

SIDE-BENEFIT AGREEMENT
UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES UNIT
FISCAL YEAR 2019-20

Preamble

Pursuant to instructions received by the Clayton City Manager (Gary A. Napper), the Clayton City Council's designated labor negotiator, during a duly-noticed Closed Session scheduled for and held on 07 May 2019, the City desires to provide to its permanent employees filling job classifications covered by the Undesignated Miscellaneous City Employees Unit ("Unit") a one-time, non-precedent side-benefit outlined below.

Side-Benefit

For Fiscal Year 2019-20 only and occurring only once on Tuesday, 24 December 2019, the Clayton City Council herein grants each permanent employee of this Unit a paid City holiday equivalent to eight (8) hours of fully-paid holiday time without offset to the accrued paid leave time of the eligible permanent employee(s). Clayton City Hall, Clayton Police Station and the City Corporation Yard shall each be closed that day to the public.

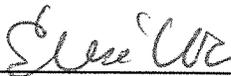
In accordance with Section 8.1 Eligibility for Paid Leaves of this Unit's Memorandum of Agreement (MOA), permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period and not regularly scheduled to work on a Tuesday will earn paid leave for that singular City holiday at a rate proportionate to their number of permanently scheduled work hours.

For example only: if an employee's normal work schedule is twenty-four (24) hours per week, which constitutes a sixty percent (60%) work week, and that individual is not regularly scheduled to work this particular Tuesday, that individual shall have credited to their compensatory time off account 4.8 hours of paid leave time [24:40 hours per week is to 4.8:8 hours per this one-time holiday]. Conversely, if that Tuesday is part of the employee's regularly scheduled work day, that employee receives that day off with their regular pay for that day.

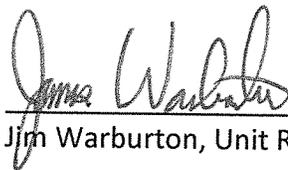
The Clayton City Council expressly intends this one-time side benefit to be used as that designated paid day off. An eligible employee cannot opt to work Tuesday, 24 December 2019 instead plus receive a credit for eight (8) hours or a portion thereof to one's paid leave balance.

* * * * *

In Witness Whereof, the authorized representatives of the Unit and the authorized labor negotiator of the Clayton City Council agree accordingly.



Elise Warren, Unit Representative



Jim Warburton, Unit Representative



Gary A. Napper, City Labor Negotiator

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
THE UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES
UNIT EFFECTIVE THE FISCAL YEARS OF 2016-2017
THROUGH 2018-2019**

ARTICLE 1: PREAMBLE

This agreement, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and its Undesignated Miscellaneous City Employees, hereinafter referred to as "Unit", is hereby effective 01 July 2016 through 30 June 2019.

It is the intent and purpose of this document to set forth the understanding and agreement of the parties reached as a result of meeting and consulting in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the Unit. Any and all other employment matters not contained in this document are applicable as found in the City's "Personnel System and Guidelines" dated March 1993.

ARTICLE 2: GROUP DESCRIPTION

The following job classifications are members of this Unit for purposes of the agreements in this document:

Job Classifications

Accounting Technician
Administrative Assistant/Code Enforcement Officer
Assistant to the City Manager
Chief of Police
City Clerk/HR Manager
Community Development Director
Finance Manager
Maintenance Supervisor
Maintenance Leader
Maintenance Worker I
Assistant Planner
Police Administrative Clerk
Police Office Coordinator

ARTICLE 3: PERSONNEL FILES

The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 4: WORK HOURS

The work period (hours) for classifications and corresponding compensation in this Unit will be eighty (80) work hours in a bi-weekly (14-day) work period.

Any employee in this Unit scheduled to regularly work less hours than the defined work period shall receive a corresponding pro-rated portion of the monthly compensation and employee benefits outlined in Articles 5, 6 and 8 below.

ARTICLE 5: COMPENSATION

Section 5.1 Wages

A. Effective 01 July 2016, the monthly base salary ranges for the following job classifications shall be increased by 3.0% and become:

<u>Classification</u>	<u>Merit Steps</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Technician	\$4,247	\$4,459	\$4,682	\$4,917	\$5,162
Administrative Assistant/ Code Enforcement Officer	\$3,537	\$3,713	\$3,899	\$4,094	\$4,299
Assistant to the City Mgr.	\$5,828	\$6,120	\$6,426	\$6,747	\$7,084
Chief of Police	\$8,427	\$8,848	\$9,291	\$9,755	\$10,243
City Clerk/HR Manager	\$5,420	\$5,691	\$5,976	\$6,275	\$6,589
Community Development Director	\$7,835	\$8,227	\$8,638	\$9,070	\$9,524
Police Admin. Clerk	\$3,537	\$3,713	\$3,899	\$4,094	\$4,299
Finance Manager	\$6,914	\$7,260	\$7,623	\$8,004	\$8,404
Maintenance Supervisor	\$5,166	\$5,425	\$5,696	\$5,981	\$6,280
Maintenance Leader	\$4,262	\$4,475	\$4,699	\$4,934	\$5,180
Maintenance Worker I	\$3,529	\$3,705	\$3,890	\$4,085	\$4,289
Assistant Planner	\$5,420	\$5,691	\$5,976	\$6,275	\$6,589
Police Office Coordinator	\$3,996	\$4,195	\$4,405	\$4,626	\$4,857

B. Effective 01 July 2017, the monthly base salary ranges for the following job classifications shall be increased by 3.0% and become:

<u>Classification</u>	<u>Merit Steps</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Technician	\$4,375	\$4,593	\$4,823	\$5,064	\$5,317
Administrative Assistant/ Code Enforcement Officer	\$3,643	\$3,825	\$4,016	\$4,217	\$4,428
Assistant to the City Mgr.	\$6,003	\$6,303	\$6,618	\$6,949	\$7,297
Chief of Police	\$8,680	\$9,114	\$9,570	\$10,048	\$10,550
City Clerk/HR Manager	\$5,583	\$5,862	\$6,155	\$6,463	\$6,786
Community Development Director	\$8,070	\$8,474	\$8,897	\$9,342	\$9,809
Police Admin. Clerk	\$3,643	\$3,825	\$4,016	\$4,217	\$4,428
Finance Manager	\$7,122	\$7,478	\$7,852	\$8,244	\$8,656
Maintenance Supervisor	\$5,321	\$5,587	\$5,867	\$6,160	\$6,468
Maintenance Leader	\$4,390	\$4,609	\$4,840	\$5,082	\$5,336
Maintenance Worker I	\$3,635	\$3,816	\$4,007	\$4,207	\$4,418
Assistant Planner	\$5,583	\$5,862	\$6,155	\$6,463	\$6,786
Police Office Coordinator	\$4,116	\$4,321	\$4,537	\$4,764	\$5,003

C. Effective 01 July 2018, the monthly base salary ranges for the following job classifications shall be increased by 3.0% and become:

<u>Classification</u>	<u>Merit Steps</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Technician	\$4,506	\$4,731	\$4,968	\$5,216	\$5,477
Administrative Assistant/ Code Enforcement Officer	\$3,752	\$3,939	\$4,136	\$4,343	\$4,560
Assistant to the City Mgr.	\$6,183	\$6,492	\$6,817	\$7,158	\$7,516
Chief of Police	\$8,940	\$9,387	\$9,857	\$10,349	\$10,867
City Clerk/HR Manager	\$5,751	\$6,038	\$6,340	\$6,657	\$6,990
Community Development Director	\$8,312	\$8,728	\$9,164	\$9,623	\$10,104
Police Admin. Clerk	\$3,752	\$3,939	\$4,136	\$4,343	\$4,560
Finance Manager	\$7,335	\$7,702	\$8,087	\$8,491	\$8,916
Maintenance Supervisor	\$5,481	\$5,755	\$6,043	\$6,345	\$6,662
Maintenance Leader	\$4,521	\$4,748	\$4,985	\$5,234	\$5,496
Maintenance Worker I	\$3,744	\$3,931	\$4,127	\$4,334	\$4,550
Assistant Planner	\$5,751	\$6,038	\$6,340	\$6,657	\$6,990
Police Office Coordinator	\$4,239	\$4,451	\$4,674	\$4,907	\$5,153

In no event shall a merit step increase be earned or granted beyond Step E of this Agreement.

ARTICLE 6: MEDICAL, DENTAL, AND LIFE/ACCIDENTAL DEATH/DISEMBERMENT INSURANCE

Section 6:1 City Contribution to Medical and Dental Insurance Premiums

The maximum monthly City premium contribution for medical and/or dental insurance coverage for regular, full-time members of this Unit shall be paid by the City in accord with the following employee subscription enrollment schedule.

A. The City's maximum premium contribution to employee-enrolled medical and dental insurance coverage shall be as follows:

1. Medical Insurance (thru CalPERS' Public Employees' Medical and Hospital Care Act).

During the term of this Agreement, the City's maximum monthly co-pay contribution specified below is benchmarked to the least costly medical insurance premium offered between Blue Shield Net Value HMO or Kaiser Permanente plans. Should a member of this Unit elect to enroll in a CalPERS medical insurance plan with a corresponding monthly premium higher than the least costly premium between the two medical plans listed above, the employee is responsible for 100% of the added premium cost above the least costly plan's premium for each of the enrollment options noted below:

1. Employee Only enrollment: City pays 100% of the selected Plan premium.

2. Employee + 1 Dependent enrollment: City pays 100% of the selected Plan premium for the Employee Only and 50% of additional premium expense for the 1 Dependent.

3. Employee + Family enrollment: City pays 100% of the selected Plan premium for the Employee Only and 59.375% of additional premium expense for the Family.

2. Dental Insurance (thru the Municipal Pooling Authority's Delta Dental Health Care Employees/Employers Dental Trust):

1. Employee Only enrollment: City pays 100% of the Plan premium.

2. Employee + 1 Dependent: City pays 100% of the Plan premium for the Employee Only and 46.8% of additional premium expense for the 1 Dependent.

3. Employee + Family: City pays 100% of the Plan premium for the Employee Only and 60.94% of additional premium expense for the Family.

Proration of the above City premium contributions for permanent part-time eligible employees shall be calculated and applied based on said employee's percentage of regularly-scheduled work hours as to a regularly-scheduled forty (40) hours work week (e.g. an employee scheduled to work 24 hours per work receives sixty (60) percent of the City's premium contribution).

B. The above City premium cap contributions shall not and do not increase the following non-enrollment plan categories:

No Enrollment/Unused Benefit (enrollments after 30 June 2010): \$ -0-

No Enrollment/Unused Benefit (enrollments before 30 June 2010): \$ 250.00/mo.

(Provided proof is submitted to the City that similar medical and dental coverage is available to the employee, is placed and maintained via another qualified third party insurance provider. Ref. Section 6.2).

Section 6.2 Unused Medical Benefit Account

Employees may elect to decline City-provided medical and/or dental coverage only in cases when the employee is covered under an alternate third party insurance plan. Proof of insurance is required. For employees authorized to decline City-provided medical and/or dental coverage, the City will contribute a monthly amount, up to the maximum monthly premium cap outlined in Section 6.1 above under "No Enrollment", to a City-approved deferred compensation plan or to the employee's Unused Medical Benefit account, at the employee's designated option. Those members of this Unit whose expense for their enrolled subscription in City-secured medical and dental insurance is less than the maximum amounts listed in Section 6.1 may only elect to have said monthly difference placed in their City-approved deferred compensation plan or deposited into the employee's Unused Medical Benefit account, at the employee's designated option.

In order for one to qualify for City contribution toward medical and/or dental insurance coverage, an employee in a classification of this Unit must be permanently scheduled to work a minimum of twenty (20) hours per week. Such "part-time" regular employee is then eligible to enroll in the City-provided medical and/or dental insurance coverage but the City's maximum contribution for such a part-time regular employee is pro-rated in ratio to the percentage of the number of permanent hours worked per week. For example, if a part-time employee regularly works 32 hours per week (which represents a 0.8 full-time employee), then the individual is eligible to receive a maximum City contribution toward their subscribed medical and/or dental enrollment equal to 80% of the maximum amount specified in Section 6.1.

Section 6.3 Life/Accidental Death/Dismemberment Insurance

The City will contract and pay the full premium to enroll each permanent full-time and part-time employee in a \$50,000 face amount life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

Section 6.4 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) in behalf of each employee of this Unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

ARTICLE 7: EMPLOYEE RETIREMENT PENSION SYSTEM

The City is a member of the California Public Employees' Retirement System, hereinafter referred to as "CalPERS". All regular full-time and regular part-time employees of this Unit are required by contract and corresponding law to be participating members of this retirement system.

Section 7.1 Tier I "Classic" Existing City Employees as of 30 June 2010

By contract, the City and its eligible employees of this Unit are members of the 2% at age 55 Miscellaneous Employees CalPERS retirement system. The City shall pay the entire required Employer CalPERS rate and share for this Miscellaneous Retirement System and all increases in rate thereof during the term of this Agreement, including any costs of administration. In addition, the City shall pay 100% of the current 7% Employee CalPERS fixed rate and share for members of this Miscellaneous Retirement System. The City's payment of the Classic Tier I employee's member contribution does not and shall not be considered or calculated as compensation for purpose of determining an eligible employee's final pension retirement amount.

Section 7.2 Tier II Retirement System for "Classic" Employees

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010 are required to be participating members in the California Public Employees' Retirement System ("CalPERS"). In addition, any new City employees hired after that date but deemed "Classic" CalPERS members due to enrollment and active participation in a CalPERS pension system through another CalPERS public agency, as defined by state law, shall become members of the City's Tier II CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 60" Miscellaneous Retirement System.

The City shall pay the entire required Employer CalPERS rate for this "2% at age 60" retirement system and all increases in the rate thereof, and the employee shall pay 100% of the entire required Employee CalPERS fixed rate. For purpose of calculating eligible retirement pension, the 2% at 60 Plan shall be the average of the highest 3 years of eligible compensation paid to the employee.

Section 7.3 Tier III Retirement System for New Members of this Unit

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 January 2013 and not a previous member of a CalPERS plan without a 6-month interruption of service shall become members of the City's Tier III CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 62" Miscellaneous Retirement System.

The City and employee enrolled in this CalPERS plan shall each pay fifty percent (50%) of the "normal cost rate", as defined in the Public Employees' Pension Reform Act (PEPRA), and as calculated by CalPERS. The "normal cost rate" is subject to annual change as ordered by CalPERS.

ARTICLE 8: HOLIDAYS AND LEAVES

Section 8.1 Eligibility for Paid Leaves

Permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period will earn each paid leaves at a rate proportionate to their number of permanently scheduled work hours.

Section 8.2 Holiday Leave

Permanent regular employees of this Unit shall receive the following ten (10) 8-hour days of paid holiday leave each calendar year:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

Holidays falling on non-work days will be observed on the nearest regular work day.

Section 8.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 8.2, all members of this Unit shall receive twenty-four (24) hours of paid Personal Leave in each fiscal year. Said leave hours will be credited on July 1st of each year and shall be taken at the employee's discretion, with the advance consent of their supervisor. If one's Personal Leave hours are not used or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited. Permanent regular employees working less than a 40-hour work week shall receive paid Personal Leave hours on a pro-rata basis based on their number of regularly scheduled work hours per week. Unused Personal Leave is not compensable on separation of City employment.

Section 8.4 Vacation Leave

Permanent regular employees of this Unit shall be entitled to earn annual paid vacation leave with pay.

A. Vacation leave credit for a 40-hour work week employee shall be accrued on the following basis:

1.	Month 1 through Month 24:	6.67 hours per month
2.	Month 25 through Month 48:	8.00 hours per month
3.	Month 49 through Month 96:	10.00 hours per month
4.	Month 97 through Month 180:	13.33 hours per month
5.	Month 181 and thereafter:	16.67 hours per month

- B. Vacation leave credit for permanent regular employees working less than a 40-hour week shall be credited as in Section "A" above on a pro-rata basis based upon the number of hours regularly scheduled to work per week.
- C. Vacation leave may be used as earned, subject to the advance approval of one's department manager, based on staffing requirements.
- D. Vacation leave may only be used in increments of one-quarter (0.25) hour or more.
- E. Vacation leave may be accrued to a maximum number of hours equivalent to eighteen (18) times one's current monthly accrual rate.
- F. Upon leaving City employment, the employee will be paid for all accrued, unused vacation leave up to one's maximum annual accrual allowed in sub-section "E".
- G. An employee may elect once per fiscal year to convert accrued vacation leave hours into accrued sick leave hours before the end of the fiscal year, at a conversion rate of one (1) hour of accrued vacation into one-half (0.5) hour of sick leave, provided the employee's accrued vacation leave balance exceeds their annual vacation leave accrual specified in sub-section A above at the time of conversion.

Section 8.5 Sick Leave

- A. Paid sick leave is earned at the rate of eight (8) hours for each month worked. Permanent regular employees working less than a 40-hour work week shall earn paid sick leave hours on a pro-rata basis based on their number of hours regularly scheduled to work per week.
- B. Maximum accrual of sick leave is limited to nine-hundred sixty (960) hours of unused leave.
- C. Unused sick leave shall not be paid off in cash or in any other form of compensation upon separation from City employment.
- D. Up to twenty-four (24) hours of accrued sick leave may be used by an employee to attend a funeral of close family members, with the approval of the City Manager.
- E. Employees may use accrued sick leave for non-work-related disabilities or illnesses up to the effective or commencement date of short-term or long-term disability benefits.

- F. A physician's report may be required by one's department manager for extended periods of sick leave usage by an employee in this Unit, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in their use of sick leave.
- G. Employees unable to return to work within six (6) months of the date of disability (whether work or non-work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state or federal law.
- H. Employees who have accumulated two-hundred forty (240) hours or more of accrued sick leave may be credited, at the employee's written request, with two (2) additional vacation leave hours for each consecutive three (3) month period in which no paid sick leave was used by the employee.

Section 8.6 Management Leave

In lieu of earning overtime or compensatory time off, department managers (as designated by the City Manager) will be granted up to a maximum of one-hundred twenty (120) hours of paid management leave each fiscal year. The amount available to each management employee may vary, at the discretion of the City Manager. Management leave hours will be credited to the designated manager's leave time account at the commencement of each fiscal year in the total number of hours granted by the City Manager to that employee. Management leave must be used within the fiscal year in which it is earned, and unused leave will not be paid in cash or any other form of compensation upon separation from City employment.

ARTICLE 9: OVERTIME

Section 9.1 Regular Overtime

The City will compensate eligible regular non-management employees for each one-quarter hour (0.25) of overtime worked at the rate of one and one-half times (1.5) the employee's base hourly rate including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of eighty (80) hours per pay period, or hours worked in excess of a regularly-scheduled shift. Employees working partial or reduced schedules will not be eligible for overtime until their hours worked exceed the regular work hours noted in Article 4. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by their supervisor, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of calculating overtime and compensatory time, all paid leave shall be considered as hours worked.

Section 9.2 Compensatory Time Off

A maximum of one hundred (100) hours of compensatory time off (CTO) may be accrued by each eligible employee of this Unit, except when additional hours are approved by the City Manager for a recognized or specific operational need or situation. Whenever possible and in the discretion of one's supervisor, overtime shall be compensated with compensatory time off. Compensatory time off may be used by written request of the employee filed at least three (3) days in advance with the appropriate supervisor. Management will make every effort to comply with time off requests of the employee and shall not arbitrarily assign employees to compensatory time off. Accrued unused CTO is compensable on separation of City employment.

ARTICLE 10: BILINGUAL PAY

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive bilingual pay of \$75.00 per month. Designated Employees will be required to demonstrate conversational fluency in a language (e.g. Spanish) as determined by the City Manager based on community/public needs and organizational usage. The City may administer a competency test to certify fluency of the Employee in the designated language. Any such certification shall be a condition prior to Employee qualifying for monthly bilingual pay.

ARTICLE 11: AUTOMOBILE ALLOWANCE

Certain employees' duties require that each have continuously available transportation for City business or work-related purposes. Each employee position designated below shall provide an operable personal vehicle for use for normal business and personal use. The Employer agrees to provide each designated employee with a monthly automobile allowance as specified below:

<u>Position</u>	<u>Monthly Auto Allowance</u>
Chief of Police	\$370.00
Community Development Director	\$345.00
Assistant to the City Manager	\$345.00

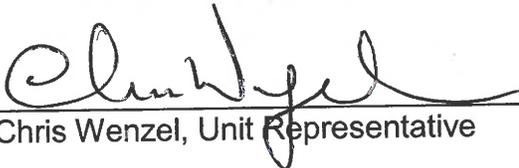
Each employee shall be responsible for all operation expenses, maintenance expenses, repair expenses, replacement cost and insurance for the personal automobile used for this purpose. Employee shall at all times maintain adequate insurance for the automobile and shall inform his/her insurer that the automobile is used for City business and personal purposes. Each employee shall maintain and provide to the City a valid Certificate of Insurance demonstrating comprehensive automobile liability coverage for the vehicle used and naming the City of Clayton as an additional insured on the applicable insurance policy.

ARTICLE 12: TERM OF AGREEMENT

Except as indicated herein, this Agreement shall be effective commencing 01 July 2016 and continue up to and through 30 June 2019.

IN WITNESS THEREOF, this Agreement is entered into by the following authorized representatives this 30th day of June 2016, pursuant to the provisions of CA Government Code Section 3500, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES UNIT

By: 
Chris Wenzel, Unit Representative

By: 
Mindy Gentry, Unit Representative

CITY OF CLAYTON, CA (CITY)

By: 
Gary A. Napper, City Manager

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