

# **COMPENSATION PLAN**

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**City of Novato  
and  
Engineer Unit  
(Unit E)**

**Term of Agreement  
July 1, 2023 - June 30, 2025**

922 Machin Avenue  
Novato, CA 94945

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# COMPENSATION PLAN AGREEMENT

## PREAMBLE

The purpose of this Compensation Plan is to set forth the wages, hours, benefits and other terms and conditions of employment of employees in Unit E.

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

## **1. GENERAL PROVISIONS**

### **1.1 Term**

The term of this Compensation Plan shall become effective the first full pay period followed adoption by the Novato City Council and continuing through June 30, 2023.

### **1.2 Recognition**

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

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

### **1.3 State Worker's Compensation Information**

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

## **2. SALARY PROVISIONS**

### **2.1 Salary Schedule**

Each unit member shall be paid in accordance with their placement on the salary schedule. All increases will be rounded to the nearest dollar.

#### **2.1.1 a. Salary Adjustment**

Effective the first full pay after City Council approval a base wage increase of three and one-half percent (3.5%) shall be made to the salary schedule.

Effective the first full pay period in July 2024, a base wage increase of three and one-half percent (3.5%) shall be made to the salary schedule.

**b. Equity Adjustments**

Effective the first full pay period following City Council approval, the following classifications will receive a base wage equity adjustment:

Assistant Engineer	3.42%
Associate Civil Engineer	3.42%
Senior Civil Engineer	3.42%

**2.2 Hourly Rates**

Hourly rates shall be calculated by dividing an employee’s full-time annual salary by 2080 and are available both in the salary schedule and in esuite.

**2.3 Regular Rate of Pay**

Items included in determining the employee’s regular rate of pay for purposes of calculating contract overtime, retirement and other regular pay calculations shall include

- the pay rate as established in the pay range of the employee’s classification,
- educational incentive pay,
- special project pay, and
- other payments regarded as a part of regular compensation.
- all pay not excluded by 29 USC Section 207 (e) of the Fair Labor Standards Act (“FLSA”)

The FLSA regular rate of pay will be calculated in accordance with the FLSA and its implementing regulations.

**2.4 Step Increase**

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

**2.5 Longevity Pay**

Longevity Pay shall be based on total years of service with the City of Novato. Effective the first full pay period after City Council approval:

- A base wage increase of one percent (1%) will be added to eligible employee's base wage, commencing at the beginning of the employee's 7th year of service to the City.
- An additional base wage increase of one percent (1%) will be added to eligible employee's base wage, commencing at the beginning of the employee's 10th year of service to the City.
- An additional base wage increase of one percent (1%) will be added to eligible employee's base wage, commencing at the beginning of the employee's 15th year of service to the City.

## **2.6 Direct Deposit**

All employees shall establish a direct deposit account, absent extraordinary and demonstrated hardship, in order to receive their paychecks.

## **2.7 Evaluations**

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

# **3. PREMIUM PAY AND ALLOWANCES**

## **3.1 Overtime**

### **3.1.1 Overtime Definition**

#### **3.1.1.1 FLSA Standard**

Except as otherwise specified in this Compensation Plan, all overtime shall be paid in accordance with the FLSA.

#### **3.1.1.2 Eligible Classifications**

The classification of Public Works Inspector is a FLSA non-exempt position that is eligible for overtime.

#### **3.1.1.3 Overtime Rates**

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

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

- (b) double time (2.0) for hours worked on a holiday;
- (c) overtime shall be compensated to the nearest one-quarter (1/4 hour).

#### **3.1.1.4 Prior Approval**

Except in emergency circumstances, all overtime must be approved in advance by a supervisor.

#### **3.1.1.5 Compensatory Time Off (CTO) In Lieu of Pay**

- (a) With the approval of the unit member's supervisor, a unit member may elect to receive CTO in lieu of overtime pay.
- (b) CTO shall be earned and accrued at the rate appropriate for either overtime or extra hours.

#### **3.1.1.6 Limitation of Overtime**

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

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

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

### **3.1.2 Standby**

#### **3.1.2.1 General**

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

to work. Standby is premium pay not included as hours worked in regular rate of pay.

### **3.1.2.2 Holidays**

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

## **3.1.3 Callback**

### **3.1.3.1 Four Hour Minimum**

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

### **3.1.3.2 Rate of Pay**

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

### **3.1.3.3 Rotation**

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

## **3.1.4 Compensatory Time Off (CTO)**

### **3.1.4.1 Eligibility**

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

### **3.1.4.2 Eighty Hour Cap**

A unit member may accumulate up to eighty (80) hours of CTO.

### **3.1.4.3 Scheduling and Use**

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



#### **3.1.4.4 Effect of Separation on CTO**

Upon separation of an employee's service with the City, they shall be paid a lump sum for all accrued CTO hours.

### **3.2 Professional Leave**

#### **3.2.1 Eligible Classifications**

The classifications of Assistant Engineer, Associate Engineer, Senior Civil Engineer, and Principal Civil Engineer are FLSA-exempt positions accountable for results only; therefore, overtime does not apply. In recognition of the irregular hours and time required by employees in professional positions, a professional leave program has been established.

#### **3.2.2 Definition**

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

#### **3.2.3 Policy**

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

#### **3.2.4 Rate and Method of Compensation**

Professional leave will be accrued and granted at a rate equal to the amount of time worked beyond the standard work week. Each FLSA-exempt employee may receive up to ninety (90) hours of Professional leave in a fiscal year.,

#### **3.2.5 Effects of Termination on Professional Leave**

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

### **3.3 Automobile Use for City Business**

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

### **3.4 Bilingual Compensation**

#### **3.4.1 Stipend**

Unit members who have demonstrated language fluency in Spanish, to the City's satisfaction, shall receive a stipend of three percent (3%) of base pay if City deems it necessary for operational needs. Bilingual pay will be paid the first full pay period after the employee confirms proficiency and will not be eligible for retroactive compensation.

#### **3.4.2 Limit on Eligible Positions**

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

## **4. HEALTH AND WELFARE BENEFIT PLAN**

### **4.1 General**

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

### **4.2 Eligibility**

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

### **4.3 Benefit Enrollments**

#### Mandatory

Dental Insurance

Vision Insurance

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

State Disability Insurance

#### Optional

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

- Employee only
- Employee and one dependent
- Employee and two or more dependents

#### **4.4 Benefit and Insurance Amounts and Distribution**

Effective July 1, 2023, and updated with the new dollar amounts for the next plan year, the City shall contribute the following amounts towards employee health care premiums based on the applicable participation levels:

- a) Employees at the “employee” only level shall receive \$1,050 per month or the amount of the Kaiser Region 1 Single premium, whichever is greater.
- b) Employees at the “employee plus one” level shall receive \$1,827.48 per month or the amount of the Kaiser Region 1 Two-Party premium, whichever is greater.
- c) Employees at the “employee plus two or more” level shall receive \$2,375.72 per month or the amount of the Kaiser Region 1 Family premium, whichever is greater.
- d) Employees hired on or before August 24, 2010, may cash any unused portion of the contribution as taxable income to the member.
- e) Employees hired on or after August 24, 2010, who enroll in a medical care plan through the City, shall receive no cash out of the City’s contribution for health care premiums if the contribution exceeds the amount required to pay the premium. Such employees who do not enroll in a medical plan through the City shall be limited to health care cash out of no more than Two Hundred and Fifty Dollars (\$250.00) per month, which shall constitute taxable income to the member.
- f) Employees who were not enrolled in a health plan through the City as of July 1, 2014, may continue to cash any unused portion of the contribution as taxable income to the member during the term of the agreement. However, once these “grandfathered” members enroll into medical coverage with the City, they will lose their grandfathered status and will be subject to section 4.3(e).

#### **4.5 Selection**

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

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

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

#### **4.6 Vision Coverage**

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

#### **4.7 Life Insurance**

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

### **5. RETIREMENT PLAN BENEFITS**

#### **5.1 PERS Plan**

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

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

- c) Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after January 1, 2013 are eligible for the 2% @ 62 benefit formula.
- d) The City will continue to provide the following benefits through its contract with the California Public Employees’ Retirement System (PERS) for a retirement plan:
  - Level 4 1959 Survivors Benefits
  - Sick leave service credit

## **5.2 Member Contributions**

- a) All Tier I and Tier II employees shall contribute 2.5% towards the employer share of PERS contributions resulting in a total employee contribution of 9.5%.
- b) Tier III employees, who are defined as “New Members” hired on/after January 1, 2013, shall continue to contribute 50% of the total normal cost, unless otherwise determined by CalPERS, or the PERS retirement plan.
- c) Employee contributions paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

## **5.3 Other PERS Benefits Provided**

### **5.3.1 Final Compensation**

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

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

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

### **5.3.2 Survivor’s Benefits**

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

### **5.3.3 Credit for Unused Sick Leave**

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

## **6. PROFESSIONAL DEVELOPMENT AND INCENTIVES**

### **6.1 Professional Development**

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

Eligible training and development costs are:

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

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

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

## **6.2 Professional Practice**

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

## **6.3 Educational Incentive**

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

### **6.3.1 Tuition**

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

### **6.3.2 Educational Incentive**

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

## **7. HOLIDAYS**

### **7.1 Enumeration**

The following fourteen (14) days of each year are designated as holidays:

New Year's Day - January 1  
Martin Luther King Day - Third Monday in January  
Presidents' Day - Third Monday in February  
Memorial Day - Last Monday in May  
Juneteenth – June 19  
Independence Day - July 4  
Labor Day - First Monday in September  
Veteran's Day – November 11  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve - December 24  
Christmas Day - December 25  
New Year's Eve - December 31  
One(1) floating holiday

**7.2 Entitlement**

**7.2.1 Intent**

All full-time employees receive fourteen (14) paid holidays regardless of their assigned work week. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday.

**7.2.2 Effect on Regular Day Off**

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

**7.2.3 Use of Floating Holiday**

The floating holiday may be taken at any time during the fiscal year with the prior approval of the employee’s department head. The floating holiday may not be accumulated and carried forward to the next fiscal year.

**7.2.4 Exception**

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

**8. LEAVES OF ABSENCE**

**8.1 Vacation Leave**

**8.1.1 Entitlement**

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

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



Fifteenth Year	168 hours/6.46 per pay period
Seventeenth Year	176 hours/6.77 per pay period
Twentieth Year	184 hours/7.08 per pay period

### **8.1.2 Accrual**

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

### **8.1.3 Accrual Maximum**

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

### **8.1.4 Status Report of Accrued Vacation Leave**

The City will provide regularly to each employee on their paycheck stub an official record of their then current accrued vacation leave. Employees may verify their vacation balances on eSuite.

### **8.1.5 Scheduling Vacation Usage**

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

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

### **8.1.6 Effect of Termination on Vacation**

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

### **8.1.7 Vacation Redemption**

Once each year, a unit member may sell back to the City up to eighty (80) hours of accrued and unused vacation. To receive compensation, the unit member:

- (a) must notify the City in writing (by December 31st of the calendar year preceding the year in which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;

## **8.2 (b) their accrued vacation hours shall be reduced by the number of hours for which they is compensated. Sick Leave**

### **8.2.1 Entitlement**

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

### **8.2.2 Status Report of Accrued Leave**

The City will provide regularly to each employee on their paycheck stub an official record of their then current accrued sick leave. Employees may verify their vacation balances on eSuite.

### **8.2.3 Employee Illness or Injury**

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

### **8.2.4 Doctor's Verification**

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

### **8.2.5 Doctor/Dentist Visits**

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care for an employee or employee's "family member" as defined in CFRA, subject to advance approval by the department head.

### **8.2.6 Exhaustion of Sick Leave**

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

## **8.3 Industrial Accident Leave**

### **8.3.1 First Five Days**

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

- o The accident is, in fact, work related;
- o Time off work is necessary as determined by the City's physician; and
- o The duration of the time off work is necessary as determined by the City's medical examiner.

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

### **8.3.2 After Five Days**

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

### **8.3.3 Employee's Physician of Choice**

The employee has the right to notify the City, in writing, prior to an injury, of their choice of physician should the employee be injured. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice or from being evaluated by a doctor of the employee's choice even while under treatment for the City's medical examiner. In such circumstances other than in emergency situations, use of a personal physician would be at the employee's expense.

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

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

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

## **8.4 Family Medical Leave Act and California Family Rights Act**

FMLA and CFRA leave is available and shall be provided pursuant to City policy and consistent with the FMLA and CFRA.

## **8.5 Court Leave**

### **8.5.1 City Employment Related**

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

### **8.5.2 Court Leave to Serve as Witness**

Employees are entitled to court leave with pay to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant or for reasons other than those

caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this court leave, the employee shall make payable to the City any and all fees which the employee may receive as payment for the services as a witness. The hours of compensation will be the same as those regularly worked by the employee. If an employee's obligation as a witness expires on any work day with any time remaining on the employee's work schedule (after adjusting for travel time back to the work site), the employee will be obligated to return to work. All witness time must be shown on an employee's payroll time sheet.

## **8.6 Leave of Absence Without Pay**

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

## **9. WORKING CONDITIONS**

### **9.1 Hours of Work**

#### **9.1.1 Regular Work Day**

The regular working day of all employees will be according to the City's policy covering the 9/80 work schedule as currently in place, with each working day interrupted by a lunch break of not less than one-half ( $1/2$ ) hour, nor more than one (1) hour.

#### **9.1.2 Rest Periods**

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

#### **9.1.3 Regular Work Period**

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

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

Other alternative work schedules, up to an including a 4/10 schedule, may be approved by the City Manager or designee. Such alternate work schedules may include full-time work weeks of less than five (5) days or a combination of features provided that such schedules do not result in overtime.

## **9.2 Health and Safety**

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

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

## **9.3 City Contribution – Work Clothing and Safety Boots**

- a) Each unit member in the Public Works Inspector class series shall be entitled to receive a reimbursement of up to three hundred dollars (\$300) each year for the purchase of work clothing and OSHA approved hard toed boots.
- b) All other Unit members in the "Engineer" series shall be entitled to receive up to two hundred (\$200) each year for the purchase of work clothing and OSHA approved hard toed work boots. Unit member must submit receipts in order to receive the reimbursement.

## **10. PERSONAL PROVISIONS**

### **10.1 Probationary Periods**

#### **10.1.1 New Members**

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

### **10.1.2 Promoted Members**

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

## **11. SEVERABILITY**

If any provisions of this Compensation Plan are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.