceeding 7.5 hours to accrued vacation leave or compensatory time.

By the same token, if an employee is scheduled to work less than 7.5 hours on the day he or she takes as a personal leave day, the employee will not have credited to his or her accrued vacation leave or compensatory time the difference between 7.5 hours and the hours actually scheduled to work.

**ARTICLE VI**  
**SICK LEAVE/LEAVE OF ABSENCE**

**A. Sick Leave.**

1. Accrual of Sick Leave. Beginning the first day of the month following the employee's completion of one (1) month of service an employee earns sick leave with pay at the rate of one (1) day for each calendar month of service. Full sick leave is earned by each regular employee on paid leave of absence which includes sick leave, jury leave, and paid disability accident leave. Sick leave is not earned by an employee on unpaid leave of absence, nor by an employee on leave covered by the City's private disability plan. An employee may take paid sick leave beginning the second month of employment.

2. Payment for Accumulated Sick Leave.

- a. Members employed as of October 31, 2011: An employee who is eligible to accrue sick leave is entitled to receive on the December 5<sup>th</sup> or January 5<sup>th</sup> payroll, a cash payment or additional vacation for thirty-three and one-third (33-1/3) percent of the unused portion of sick leave credit accumulated during that calendar year.

To qualify for payment, the employee shall have to his/her credit on November 30, not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30.

The amount of time for which an employee is paid is deducted from the employee's total accumulation. An employee may elect to retain sick leave in lieu of payment. If an employee is terminated/separated after five years' service from date of employment because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days of unused sick leave to a maximum of twenty-five (25) days.

If an employee is terminated/separated with between fifteen to twenty (15-20) years of service because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days or 25% of unused sick leave at 100% value for a maximum of thirty (30) days.

- b. Members employed on or after November 1, 2011 who are eligible to accumulate sick leave are entitled to receive on the December 5<sup>th</sup> or January 5<sup>th</sup> payroll a contribution to their ICMA 457 Deferred Compensation Plan in the amount of twenty percent (20%) of the unused portion of sick leave accumulated during that calendar year.

To qualify for payment, the employee shall have to his/her credit on November 30, not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30 of the respective year.

The amount of time for which an employee is paid is deducted from the employee's total accumulation. An employee may elect to retain sick leave in lieu of payment. If an employee is terminated/separated after five (5) years of service from date of employment because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days or 25% of unused sick leave at 100% value for a maximum of twenty-five (25) days.

3. Sick Leave Conversion Upon Retirement. For members employed as of October 31, 2011: An ICMA VantageCare Retiree Health Savings Plan ("RHS Plan") is established for employees who have worked with the City for twenty (20) or more years, regardless of age, and who elect to take a retirement. If elected by the employee, the RHS Plan will provide for post-retirement healthcare costs with contributions as follows:

One hundred percent (100%) of the employee's accrued sick leave at one hundred percent (100%) of the last day worked salary, calculated at the net present value as of the date of retirement, shall be contributed to the employee's RHS Plan account pursuant to the PACE adoption agreement.

In the event the employee dies before exhaustion of funds in the employee's RHS Plan account, and leaves no spouse or dependents, the remaining amount shall revert back to the City.

For members employed on or after 11/1/11: There is no sick leave conversion upon retirement. However, such employee's sick leave may apply for pension purposes to the extent provided under Article XII, section D below.

4. Medical Leave. In the case of an employee's continued illness after the expiration of sick leave, his/her absence may then be charged to compensatory time accrued or vacation leave accrued, with the approval of the Department Head.

After a thirty (30) day waiting period, an employee may elect to apply for disability insurance. At the employee's option and with the approval of the City Manager, an employee may elect to continue the use of sick leave prior to applying for disability coverage.

When a full time employee is off work as the result of a valid on-the-job injury sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate up to but no longer than ninety (90) calendar days.

5. Family Illness. Family medical leave to care for members of the employee's immediate family will be granted in accordance with state and federal law.

6. Immediate Family. The immediate family of an employee includes his/her spouse, children or stepchildren of either spouse, parent, stepmother, step-father, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law.

## **B. Other Leaves of Absence.**

1. Jury Leave. A regular full-time employee is entitled to receive jury leave with full pay if he/she remits to the City all compensation received from duty. Compensation for mileage is not considered compensation for jury duty. The employee may elect to retain all jury duty compensation, in which case he/she is not entitled to salary while on jury leave.

2. Leave of Absence Without Pay. A Department Head may grant an employee a leave of absence without pay for not more than ten (10) days when it is in the best interest of the City service. An example is leave for the purpose of additional job-related education or training. The City Manager must approve a leave of absence without pay which exceeds ten (10) days.

A “leave of absence” as used in this section is a privilege which may be granted without pay to a regular employee in good standing who wishes to leave the City service for a limited period. The employee must make a written request to his/her Department Head for such leave, stating the date of the leave and the reason.

3. Maternity Leave. Maternity leave and Pregnancy Disability Leave is granted in accordance with state and federal law. Exhibit “B” which is incorporated herein by this reference, may be modified and revisions implemented as deemed necessary by the City to ensure compliance with law and consistency with City Personnel Rules and Regulations and efficient administrative operations.

4. Bereavement Leave. A full-time employee is allowed a leave of absence with pay not to exceed four (4) working days in the case of death of a member of the employee’s immediate family or grandchildren. With his/her Department Head’s approval, he/she may have two (2) additional working days, which are charged to sick leave or to vacation time. Further absence approved by the Department Head is charged to vacation time. False information given concerning the death or relationship shall be cause for discharge.

## **ARTICLE VII** **WORK WEEK/OVERTIME**

**A. Work Hours/Work Week Schedules.** The hours each City facility is open to the public are set by management based on operational needs, including the need to ensure accessibility for, and service to, members of the public. In its discretion, the City’s management may change these hours, again based on operational needs.

The list below shows the current hours (as of November 2006) when City Hall, the Public Services Center, and the Police Department are open to the general public. Note that, due to the unique nature of its operations, the Police Department is open at all times:

|                  |                   |                                |                    |
|------------------|-------------------|--------------------------------|--------------------|
| <u>City Hall</u> |                   | <u>Public Services Center</u>  |                    |
| Monday           | 8:30 am – 5:00 pm | Monday – Thursday              | 7:30 am – 4:30 pm  |
| Tuesday          | 8:00 am – 5:00 pm | Friday                         | 7:30 am – 11:00 am |
| Wednesday        | 8:00 am – 5:00 pm |                                |                    |
| Thursday         | 8:00 am – 6:00 pm | <u>Police Department</u>       |                    |
| Friday           | 8:00 am – 1:00 pm | Open 24 hours a day, every day |                    |

In general, PACE employees work a 37.5-hour workweek with no scheduled breaks, other than lunch breaks.

The work schedules for PACE employees at City Hall and the Public Services Center generally conform to the hours their facility is open to the public. However, PACE employees working at City Hall and the Public Services Center may request permission to modify their hours to a work schedule that differs somewhat from the hours their facility is open to the public. Similarly, the

work schedules for PACE employees working at the Police Department typically correspond to the Department's administrative hours, 8:30 am – 5:00 pm, Mondays through Fridays. PACE employees working at the Police Department may also request to modify their hours to a different schedule.

To obtain approval for a modified work schedule, all PACE employees must first obtain their supervisor's approval. In addition, and before an approved modified work schedule can be implemented, it must be reviewed by the Personnel Officer or his/her designee to ensure compliance with the Fair Labor Standards Act ("FLSA").

A supervisor's approval of a request for modified work hours and schedule shall not be unreasonably withheld. In determining whether to approve such a request, the supervisor shall consider several objective factors, including, but not limited to: (1) the operational needs of the division, department, and overall organization; (2) the need to ensure adequate staffing during the hours the facility, department or division is open to the public; (3) the need to ensure adequate supervision and fair evaluation of the employee; and (4) the public's need for service and accessibility; and so forth.

As indicated above, the Police Department is unique in that it operates 24 hours a day, every day of the year. Also, it designates different FLSA work periods for its employees who are members of the City of Pleasant Hill Police Association in connection with alternative work schedules (for example, "3/12-4/12" or "9/80" work schedules).

As a result, police management and/or PACE employees working at the Police Department may need or desire to adjust the PACE employees' work schedules and FLSA work periods to coordinate with those of their Police Association counterparts, thus ensuring operational efficiencies and optimal service to the public.

Accordingly, PACE and the City agree that, given the Police Department's unique operational needs and requirements, PACE employees working at the Police Department may have: (1) modified work schedules different from the department's administrative hours (i.e., different from the Monday-Friday, 8:30 am – 5:00 pm schedule); (2) FLSA work periods different from the 7-day "Monday to Monday" (or any other 7-day) work period, provided the modified schedules and work periods comply fully with FLSA requirements, including overtime requirements and (3) holidays observed on days different from the days holidays are observed by PACE employees working at City Hall and the Public Service Center.

**B. Overtime.** The City shall pay overtime at the rate of one and one-half (1-1/2) time for all overtime worked above an employee's normal workday or work week schedule. ("Normal" is here defined as the employee's approved work schedule, whether or not it conforms to the hours the employee's facility is open to the public – or, for PACE employees at the Police Department, to that department's administrative hours of 8:30 am – 5:00 pm, Monday through Friday.) To obtain credit for overtime, an employee shall obtain the prior approval of his/her supervisor. The following provisions shall apply:

- **Work Day** – Overtime shall apply if time worked is 1/10<sup>th</sup> of an hour above or below the normal starting or ending time of the employee's work day.
- **Double time and one-half provision** – Overtime shall be paid at the rate of two and one-half times the employee's hourly rate for work performed on a regularly scheduled holiday. Pay shall be in lieu of holiday.

**C. Compensatory Time.** An employee may accumulate up to eighty (80) hours of overtime computed at the rate of one and one-half times the rate of his/her regular pay. These hours may be used as time off, as scheduled and approved by his/her supervisor.

All overtime above eighty (80) hours will be automatically paid for within the next earliest pay period.

Under an emergency situation, as declared by the City Manager and/or Mayor, the provision of these rules is null and void.

Once a year, the City will agree to buy back compensatory time. Hours eligible for this buy-back provision must be accumulated prior to the last day of the month preceding the date of the request. The provisions of this section will be subject to the Department of Labor's guidelines implementing the Fair Labor Standards Act.

**D. Varying Hours.** Employees within the unit are permitted the opportunity to discuss varying their hours within a given work day due to their personal needs or problems. These requests will be handled on a case by case basis between supervisor and the employee, with the final decision being made by the supervisor. The supervisor must be considerate of the employee's needs and problems, as the employee must be considerate of the City's needs and problems in managing their daily business. This practice is for meeting temporary or emergency situations.

**E. Guaranteed Minimum Call Back.** With Supervisor approval, when a full-time employee is called to return to a City worksite ("call back") after they have completed their normal work schedule or prior to beginning their normal work schedule, or are on their regular day off, all hours worked during such call back assignment shall be paid at the rate of one and one-half (1-1/2) times the employee's normal base hourly wage prior to or after the normal work shift. Such employee is guaranteed a minimum of three (3) hours pay at the one and one-half (1-1/2) times rate.

**F. Compensation for After-hours Work.** Employees expected to respond to texts, emails and/or phone calls outside their regular work schedule shall be compensated for all such time in quarter hour increments at the rate of one and one-half (1-1/2) times the employee's normal base hourly wage.

**ARTICLE VIII**  
**WAGE PLAN ADMINISTRATIVE PROCEDURES:**

**A. Applicable Pay Rates.**

1. Following Promotion. When promoted, an employee shall begin at Step A or one (1) step higher than his/her current salary, whichever is higher. The new anniversary is the date of promotion. Upon recommendation of the Designee and approval of the City Manager, an employee may be considered for a higher step if his/her experience, longevity and value to the City merit such an increase.

2. Following Demotion. In the case of a demotion to a position with a lower maximum salary, an employee shall be assigned to a pay step that is the same as, or less than, the step

held in the higher position. Placement within the range shall be determined by the City Manager. The employee shall retain his/her previous anniversary date.

3. Following Transfer. Where an employee is transferred from one (1) position to another in the same class or to another class to which the same pay range is applicable, the employee shall retain the same pay step and anniversary date.

4. Following Salary Range Increases and Decreases. Where a pay range is revised upward or downward, the incumbent of a position in the affected class is entitled to a pay adjustment to the same relative step in the new pay range. The anniversary date does not change.

**B. Pay Status.** Pay status is understood to mean the period in which an employee is at work, on vacation, sick leave, compensation leave as a result of an industrial accident, leave with full pay in lieu of temporary disability benefits, compensatory time off, paid administrative leave, paid temporary military leave of absence, or on an approved leave of absence with full pay.

**C. Premium pay for Employees in “Acting Capacity”.** An employee who, with the approval of the City Manager, is temporarily assigned the duties of a superior position for at least five consecutive work days, shall receive premium pay of no more than five percent above his/her present salary. The premium pay shall be retroactive to the first day the employee began performing the higher duties. Employees who are temporarily assigned the duties of a superior position for four or fewer consecutive working days shall not be paid any differential.

## **ARTICLE IX** **LONGEVITY PAY PLAN**

**A. Employees Employed As of October 31, 2011.** Members employed as of October 31, 2011 are eligible for the following longevity benefit if they qualify as of October 31, 2016.

Employees who are at least fifty-five (55) years of age with ten (10) full continuous years of City service shall be given a five percent (5%) salary increase computed on their normal monthly base salary.

Employees who are at least sixty (60) years of age with fifteen (15) full continuous years of City service, shall be given an additional five percent (5%) salary increase computed on their normal monthly base salary.

**B. Employees Employed After October 31, 2011.** Members employed on or after November 1, 2011 and employees who do not qualify by October 31, 2016 are not entitled to the longevity benefit described in Subsection A, above.

**C. Final Year Adjustment.** Members employed as of October 31, 2011 who are receiving the following benefit as of December 31, 2011 may continue to receive it and will not lose pay but must take benefit continuously with no break in receipt of benefit. This benefit is eliminated for all members employed on or after November 1, 2011 or for any employee not receiving the benefit as of December 31, 2011:

Twenty-year employees regardless of age, upon presenting to the Personnel Officer the State P.E.R.S. declaration of intent to retire within the following twelve (12) months, shall be given an

additional seven percent (7%) salary increase computed on their normal base salary. This seven percent (7%) salary increase shall be effective twelve (12) calendar months before the declaring employee's last date of employment. Such benefit shall be used to compute any other benefit such as overtime, but will not be used in computing final retirement benefits as determined by the State P.E.R.S. and provided for in the City's contract with P.E.R.S.

**D. Exclusion From Final Year Adjustment.** Members employed on or after November 1, 2011 or any employee not receiving the benefit as of December 31, 2011, are not entitled to the benefit described in Subsection C, above.

## **ARTICLE X** **UNIFORM ALLOWANCE**

P.A.C.E. members who work at the City of Pleasant Hill's Police Department as members of that department shall be paid a uniform allowance in accordance with the uniform allowance provisions for non-sworn personnel that are set forth in the Memorandum of Understanding between the Pleasant Hill Police Association and the City.

For purposes of this Article, the P.A.C.E. members who work at the Pleasant Hill Police Department are those in the following classifications: Executive Secretary to the Chief of Police; Information Systems Coordinator; and Administrative Specialist. This Article is not intended to apply to P.A.C.E. members who work at the Pleasant Hill Police Department only on an occasional or temporary basis.

## **ARTICLE XI** **MEDICAL, DENTAL, LIFE AND DISABILITY BENEFITS**

### **A. Medical.**

The City shall provide medical coverage and shall pay for the cost of such coverage except that members of PACE who have medical coverage through the City shall contribute towards the premium costs for their medical coverage as follows:

1. **Members employed as of October 31, 2011:**

The City will pay eighty percent (80%) of the Kaiser or Blue Shield (or successor plans) medical premium at the employee's applicable level of participation.

The City shall deduct amounts in excess of the City's contributions from the members' pay each pay period, on a pre-tax basis to the extent permitted by applicable law.

2. **Members employed on or after November 1, 2011:**

City will pay seventy-five percent (75%) of the Kaiser (or successor plan) premium at each level of participation; employee will pay the remainder.



The City shall deduct amounts in excess of the City's contributions from the members' pay each pay period, on a pre-tax basis to the extent permitted by applicable law.

3. Payment In Lieu of City Medical Plan Coverage.

Upon proof to the Personnel Officer of medical coverage from another source employees may elect to receive \$400.00 per month in lieu of the City's contribution to the employee's medical plan. An eligible employee may elect to receive this "in lieu" payment in cash or as a contribution on the employee's behalf into the employee's 457 deferred compensation account. Employees receiving in lieu payment shall not be required to make the premium contributions described in Section XI.A, above.

4. Plan Modifications. The City may modify, reduce the number of, or substitute for the City's existing plans to facilitate savings that, in the City's judgment, are prudent to manage competition among current and potential providers or to ensure that the cost of the City's selected plans do not trigger a direct or indirect Excise Tax under the Affordable Care Act.

**B. Dental.** The City will provide a dental plan which provides at least an 80/20 payment benefit and at the employee's choice upon active employment, annual open enrollment or qualifying event, choice of either 1) a maximum dental benefit of \$1,500 per person per year, or 2) a maximum dental benefit of \$1,000 per person per year and \$1,500 maximum lifetime orthodontia benefit per person. The City will pay 100% of the premium for a dental program for the employee and all dependents.

**C. Life Insurance.** The City agrees to pay the cost of life insurance premiums to provide fifty thousand dollars (\$50,000) coverage for the length of this Agreement.

**D. Disability Insurance.** The City agrees to continue to pay the total cost of disability insurance plan, and sixty-six and two-thirds (66 2/3) percent of salary plan, for length of Agreement. However, the City reserves the right to change carriers if the premium becomes excessive. The elimination period shall be thirty (30) days. A woman unable to work for pregnancy related reasons is entitled to disability and/or sick leave on the same basis as employees unable to work for other medical reasons due to off-the-job disability. This long-term disability plan will be revised annually on November 1 and will be adjusted to a maximum of 2/3 of top step of the Associate Engineer.

**E. IRS 125 Plan.** All benefits covered under the City's IRS 125 Plan may be paid on a pre-tax basis. Examples include dependent care, out-of-pocket medical costs and specified insurance premiums.

**F. Vision Plan.** The City agrees to provide PACE employees and their dependents with a vision insurance plan that will allow one examination, and one pair of eyeglasses or one pair of contact lenses on an annual basis as outlined in the current benefit plan document and plan summary.

**ARTICLE XII**  
**PERS RETIREMENT**

**A. PERS Classic Miscellaneous Members.** The City will continue to contract with PERS to provide PACE bargaining unit members employed before April 16, 2012 who are classic members of PERS with PERS Miscellaneous employee group retirement benefits including but not limited to: 2% @55 retirement benefits; and single highest year final average salary calculation.

The benefits for employees hired on or after April 16, 2012 who are classic members of PERS will include the Miscellaneous 2% @60 formula with final compensation based on a three-year average as determined by PERS.

Employees hired on or after January 1, 2013 shall be subject to the provisions of the Public Employee Pension Reform Act of 2013, as amended. Those who qualify under that law for continued status as “classic” members of PERS as defined therein will participate in whichever of the above-described classic pension benefit plans applies as prescribed by law and determined by the PERS.

**B. Classic Member Contributions.** Classic PERS members will pay the full seven percent (7%) employee PERS member contribution. There will be no Employer Paid Member Contribution.

**C. PEPRA.** Notwithstanding the foregoing, the City will contract with PERS to provide a pension plan for an employee who is a “New Member” of the California PERS, as defined by the Public Employee Pension Reform Act of 2013, as amended, (hereinafter “PEPRA”). Such new member shall participate in the PEPRA plan and pay such contributions into CalPERS as prescribed therein and as may be revised from time to time.

**D. Application of Accumulated Sick Leave To PERS Service Credit.** To the extent allowed by applicable law, regardless of employment date an eligible employee who retires from the City through CalPERS may elect to apply his or her then remaining accumulated unused sick leave balance to the calculation of service credit for PERS retirement benefit calculation purposes.

**ARTICLE XIII**  
**EDUCATIONAL INCENTIVE**

The City agrees to continue the educational incentive to employees within the unit as follows:

**A. Qualifying Courses.** The course or courses taken must: (1) relate to the employee’s job or be a part of a degree program which has application to City service; and (2) be approved by the employee’s Department Head.

**B. Scope of Reimbursement.** If the requirements in section “A.” are met, the City will reimburse the employee for books and technology upgrades or additions, and will also pay the employee \$18 per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all these items (including the \$18 per month per credit unit) does not exceed \$500 per semester or quarter, and \$2,000 per calendar year overall.

- C. **Required Documentation.** To be reimbursed for tuition, books, and technology upgrades or additions, the employee must provide proof satisfactory to the City that the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken. Such proof includes, but is not limited to, purchase receipts, course syllabus, written requirements and/or written confirmation from the instructor.

#### **ARTICLE XIV** **PERFORMANCE EVALUATIONS/BONUS AWARDS**

- A. **Performance Evaluations.** The City will continue to use an annual performance evaluation. Performance evaluations will be made once a year during the month of January of each calendar year.

All performance evaluations shall be signed by the employee indicating knowledge of the evaluation and that said evaluation is being placed in the employee's personnel file.

If an employee receives an evaluation of "below standard" on six (6) of the twelve (12) categories, they may be reduced in pay up to 7% for a one-year period upon recommendation of the Department Head and approval of the City Manager.

- B. **Bonus Awards.** Each year, employees who meet the following threshold eligibility requirements may be considered for a bonus:

1. The employee must be at the top of his/her salary range; and
2. The employee must receive the highest possible rating in at least half of the rating categories in his/her performance evaluation.

Meeting these threshold eligibility requirements renders the employee eligible to be considered for a bonus. It does not guarantee that a bonus will be awarded.

Where an employee meets the threshold eligibility requirements, his/her immediate supervisor may recommend that the employee be awarded a bonus. The employee's Department Head must approve the recommendation. If the Department Head approves the recommendation, he/she will forward it to the Personnel Officer, who will confirm that the employee is in fact eligible for consideration for a bonus. The Personnel Officer will then forward the recommendation to the City Manager. The City

Manager shall have discretion to approve or disapprove the bonus recommendation. If the City Manager approves, he/she shall also determine the amount of the bonus, which shall not exceed a maximum of 7% (seven percent) of the employee's base salary for that evaluation year.

If the employee receives a bonus award, he/she may elect to have the bonus paid either as a lump sum contribution to his/her 457 plan or as a lump sum cash award paid directly to him/her.

The bonus does not become a part of the employee's salary. After payment (whether as a contribution to the employee's 457 plan or as a cash payment directly to the employee), the employee receives no further payment under his/her bonus award for that evaluation year.

Employees may receive bonus awards more than once during their employment with the City, provided all the requirements of this section are met.

#### **ARTICLE XV** **SALARY CHANGES**

**A. Base Wage/Salary Rates November 1, 2022.** Effective November 1, 2022 the City will increase the base wage and salary rates of employees covered by this Memorandum of Understanding by three percent (3%) of the rates in effect on October 31, 2022.

**B. Wage/Salary Rate Tables.** The results of the increases described above are illustrated in Exhibit A of this Memorandum of Understanding.

**C. One-Time Lump Sum Compensation.** The City will pay a one-time, non-pensionable, lump sum payment of four thousand dollars (\$4,000) to each bargaining unit member actively employed by the City: 1) at the start; and 2) end of the second full pay period following Council adoption; and 3) at time of payment. Said one-time payment is to be paid on the regular payroll and subject to all applicable withholding.

#### **ARTICLE XVI** **DEFERRED COMPENSATION PLAN**

Each employee shall have the option of making monthly contributions to the City's 457 Deferred Compensation Plan. Upon proof to the Personnel Officer of medical coverage from another source, employees may elect to have the City pay \$400.00 per month on his/her behalf into the City's Deferred Compensation Plan in lieu of the City's contribution to the employee's medical plan.

An employee may elect to defer up to the maximum dollar amount allowed by law to his/her 457 account under the City's Deferred Compensation Plan.

#### **ARTICLE XVII** **RETIREE HEALTH SAVINGS ACCOUNTS**

Effective October 1, 2022, into each Retiree Health Savings Account, regardless of employee hire date, the City shall contribute seventy-five dollars (\$75) per month. This amount may be prospectively eliminated, reduced or increased through the meet and confer process undertaken for the negotiation of any successor MOU, or at any other time by mutual agreement.

**Reversion of Residual Funds.** In the event the employee dies before exhaustion of funds in the employee's RHS Plan account and leaves no spouse or dependents, the remaining amount shall revert back to the City.

#### **ARTICLE XVIII** **COMMENCEMENT OF NEGOTIATIONS**

Not more than ninety (90) calendar days and not less than sixty (6) calendar days prior to the expiration of the agreement, either Party may request in writing of the other to commence

negotiations. Upon such request, the Parties will schedule a mutually convenient date and time to meet and begin bargaining.

**ARTICLE XIX**  
**NO STRIKE OR LOCKOUTS**

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement.

The Association agrees that during the term of this Agreement, City employees shall not engage in or support strikes, work stoppages, slow downs, boycotts, or other direct or indirect work actions against the City. Any employee participating in these prohibited activities may be disciplined by the City.

**ARTICLE XX**  
**FULL AGREEMENT**

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the City and PACE. This Agreement supersedes all previous Memoranda of Understanding between the City and PACE except as specifically referred to in this Agreement.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remained of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE XXII**  
**CLASSIFICATIONS WITHIN UNIT "B"**  
**AND COVERED EMPLOYEES**

The City recognizes the Association as the sole and exclusive representative for the Confidential/Professional Employees' Bargaining Unit "B" consisting of the following classifications, as well as any new classifications which may be assigned to this representation unit by the City Manager:

Accountant  
Accounting Technician I  
Accounting Technician II  
Administrative Analyst I  
Administrative Analyst II  
Administrative Specialist  
Assistant Engineer  
Assistant Planner

Associate Engineer  
Associate Planner  
Building Plan Checker  
City Code Investigator  
Community Relations Specialist/Public Information Officer  
Computer Technician I  
Computer Technician II  
Executive Assistant to the City Council/City Manager  
Executive Secretary to the Police Chief  
Human Resources Analyst  
Human Resources Technician  
Information Systems Technician, Police Department  
Information Technology Specialist  
Office Assistant  
Payroll Technician  
Permit Technician  
Planning Technician  
Receptionist  
Secretary

Part-time and temporary employees, as defined by the City's Personnel Rules and Regulations, are not covered by this agreement.

Vacancies in any of the classifications represented by PACE shall be posted on bulletin boards accessible to current members, notifying them of the vacancies and application requirements. Public notice of both open and promotional selection processes shall be given at least seven days in advance of the last date for filing applications.

**ARTICLE XXIII**  
**TERM OF AGREEMENT**

This Agreement shall become effective as of November 1, 2022 and shall continue in full force and effect until expiration at midnight October 31, 2023.

AS WITNESSED HERETO by the following parties:

**FOR THE CITY OF PLEASANT HILL:**

**FOR PACE:**

*Michael Harris*

*Jeffrey Finn*

\_\_\_\_\_  
Michael G. Harris  
Mayor

\_\_\_\_\_  
Jeffrey Finn  
PACE President

*June W Catalano*

*Omar Adina*

\_\_\_\_\_  
June Catalano  
City Manager

\_\_\_\_\_  
Omar Adina  
PACE Vice-President

*Ericka Mitchell*

*Anisha Keil*

\_\_\_\_\_  
Ericka Mitchell  
Human Resources Manager

\_\_\_\_\_  
Anisha Keil  
PACE Secretary

**APPROVED AS TO FORM:**

*Janet Coleson*

\_\_\_\_\_  
Janet Coleson  
City Attorney

**NEGOTIATED FOR CITY:**

**NEGOTIATED FOR ASSOCIATION:**

*Gregory Ramirez*

*Steve Allen*

\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator

\_\_\_\_\_  
Steve Allen  
Chief Negotiator

EXHIBIT A  
NEW SALARY RANGES  
EFFECTIVE NOVEMBER 1, 2022

| RANGE | POSITION  | A       | B       | C       | D        | E        | F        |
|-------|---|---------|---------|---------|----------|----------|----------|
| 60    | Receptionist  | \$4,321 | \$4,541 | \$4,766 | \$5,006  | \$5,254  | \$5,519  |
| 62.5  | Secretary/Office Assistant  | \$4,870 | \$5,178 | \$5,446 | \$5,713  | \$5,996  | \$6,296  |
| 65    |   | \$4,930 | \$5,242 | \$5,500 | \$5,662  | \$6,065  | \$6,373  |
| 70    | Accounting Technician I   | \$5,045 | \$5,380 | \$5,647 | \$5,929  | \$6,220  | \$6,536  |
| 75    | Planning Technician /<br>Permit Technician                                    | \$5,166 | \$5,500 | \$5,778 | \$6,065  | \$6,373  | \$6,684  |
| 80    |   | \$5,408 | \$5,748 | \$6,037 | \$6,344  | \$6,658  | \$6,995  |
| 85    |   | \$5,424 | \$5,777 | \$6,066 | \$6,373  | \$6,682  | \$7,012  |
| 90    | Human Resources Technician /<br>Accounting Technician II                      | \$5,581 | \$5,929 | \$6,220 | \$6,536  | \$6,864  | \$7,205  |
| 95    | Administrative Specialist /<br>Payroll Technician                             | \$5,728 | \$6,099 | \$6,396 | \$6,724  | \$7,061  | \$7,417  |
| 100   |   | \$5,908 | \$6,283 | \$6,601 | \$6,934  | \$7,274  | \$7,637  |
| 105   | Exec Assistant to<br>Police Chief   | \$5,918 | \$6,356 | \$6,670 | \$7,004  | \$7,352  | \$7,721  |
| 110   | Exec Assistant to<br>City Mgr & City Council                                  | \$6,271 | \$6,658 | \$6,995 | \$7,339  | \$7,710  | \$8,099  |
| 115   |   | \$6,283 | \$6,682 | \$7,012 | \$7,364  | \$7,734  | \$8,122  |
| 120   | Accountant /<br>Computer Technician I   | \$6,449 | \$7,043 | \$7,395 | \$7,766  | \$8,155  | \$8,565  |
| 125   | Admin Analyst I   | \$6,595 | \$7,000 | \$7,474 | \$7,845  | \$8,238  | \$8,648  |
| 130   |   | \$6,767 | \$7,205 | \$7,562 | \$7,946  | \$8,335  | \$8,758  |
| 135   | Assistant Planner   | \$7,047 | \$7,518 | \$7,895 | \$8,285  | \$8,705  | \$9,142  |
| 140   | City Code Investigator /<br>Computer Technician II                            | \$7,116 | \$7,562 | \$7,946 | \$8,335  | \$8,758  | \$9,198  |
| 145   |   | \$7,256 | \$7,736 | \$8,124 | \$8,533  | \$8,960  | \$9,410  |
| 150   | Information Systems Technician,<br>Police Department                          | \$7,330 | \$7,849 | \$8,246 | \$8,651  | \$9,085  | \$9,541  |
| 151   | Admin Analyst II /<br>HR Analyst /<br>Community Relations Specialist /<br>PIO | \$7,408 | \$7,898 | \$8,296 | \$8,706  | \$9,146  | \$9,602  |
| 152.5 | Assistant Engineer  | \$7,475 | \$7,946 | \$8,335 | \$8,758  | \$9,198  | \$9,660  |
| 155   | Associate Planner   | \$7,635 | \$8,121 | \$8,532 | \$8,960  | \$9,410  | \$9,875  |
| 165   |   | \$8,109 | \$8,706 | \$9,142 | \$9,598  | \$10,079 | \$10,584 |
| 170   | Info Technology Specialist  | \$8,231 | \$8,758 | \$9,198 | \$9,660  | \$10,139 | \$10,653 |
| 175   | Associate Engineer  | \$8,642 | \$9,198 | \$9,660 | \$10,138 | \$10,653 | \$11,181 |



EXHIBIT B

MATERNITY LEAVE POLICY

The City of Pleasant Hill shall have the following maternity policy subject to the approval of the City Manager.

1. Leave of absence without pay for up to but no more than four and one half (4 ½) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post-delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence without Pay.
3. Sick leave may be used during this leave where medically justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employee's accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental, and life insurance premiums during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.
7. The four and one half months (18 weeks) Leave of Absence will be the absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents the employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half months (4 ½) leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

Date: \_\_\_\_\_

TO: \_\_\_\_\_, Department Head

FROM: \_\_\_\_\_, Employee

I hereby request a maternity Leave of Absence Without Pay from

\_\_\_\_\_ to \_\_\_\_\_

I request the use of \_\_\_\_\_ Vacation hours.

\_\_\_\_\_  
Approved – Department Head

I request the use of \_\_\_\_\_ compensatory hours.

\_\_\_\_\_  
Approved – Department Head

I understand the following maternity policy:

1. Leave of absence without pay for up to but no more than four and one half (4 ½) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence Without Pay.
3. Sick leave may be used during this leave where medically justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employee's accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental, and life insurance premium during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.

7. The four and one half months (18 weeks) Leave of Absence will be absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents an employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half (4 ½) months leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

I acknowledge that all of the provisions of this policy above are fully understood.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Approved-Department Head Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Approved-Personnel Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Approved-City Manager Signature)

\_\_\_\_\_  
(Date)