



# City of San Gabriel

## **Salary, Compensation, and Benefit Policy**

Human Resources Department  
Date: January 1, 2020

The information presented in this document is an endeavor to combine under one cover, the Resolutions, Ordinances, Memorandums of Understanding, and Policies that govern the basic salaries, compensation, benefits, and working hours for City employees.

It should be noted that not every section of every Resolution, Ordinance, Memorandum of Understanding, or Policy is included in this document. Should there be a conflict between what is stated in this document and what exists in the original Resolution, Ordinance, Memorandum of Understanding, or Policy, in all instances the original document takes precedence.

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## **ALLOWANCES AND REIMBURSEMENTS**

### ***Auto Allowance***

City automobile or auto allowance is granted per the City Manager's determination. Current bi-weekly auto allowance is \$225.00.

*2003-05 Labor Agreement, Exhibit 5  
"Benefits Applicable to Executive Management Personnel"*

### ***Education Reimbursement***

Eligible employees can receive reimbursement for certain educational expenses for approved job related courses.

The City of San Gabriel encourages and supports educational programs, which provide employees the opportunity for personal career development, and directly benefits the City by increasing technical and managerial competency of its staff. The City offers full-time employees reimbursement each year not to exceed the tuition fees for three quarters (0-6 units per quarter) at California State University, Los Angeles. The 2019-2020 reimbursement rate is \$4,995.00.

Reimbursable costs may include tuition, texts, certain material, and fees for courses at an accredited college or university, which are directly related to the employee's present position or promotion with the City. Fees related to State certified classes in the area of public safety are also eligible.

Reimbursement requests are accepted no later than one month after course grades have been distributed.

*Resolution No. 02-12, Section 21, Exhibit 2*

### ***Mileage Reimbursement (Personal)***

Mileage compensation for authorized travel of City employees and officials by private automobile shall be paid at the rate designated by the Internal Revenue Service (as of January 1, 2020, the rate is 57.5 cents per mile. Except for P.O.S.T. reimbursed travel, mileage reimbursement will be paid on the distance between the employee's home and the destination point of the authorized travel, or between the workplace and the destination point of the authorized travel, whichever is less. P.O.S.T. reimbursement travel will be based upon P.O.S.T. regulations.

*Resolution No. 02-12, Section 22*

### ***Physical Examination – Sworn Safety Personnel***

At the request of the employee and on a voluntary basis, all officers in the Police Department, except the Police Chief and Police Captain, and all Firefighters in the Fire Department, except the Fire Chief, may be re-examined for physical fitness according to the following schedule:

1. Police Officers and Firefighters 45 years old and younger – once every three years.
2. Police Officers and Firefighters 46 years old and older – once every year.

*Resolution No. 02-12, Exhibits A, B, D, and E*

**Tool Allowance – Auto Shop**

An annual tool allowance in the sum of \$300.00 shall be paid to the Fleet Manager, Auto Mechanic II, and Auto Mechanic I.

*Resolution No. 02-12, Exhibit F*

**Uniform Allowance**

**Fire Chief**

The Fire Chief shall receive a uniform allowance at the same rate as members of the Firefighters’ Association. Current annual rate is \$780.00.

*2007-09 Labor Negotiations, Exhibit 5*

**Fire Division Chiefs**

Uniform allowance distributions made in calendar year 2009 and thereafter shall be distributed in payroll checks in the sum of \$30.00 per pay period (\$780.00 annually).

Additionally, the City will provide or reimburse employees for the cost of one Class “A” uniform consisting of such items and style as determined by the Fire Chief.

*2005-07 and 2009-10 Fire Officers’ MOU*

**Fire Captains, Fire Engineers, and Firefighters**

The uniform allowance shall be \$780.00. Uniform allowance shall be distributed in payroll checks in the sum of \$30.00 per pay period.

Separate and distinct from the \$780.00 uniform allowance described above, and upon request from an employee newly hired within this unit, the City shall fund the initial new employee purchase of three-day uniforms, station work boots, belt/buckle, rain jacket, coat, and Class “A” uniform. The newly hired employee has the option of making said purchase and then being reimbursed by the City. Replacement uniform equipment shall be funded by the employee.

*2009-10 Fire Officers and Firefighters’ Association MOUs*

**Miscellaneous/Non-safety Fire and Police Personnel**

Effective January 1, 2015, an annual uniform allowance of \$800.00 shall be paid to eligible non-safety members in the Fire and Police Departments. The uniform allowance shall be paid on a bi-weekly pay period basis.

*Resolution No. 14-39, Article 10*

**Police Chief and Police Captain**

An annual uniform allowance in the sum of \$1,200.00 shall be paid to the Police Chief and Police Captain.

*Resolution No. 02-12, Exhibit G. Rate adjustment per 2007-09 Labor Agreement, Exhibit 5*

**Police Lieutenants and Sergeants**

Effective Fiscal Year 17/18, Police Lieutenants and Sergeants shall receive an annual uniform allowance of \$1,500.00 per year. The uniform allowance shall be distributed in a single, separate check in November of each year.

*Resolution No. 17-37, Exhibit 1*

**Police Officers**

The annual uniform and equipment maintenance allowance shall be \$1,200.00 distributed in a single separate check in November of each year.

Police Officers assigned to patrol may wear summer uniforms at their discretion from May through October.

*Resolution No 02-12, Exhibits A & B and 2009-10 Police Officers' Association MOU  
2014-2017 Police Officers' Association MOU*

**Police Reserves**

An annual uniform allowance of \$1,200.00 shall be paid to eligible Police Reserves. The uniform distribution shall be paid in November of each year.

*Resolution No. 02-12, Exhibits A & B  
Rate established based on 2007-09 Police Officers' Association MOU*

**Work Shoe/Boot Safety Program**

**Fire Captains, Fire Engineers, and Firefighters**

All City approved, government mandated safety equipment, including safety uniform boots, shall be supplied by the City at its expense. This equipment includes, but is not limited to, turnout coats, turnout pants, turnout boots, goggles, gloves, protective brush fire clothing, self-contained breathing apparatus, and hoods.

At the employee's request, and approval by the City, safety uniform boots other than the City provided boots that meet government-mandated standards, may be purchased. The City will reimburse the employee for the cost of the boots subject to a maximum reimbursement of \$235.00 per pair, per year, unless otherwise approved by the Fire Chief.

*2005-07 Firefighters' Association MOU, Article 16  
Rate established based per 2010-2014 Firefighters' Association MOU, Article 16*

**Miscellaneous Personnel**

The City shall provide a \$200.00 per year allowance towards the purchase of work safety shoes/boots for appropriate personnel in the Public Works, Mission Playhouse, and Community Development Departments.

*Resolution No. 14-39, Article 9*

## **ATTENDANCE/WORKWEEK**

### ***Workweek – Miscellaneous Employees***

Effective the first pay period of July 2019, such employees shall work 40 hours per workweek.

A normal work day may consist of 8 hours on the basis of a five-day workweek; 9 hours per day and one 8 hour day every two weeks on the basis of a 9/80 work schedule; or 10 hours per day on the basis of a four-day workweek. Each department head shall have the discretion to determine the 40-hour workweek schedule for each employee.

Effective December 1, 2017, all unrepresented Police Department employees (with the exception of Police Dispatchers) will no longer be paid for a lunch period. Such time shall not be counted as hours worked.

*Resolution No. 17-37, Exhibit 3*

### ***Fire Personnel – Shifts/56 Hour Week***

**Standard Shift:** The standard shift represents the time that an employee is regularly scheduled to work. A regularly scheduled shift that commences before midnight and ends the following day shall be reported, for payroll purposes, as time worked on the day the shift began.

Normally, the standard shift shall consist of 24 consecutive hours, which commences at 0800 and ends at 0800 hours on the following day. The City may temporarily modify or change the number of hours in a standard shift to meet City service requirements in emergency situations with no loss of pay to Association members.

**Standard Workweek:** The standard workweek shall be 56 hours for safety suppression personnel as that term is typically defined for fire service suppression personnel. The average number of hours worked in a bi-weekly period for employees shall be 112 hours. For FLSA purposes, the 7(k) exemption is used.

**Lunch Period:** Subject to field conditions and/or suppression or other emergency work requirement, the City agrees to provide one period, of 60 minutes in duration, for the purpose of eating lunch during the standard daily work period.

**Shift Exchanges:** Full-time employees shall have the right to shift exchanges with approval of the immediate supervisor. Repayment of shift exchanges shall be the sole responsibility of the employees exchanging shifts.

*2005-07 Firefighters' Association MOU, Article 17*

### ***Fire Management Group and Firefighters' Association – 48/96 Work Schedule***

The San Gabriel Fire Department will utilize the 48/96 work schedule.

### **Work Period**



- A. The 48/96 schedule is a three platoon system in which each employee will work two consecutive 24 hour shifts for a total of 48 hours (one tour), and have 96 consecutive hours off duty. A typical work schedule is as follows:

*X = workday, O = day off XXOOOOXXOOOO (repeats).*

- B. A "shift" will consist of a 24-hour period.
- C. Employees assigned to a 40-hour work schedule will not be affected by this agreement.
- D. In the event that a shift is scheduled to work both December 24<sup>th</sup> and December 25<sup>th</sup> the same year, the shift assigned to work on December 23<sup>rd</sup> will be reassigned to work December 24<sup>th</sup>. The shift originally scheduled to work December 24<sup>th</sup> will be assigned to work on December 23<sup>rd</sup>.
- E. Bargaining unit members in the classifications of Firefighter, Fire Engineer, and Fire Captain, who are not assigned to work 40 hours per week, shall normally work a 48/96 work schedule averaging a 56-hour workweek. This will be on a 24-hour shift basis and on a 24-day FLSA 7(k) work period. The work period shall begin at 8:00 a.m. after 24 hour shifts have been worked.

Lunch Period: Subject to field conditions and/or suppression or other emergency work requirement, the City agrees to provide one period, of 60 minutes in duration, for the purpose of eating lunch during the standard daily work period.

Shift Exchanges: Full-time employees shall have the right to shift exchanges with approval of the immediate supervisor. Repayment of shift exchanges shall be the sole responsibility of the employees exchanging shifts.

*2014-2017 Fire Management Group and Firefighters' Association MOUs*

***Firefighters' Association – 40 Hour Staff Employee***

Work Period: The work period represented by Local 2197 who are assigned to a 40-hour staff assignment shall be 80 hours of work over nine work days (9/80 schedule) in the 14-day pay period.

The employee's day off shall be determined by the Fire Chief, and is subject to change due to the needs of the department, with 30-day notification to the employee. The 40-hour employee will work eight 9 hour days and one 8 hour day, with the employee being allowed one 30 minute, unpaid lunch period, and two 15 minute, paid breaks each day.

Holidays: 40-hour employees shall be granted all holidays, recognized by the City with no deduction in pay.

Conversion of leave banks: When a 56-hour shift employee is reassigned to a 40-hour staff position, hours in the employee's sick leave and vacation leave shall be converted by multiplying bank hours by 40/56ths or .7143. Upon return to 56-hour shift

assignment, all hours in the 40-hour staff employee's bank shall be converted by multiplying the total by 14.

Special Pay: 40-hour staff employees shall receive the following Special Pay incentives: Bi-Annual Paramedic Recertification Pay, Recall Pay, Education Pay, and Bilingual Pay. Paramedic Premium Pay may be provided at the discretion of the Fire Chief, and with the approval of the City Manager, based upon the nature of the employee's assignment.

Paramedic Recertification Reimbursement: 40-hour staff employees shall be reimbursed for costs associated with paramedic recertification.

*2014-2017 Firefighters' Association MOU*

**Staffing Maintenance – Fire Stations**

The City and Association agree that considering services, equipment, and operational demands that maintenance of the station staffing as outlined below is in the best interest of the City.

Station 51

- One Fire Captain or qualified move up
- One Fire Engineer or qualified move up
- One Firefighter
- Two Firefighter Paramedics

Station 52

- One Fire Captain or qualified move up
- One Fire Engineer or qualified move up
- One Firefighter Paramedic

However, it is also agreed that there may be situations that will require changes in station staffing. Accordingly, the City reserves the right to effect changes as necessary to address such situations with the understanding that the staffing of any in-service engine will not be less than the following:

- One Fire Captain or qualified move up
- One Fire Engineer or qualified move up
- One Firefighter

*2009-10 Firefighters' Association MOU*

**Police Personnel – 4/10 Schedule**

**Police Management Group**

The 4/10 work schedule shall be implemented for bargaining unit members not assigned to the Patrol Division.

*2003-05 Police Management Group MOU, Section IX*

**Police Officers' Association**

The 4/10 work schedule shall be implemented for Motor Officers and Detectives.

*2003-05 Police Officers' Association MOU, Section X*

**Detective On-Call – Police Officers’ Association**

Effective the first pay period following the City Council adoption on February 6, 2018, employees assigned as a Detective shall rotate weekly to be on-call. The weekly rotation shall begin each Thursday at 5:00 p.m. and end the following Thursday at 5:00 p.m. While assigned to be on-call, a Detective shall be able to take a department assigned vehicle to and from work.

*Resolution No. 18-08, Exhibit 1*

**Donning and Doffing – Police Officers’ Association**

Effective immediately with the adoption of the 2014-2017 Police Officer Association’s MOU, “donning and doffing” is no longer deemed compensable.

*2014-2017 Police Officers’ Association MOU*

**Probation**

**Miscellaneous and Police**

All original and reinstatement appointments shall be tentative and subject to a probationary period of one year; 18 months for entry-level public safety officers. Promotional probationary periods shall be for a period of six months. A leave of absence, other than vacation and temporary military leave, shall cause the probationary period to be extended by the length of such leave. Prior to expiration of an employee’s probationary period, the department head shall recommend to the Director of Human Resources & Risk Management that one of the following actions be taken:

- A. Grant employee permanent status.
- B. Extend the probationary period for a period not to exceed six months.
- C. Terminate the employee because of unsatisfactory performance.

*Civil Service Rules, Rule X, Section 1*

**Fire Captains, Fire Engineers, and Firefighters**

New hire employees shall serve a one-year probation. This probation shall consist of at least 122 shifts of work. Leave time of any type (paid or unpaid) shall not count toward time served or shifts worked.

Promotional probationary employees shall serve a six-month probation. This probation period shall consist of 61 shifts of work. Leave time of any type (paid or unpaid) shall not count toward time served or shifts worked.

*2009-10 Firefighters’ Association MOU, Article 19*

**Shift Change – Fire Management Group**

Effective July 1, 2012, members of the bargaining unit will conduct shift change at 10:00 a.m. This change will be subject to a one-year trial period during which the City may revert back at any time to the previous shift change time of 8:00 a.m.

*2014-2017 Fire Management Group MOU*

### ***Shift Selection – Police Management Group***

Unit members will be allowed to select their first shift of each year based on seniority; otherwise, they will continue the same shift rotation.

Members assigned to the Patrol Division will be allowed to trade platoon assignments with another member of the same rank by requesting and receiving written approval of the Division Commander at least 30 days prior to the beginning of the shift rotation. The Police Department reserves the right to insert personnel into the rotation as necessary for training purposes, which may cause existing personnel to be temporarily or permanently moved to a different platoon. The Department reserves the right to insert personnel into the rotation as necessitated by reassignments and promotions. The Department reserves the right to make platoon reassignments in the event of other necessities that might arise for the orderly functioning of the Department.

*2009-10 Police Management Group MOU, Section 16*

### ***Shift Rotation – Police Officers***

Platoons shall rotate (“shift rotation”) every four months. Police Officers shall select three consecutive four-month shifts in October of each calendar year. The selections shall commence being implemented in January of each calendar year and the rotation shall occur every four months thereafter.

Order of selection of the three consecutive four-month shifts shall be based upon consecutive year’s seniority as a sworn police officer in the employment of the City of San Gabriel. The most senior officer shall first designate the selected shifts, with selections to be followed in order of descending seniority.

However, in no circumstance shall an officer be permitted to select assignment to more than six consecutive shifts of the same platoon. Therefore, in making the shift selections after working six consecutive shifts on the same platoon, it is mandatory that an officer select assignment to one platoon that is the opposite of the time of day represented by the six consecutive shifts previously designated. For example, the opposite of Platoon 1 is Platoon 3 or Platoon 4.

The above method of selecting shifts shall be subject to exceptions based on the following requirements/circumstances:

1. A minimum of two Field Training Officers shall be assigned to each platoon. Continuation or modification of this requirement to provide for less than two Field Training Officers lies in the sole discretion of the Police Chief, with the determination of the Police Chief not being subject to the meet and confer process or administrative or civil challenge of any type.
2. In order to be permitted to participate in the shift selection procedure, an officer must maintain an evaluation of at least “meets standards” for a minimum of two of the three most recent regular evaluation periods. If the officer fails to meet this criteria, the officer shall be prohibited from selecting shifts during the next

regularly scheduled shift selection process, with the officer's shift(s) being designated by department management.

3. Officers assigned to limited duty ("limited duty" as used in this policy refers to permanent and/or temporary limited duty) shall for the duration of that limited duty status be assigned to a shift at the discretion of department management. If an officer is assigned to limited duty on the date(s) that the shift selection occurs for the ensuing three consecutive shift rotations, the officer shall be permitted to participate in the shift selection process, but shall be assigned during the period of limited duty at the discretion of department management.
4. It is agreed and acknowledged by the parties that implementation of this shift rotation policy shall inevitably result in one or more officers being unable to select the first, second, or third shift(s) desired by that officer. In the case of a limited duty employee, he/she shall be allowed to select shifts, but during the term of the limited duty, shall be subject to assignment by department management to a shift other than that which was selected.

It is further agreed and acknowledged that as a result of an exercise by department management of its discretion to assign a limited duty employee to other than a shift selected by that employee, one or more other employees who have selected shifts pursuant to this policy, shall be displaced from that shift(s) as the result of a limited duty employee being assigned by department management and displacing the employee who selected shifts pursuant to this policy.

Therefore, neither the limited duty employee, an employee displaced because of department management's assignment of a limited duty employee, nor the SGPOA or any other entity, shall have standing to exercise the grievance procedure in connection with failure to actually be assigned to, and allowed to perform duties on, that employee's selected/desired shift.

5. The limited duty provisions of this shift rotation policy shall take precedence over any preexisting policy, practice or method of shift assignment as to any limited duty employee. Additionally, this policy shall not preclude department management from assigning a member of the represented unit to an assignment consistent with a Vocational Rehabilitation Plan Agreement, but which is not an assignment that participates in this shift rotation policy.

Once a probationary officer has completed probation, he/she can select their shift at the next regularly scheduled selection period.

For purposes of calculating the maximum number of shift rotations that an officer may select, the calculations will begin fresh as of the rotational periods commencing January 2011.

*2010-11 Police Officers' MOU*

***Subpoena Notice*****Police Management Group**

The City will make every reasonable effort to notify police personnel that they have been served with a subpoena to appear in court 48 hours prior to the scheduled court appearance. However, both parties recognize that there will be exceptions such as the officer is on vacation and cannot easily be located, the subpoena was received after the 48-hour period, etc.

*2009-10 Police Management Group MOU, Article 17*

**Police Officers' Association – Staffing Plan**

The City will make every reasonable effort to notify officers that they have been served with a subpoena to appear in court 48 hours prior to the scheduled court appearance. However, both parties recognize that there will be exceptions when it is impractical to give such notice.

The Police Chief will issue a memo regarding minimum staffing. However, if during the term of the 2009-10 MOU the state of California takes or borrows more than \$100,000.00 in revenues from the City, the City can reopen the issue of minimum staffing at its option.

*2009-10 Police Officers' Association MOU, Article 19*

## **BASIC COMPENSATION – Appointment, Promotion, and Severance**

### ***Compensation to Be Set By Council***

The San Gabriel City Council shall set forth and fix the maximum salaries to be paid to persons holding the designated positions with the City of San Gabriel. All salaries and compensation are hereby fixed in the amounts hereinafter stated on a monthly or hourly basis, and shall be paid biweekly, with the exception of the members of the City Council, the City Clerk, the City Treasurer, and the City Attorney, who shall be paid monthly.

The City Council may, upon the preparation of the budget and approval thereof, and in compliance with the Meyers-Milias-Brown Act, fix salaries in lesser amounts than the amounts stated in the current salary schedule adopted by Council, and no salary shall be paid or received in any amount greater than that fixed in the budget or salary schedule for the fiscal year in which the service of the official or employee is rendered. Nothing herein is intended to override or supersede applicable federal and state law or Memorandums of Understanding that have been approved by the City Council.

*Resolution No. 02-12, Sections 2 & 3*

### ***Basic Compensation Plan***

The basic compensation plan shall consist of the compensation ranges set forth in the City salary schedule. Each such range shall include five steps or rates of pay. All temporary employees whose positions call for a step plan shall be subject to the step plan called for in the salary schedule.

*Resolution No. 02-12, Section 4*

### ***Advancement in Rate of Compensation within Any Range***

Employees shall be considered for compensation adjustment within their respective compensation range prior to the adoption of each budget by the City Council of the City of San Gabriel. Advancement in rate of compensation of employees within their respective ranges shall be based upon the time served in their employment with the City of San Gabriel, satisfactory performance in such employment, recommendation of the department head and approval of the Personnel Director, and financial ability of the City to make such adjustments and shall be progressive as follows:

"B" step upon the completion of six months continuous service in "A" step.

"C" step upon completion of 12 months continuous service in "B" step.

"D" step upon completion of 12 months continuous service in "C" step.

"E" step upon completion of 12 months continuous service in "D" step.

In recommending compensation adjustments in the budget, the department heads shall take into consideration the ranges in the basic compensation plan and the factors mentioned in this section.

*Resolution No. 02-12, Section 7*

**Full-time and Part-time Employment**

All rates of compensation prescribed in the basic plan are the standard rates of compensation authorized for full-time employment. When employment in any class is on a part-time basis, only the equivalent part of the rate for the time actually employed shall be paid. When in the opinion of the City Manager, it is in the best interest for the service of the City, it shall be permissible subject to the provisions of the adopted salary schedule to pay substantially equivalent compensation according to the basic compensation plan, or on any time basis other than that specified in the basic compensation plan.

*Resolution No. 02-12, Section 9*

**Initial Appointment**

The rate of compensation in the case of initial permanent appointment to any class listed in the current salary schedule shall be at the minimum step in the range, provided that the City Manager may approve a higher rate of compensation at any step within the range if he/she shall find that the person appointed thereto is reasonably entitled, because of his/her experience or ability, to a rate in any one of the steps above the minimum or that is impracticable to obtain qualified appointees at the established minimum rate or at any one of the higher steps below the maximum. In no instance shall the rate of compensation allowed for any class be less than the minimum prescribed therefore.

*Resolution No. 02-12, Section 5*

**Promotion and Advance in Rate of Compensation**

When an employee is promoted to a classification with a salary range higher than the range for his/her former position, his/her new salary shall be determined by selecting the step in the salary range for his/her new position, which is a minimum of 2.5% above his/her previous rate of compensation. In no case shall his/her new salary be lower than Step A of the new range nor higher than top step of the new range.

Notwithstanding anything contained in this section, the City Manager may approve a higher rate of compensation at any step within the range if he/she finds that the person promoted thereto is reasonably entitled because of his/her experience and/or ability to a rate in any one of the steps above the minimum, or that it is impracticable to obtain qualified appointees at the established minimum rate or at any one of the higher steps below the maximum.

*Resolution No. 02-12, Section 6*

**Promotional Testing – Paramedic/EMT1**

Promotional testing shall be completed by the end of October every other year for the classes of Fire Engineer and Fire Captain or as needed to establish lists for promotions and qualified move up. The City’s Human Resources Department will complete the process and certify an eligibility list by October 31<sup>st</sup> of each year. Examinations will be scheduled at the convenience of the City after giving due consideration to the interest of the candidates to the extent possible while still complying with the October 31<sup>st</sup> deadline.



If an event occurs outside of the City's control, which impacts the examination process, such as an emergency condition or the filing of a grievance or legal action by one or more of the candidates, the City shall be under no obligation to adhere to the above timeframe. Likewise, the examination schedule can be modified to address anticipated or ongoing personnel vacancies.

*2009-10 Firefighters' Association MOU*

**Re-employment of Former Employees**

If an employee whose employment has been terminated because of lack of work or funds or who has resigned in good standing, is reinstated or reemployed, upon approval of the City Manager, such employee may receive a rate of compensation at a step within the range in excess of the minimum of his/her class.

*Resolution No. 02-12, Section 8*

**Revision in Classification and Compensation Plan**

It shall be the duty of the City Manager to recommend the establishment of new classes of employment or the combination, alteration, or abolishment of existing classes thereof and to investigate existing compensation ranges and rates of compensation and to recommend such changes as he/she deems just and proper when, in his/her opinion, such new classes or such changes become necessary, or whenever he/she is ordered to do so by the City Council of San Gabriel.

*Resolution No. 02-12, Section 10*

**Employee Severance Compensation**

In recognition that Executive Team members serve at the will and pleasure of the City Manager, the City Manager may offer severance pay to any Executive Team member who is terminated involuntarily or pursuant to a negotiated separation agreement, in an amount not to exceed six months of base salary.

The amount of such severance shall be determined by the City Manager and shall be subject to the following provisions:

1. An employee must have at least 24 months of service as an Executive Team member with the City.
2. An employee may be eligible for up to six months of base salary based on years of service as an Executive Team member as follows:

0-24 months	No Severance
24 months	2 months
36 months	3 months
48 months	4 months
60 months	5 months
72 months	6 months

3. The above amounts are maximums; the City Manager may offer a lesser amount or not amount.

4. Any severance pay is conditioned on the execution of a full release and waiver as to all employment related issues by the Executive Team member.
5. This provision shall not apply to any retirement (either service or disability), death, and/or any voluntary resignation by an Executive Team member.

*Resolution No. 14-39, Article 7*

## **INCENTIVE, OVERTIME, AND PREMIUM PAY**

### ***Acting Pay***

With the exception of management, trainees, and employees whose regular assignment includes occasional work in an acting capacity, employees assigned to perform duties allocated to a position in a higher classification shall receive acting pay in accordance with the following, and must satisfy the following conditions and requirements:

1. Time worked in an acting capacity must be for a period of at least 80 consecutive working hours, (eight consecutive working hours for members of the Firefighters' Association), to be considered.
2. The work assumed must be that of a budgeted position performed in the absence of the regular incumbent.
3. At least 90% of the employee's time must be spent in the performance of duties appropriate to the higher-level class.
4. Credit shall not be given for any acting capacity work that is referenced in a class specification as being appropriate to the employee's class.
5. Acting capacity work must be assigned in writing by someone having the authority to do so.
6. Employees in an acting capacity shall receive the appropriate step in the salary range assigned to the position being filled which ensures no less than 5% increase above the employee's current monthly earnings (including additional incentive and premium pays as applicable). Acting pay shall begin the 81<sup>st</sup> consecutive working hour of an acting assignment (eighth consecutive working hour for members of the Firefighters' Association) and shall be retroactive back to the first working hour.
7. Employees who request temporary placement in a higher level position for training purposes or are participating in a training program involving work in an acting capacity shall be ineligible for acting pay.
8. Acting capacity assignments shall be for a maximum period of 90 calendar days unless otherwise approved by the City Manager.
9. Employees assigned to an acting position must meet at least the desirable qualifications of the class to which the position is allocated.

*Resolution No. 02-12, Section 20 and 2005-07 Firefighters' Association MOU, Section 3*

### ***Ambulance Pay – Fire***

Employees classified as Firefighters on July 1, 2001 and receiving the Ambulance Pay of 2.5% shall continue to receive said pay until they are promoted to any class above the rank of Firefighter, including but not limited to Fire Engineer, Fire Captain, and Fire

Division Chief. Additionally, for purposes of this provision, Firefighter/Paramedic shall be deemed a promotional class.

*2003-05 Firefighters' Association MOU, Article 11 – Section 2*

**Bicycle Pay – Police**

Bicycle pay may be authorized by the Police Chief, in an amount not to exceed \$150.00 monthly, for Police Officers and police supervisory/management personnel assigned full-time to bicycle duty.

*Resolution No. 02-12, Exhibits A and B*

**Bilingual Pay**

The City shall pay \$100.00 per month to employees who can demonstrate a skill in Cantonese, Mandarin, Spanish, or Vietnamese at the conversational level, or another language, which the department head and City Manager have approved as being needed in the provision of safety services. In order to receive bilingual pay, the employee shall satisfactorily complete a conversational fluency test in the language for which pay is requested. Employees that successfully pass the language fluency exam shall be made available when called upon to perform a translation at the request of any City department.

*Resolution No. 02-12, Exhibits A, B, D, and E  
2005-07 Represented Safety MOUs adjust monthly rate*

**Canine Officer Pay – Police**

Effective Fiscal Year 17/18, Police Officers and senior Police Officers shall be paid an additional \$300.00 per month over their base salary when assigned as a Canine Officer. Additionally, a Canine Officer will work a 4/9 schedule each week rather than a 4/10 schedule as compensation for the care and feeding of the canine.

*Resolution No. 18-08, Exhibit 1*

**Court Pay – Police**

Officers, Sergeants, and Lieutenants shall be paid a minimum of two hours pay or compensatory time to be computed at straight time rates when they are placed on-call for a court appearance. Personnel that are placed on-call shall be credited two hours for a morning session and two hours for an afternoon session if necessary. In the event such employee is required to report for said appearance, in lieu of the aforementioned "on-call" pay, such Officer, Sergeant, or Lieutenant shall receive a minimum of three hours pay or compensatory time off plus any additional time worked in excess of three hours. Such time worked shall be paid or credited as compensatory time at the discretion of the department head, at the rate of one and 1.5 times the established salary.

*Resolution No. 02-12, Exhibits A and B*

**Detective Pay – Police**

Effective Fiscal Year 17/18, Police Officers and senior Police Officers shall be paid an additional \$300.00 per month over their base salary when assigned as a Detective. To qualify for additional compensation as a Detective, a minimum of 50% of the officer's time must be detailed to detective assignment during any one-work period.

*Resolution No. 18-08, Exhibit 1*

### ***Education Incentive***

#### **Fire Captains, Fire Engineers, and Firefighters**

After two years of employment with the City, Fire Captains, Fire Engineers, and Firefighters will be eligible for the following educational incentive program.

Employees with a Fire Officers Certificate and 60 college units, approved by the Fire Chief, who are not receiving education incentive for a degree, shall be paid an additional 3% of their established salaries.

Employees with an A.A. or A.S. degree in Fire Science or an approved job related major shall be paid an additional 3% of their established salaries.

Employees with a B.A. or B.S. degree in Fire Science or other approved job related major, shall be paid an additional 6% of their established salaries.

Employees with a Masters degree in Fire Science or other approved job related major, shall be paid an additional 8% of their established salaries.

*2005-07 Firefighters' Association MOU, Section 2*

#### **Police Officers**

After two years of employment with the San Gabriel Police Department, Police Officers with an A.A. or A.S. degree shall be paid an additional 3% of their established salary.

Police Officers having qualified for and been issued an Intermediate P.O.S.T. certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional 3% of their established salary.

Police Officers with an A.A. or A.S. degree and an Intermediate P.O.S.T. Certificate shall be paid an additional 4% of their established salary.

Police Officers having qualified for and been issued an Advanced P.O.S.T. certificate, but being ineligible for and/or not having been issued a four-year college degree, shall be paid an additional 5% of their established salary.

Police Officers with a B.A. or B.S. degree shall be paid an additional 6% of their established salary.

Police Officers with a B.A. or B.S. degree and an Advanced P.O.S.T. Certificate shall be paid an additional 8% of their established salary.

Any such pay increase shall be effective the first pay period commencing after the officer has furnished the City with documentary proof that he/she has received the degree or certificate required to be eligible for such increase.

These incentive amounts shall not be in addition to any other education incentive amounts for which a unit member is eligible. For example, a unit member with an A.A. degree and an Intermediate P.O.S.T. certificate presently is eligible for a 4% salary

increase. Application of the above language shall not result in a unit member receiving 7% of salary.

*Resolution No. 02-12, Exhibits A and B  
2014-2017 Police Officers' Association MOU*

### **Police Sergeants and Lieutenants**

After two years of employment with the San Gabriel Police Department, Police Sergeants and Lieutenants with an A.A. or A.S. degree shall be paid an additional 3% of their established salary.

Police Sergeants and Lieutenants having qualified for and been issued an Intermediate P.O.S.T. certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional 3% of their established salary.

Police Sergeants and Lieutenants with an A.A. or A.S. degree and an Intermediate P.O.S.T. Certificate shall be paid an additional 4% of their established salary.

Police Sergeants and Lieutenants having qualified for and been issued an Advanced P.O.S.T. certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional 5% of their established salary.

Police Sergeants and Lieutenants with a B.A. or B.S. degree shall be paid an additional 6% of their established salary.

Police Sergeants and Lieutenants having qualified for and been issued a Supervisory P.O.S.T. certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional 6% of their established salary.

Police Sergeants and Lieutenants with a B.A. or B.S. degree and an Advanced P.O.S.T. Certificate shall be paid an additional 8% of their established salary.

Police Sergeants and Lieutenants with a B.A. or B.S. degree and a Supervisory P.O.S.T. certificate shall be paid an additional 9% of their established salary.

Any such pay increase shall be effective the first pay period commencing after the officer has furnished the City with documentary proof that he/she has received the degree or certificate required to be eligible for such increase.

*Resolution No. 02-12, Exhibits A and B  
2007-09 Police Management Group MOU*

### **Fire Division Chiefs**

Effective June 24, 2017, current employees who possess an A.A. or A.S. degree from an accredited college or university shall receive \$300.00 per month.

Effective June 24, 2017, current employees who possess a B.A. or B.S. degree from an accredited college or university shall receive \$600.00 per month.

*Resolution No. 17-37, Exhibit 2*

**Dispatcher P.O.S.T. Certification Pay**

Effective the first pay period of July 2017, Dispatchers that possess an Intermediate P.O.S.T. Dispatcher Certificate shall receive \$75.00 per month for such certificate. Dispatchers that possess an Advanced P.O.S.T. Dispatcher Certificate shall receive \$125.00 per month for such certificate. An employee is only eligible to receive such P.O.S.T. Certification pay for the highest level earned. Such pay is not cumulative.

Any such certification pay shall be effective the first pay period after the employee has provided the City with documentation that he/she possesses the requisite certification.

*Resolution No. 17-37, Exhibit 3*

**Dispatcher Training Bonus**

Effective January 10, 2015, Police Dispatchers, utilizing the Police Department approved training curriculum, shall receive a bonus of 5% of their base pay while engaged in activities related to the training of newly hired Police Dispatchers and Police Assistants. This bonus pay will only be paid for the actual hours involved in training activities, not necessarily for the entire shift (for example, if the trainee only works a portion of the Police Dispatcher’s shift). Additionally, if two Dispatchers are on-duty when training occurs, only one Dispatcher will be assigned as the trainer and eligible for the bonus pay.

*Resolution No. 14-39, Article 8*

**Field Training Officer Pay and Program**

Effective Fiscal Year 17/18, Police Officers and senior Police Officers shall be paid an additional \$300.00 per month over their base salary when assigned as a Field Training Officer (FTO).

Effective January 5, 2018, the number of employees assigned as a FTO shall be reduced from eight to four. For details on the FTO Program, please see Exhibit A in the 2017-2020 POA MOU.

*Resolution No. 18-08, Exhibit 1*

**Longevity Pay – Fire Personnel**

Effective the first pay period commencing on or after July 1, 2007, eligible Fire Division Chiefs, Fire Captains, Fire Engineers, and Firefighters shall receive longevity pay in accordance with the following schedule. Eligibility for each tier commences with the start of the initial tier level, for example, the start of the fifth year of employment. In accordance with the Firefighters’ Association MOU, “Years of Service” are defined as *cumulative* years of service with the City of San Gabriel. Under the Fire Management’s MOU, “Years of Service” are defined as *consecutive* years of service of with the City of San Gabriel.

5 – 9 years of service	\$500.00 per year
10 – 14 years of service	\$750.00 per year
15 or more years of service	\$1,000.00 per year

Longevity pay shall be paid on a bi-weekly pay period basis.

*2007-09 Firefighters' Association and Fire Officers' Association MOUs*

**Motor Officer Pay – Police**

Effective Fiscal Year 17/18, Police Officers and senior Police Officers shall be paid an additional \$300.00 per month over their base salary when assigned as a Motor Officer.

*Resolution No. 18-08, Exhibit 1*

**Overtime Pay**

In all cases, the City shall follow the requirements of the Fair Labor Standards Act. Overtime shall be compensated at time and one-half (1.5), in pay or compensatory time, at the discretion of the department head. The City shall comply with any current contract provisions regarding overtime.

*Resolution No. 02-12, Section 19*

**FLSA Status**

All unrepresented City employees are considered non-exempt and entitled to be compensated for actual time worked in excess of 40 hours in a workweek, unless working a full-time schedule and designated by the organization as exempt. Therefore, effective January 10, 2015, and pursuant to FLSA regulations, the following classifications are designated as exempt from overtime requirements:

**Executive Team**

Chief City Clerk	Director of Human Resources/Risk Mgmt.
Community Development Director	Mission Playhouse Director
Community Services Director	Police Chief
Finance Director	Public Works Director/City Engineer
Fire Chief	

**Management**

Assistant City Clerk	Mission Playhouse Manager
Building Official/NIS Manager	Parks & Facilities Manager
Community Services Manager	Planning Manager
Economic Development Manager	Principal Civil Engineer
Field Operations Manager	Police Captain
Financial Services Manager	Risk Manager
Fleet Manager	

**Supervisory/Professional**

Accountant	Police Records Supervisor
Associate Civil Engineer	Production Supervisor
Deputy Fire Marshal	Recreation Supervisor
Human Resources Analyst	Revenue Collection Administrator
Management Analyst	Senior Civil Engineer
Plan Check Engineer	Senior NIS Officer



## **Fire Department**

The Fire Division Chief classification and all associated assignments are designated as FLSA exempt and not legally entitled to overtime compensation. The City will not make FLSA exempt status retroactive to July 1, 2014, thereby not having to recalculate overtime and recapturing the 50% premium already paid. Similarly, the City will not recalculate overtime utilizing the retroactive base rate; there will be no adjustments to past overtime already paid.

*Resolution No. 14-39, Article 3, Section A – D  
2014-2017 Fire Management Group MOU*

## **Overtime for Non-Exempt Employees – Miscellaneous**

Effective December 30, 2017, all unrepresented non-exempt City employees shall be entitled to be compensated for actual time worked in excess of 40 hours in a workweek. For purposes of overtime computation, time worked shall only include actual hours worked. The only exception is that vacation hours approved by the Department Director 14 days in advance, or more, shall count as hours worked.

Overtime compensation will be paid in 15-minute increments; any time between a 15-minute period shall be rounded down.

*Resolution No. 17-37, Exhibit 3*

## **Overtime – Fire Division Chiefs**

Notwithstanding above, the City agrees to compensate employees for more than 112 hours worked per pay period for purposes of position coverage from a vacancy due to illness or vacation leave at the employee's base hourly shift rate ("straight time"). Further, the City agrees to compensate employees for more than 112 hours for purposes of position coverage that is known in advance to be reimbursed through local, state, or federal funding, grant funding, or other method of reimbursement at 1.5 times the employee's base hourly shift rate, where funding has been secured in advance (strike teams, for example).

Effective January 1, 2018, employees shall be compensated at straight time for up to eight hours per month when directed by the Fire Chief to attend meetings on a regular day off.

*2014-2017 Fire Management Group MOU  
Resolution No. 17-37, Exhibit 1*

## **Overtime – Fire Captains, Fire Engineers, and Firefighters**

Definition: While the 48/96 schedule is in place for shift employees, overtime is defined as all hours actually worked in excess of 182 hours in a 24-day pay period. If the City Council takes action to terminate the 48/96 schedule, overtime will be defined as all hours actually worked in excess of 204 hours in a 27-day pay period. Overtime for employees assigned to other than shift work shall be those hours over 40 in a seven-day period. For purposes of overtime, paid leave time, with the exception of sick leave, will be considered as time actually worked. Overtime shall be reported in increments of 15 minutes and is non-accumulative and non-payable when incurred in units of less than 15 minutes. Overtime shall not affect leave accruals. Time spent while attending employee

initiated training shall not be considered as time worked for purposes of computing overtime. The City retains the right to require overtime to be worked as necessary.

**Overtime Compensation:** Overtime shall be compensated at 1.5 times the employee's regular rate of pay. Time for which the employee has received 1.5 time shall not be counted as time worked for the purposes of overtime computations.

**Payment:** Payment for overtime shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

**Workweek:** *See section on weekly work hours*

**7K Partial Overtime Exemption:** The City and Association agree to use the 7K partial overtime exemption.

**Premium Pay:** Premium pay is pay received for hours between 192 hours worked and the 182 FLSA maximum regular hours that may be scheduled in a 24-day work cycle. If the City Council takes action to terminate the 48/96 schedule premium pay is the pay received for hours between 216 and 204 hours.

Notwithstanding anything contained in the Agreement (2009-10 FFA MOU) to the contrary, for the purposes of premium pay if a 24-hour shift employee uses sick leave during a 24-day work cycle and works over time during said cycle, such overtime shall be counted as hours worked.

**Recall Pay:** When an employee working a 24-hour shift schedule is called in to work during his/her off duty hours, he/she shall receive a minimum work time credit of four hours. Such minimum shall not apply when the time worked constitutes an extension of the employee's regular shift or when the employee is required to begin his/her regular shift at other than the regular starting time.

*2009-10 Firefighters' Association MOU*

### **Overtime – Sworn Police**

Effective December 30, 2017, employees are entitled to be compensated for actual time worked in excess of 80 hours in a work period.

**Computation of Overtime:** For purposes of overtime computation, time worked shall only include actual hours worked. The only exception is that vacation hours approved by the Police Chief 14 days in advance, or more, shall count as hours worked.

For employees assigned to a 3/12 schedule, four hours of compensatory time will be credited for the four hours worked on their regularly assigned 84 hour shift schedule. In the event that an employee assigned to a 3/12 schedule uses only sick leave and/or discretionary time during the two-week pay period, the four hours of compensatory time will not be credited and the employee will only use a total of 80 hours sick leave and/or

discretionary leave for the two-week pay period. Compensatory time earned counts as total hours worked for purposes of applying paid leave exclusions and calculating overtime at time and one-half (1.5).

Compensation for Overtime: With the exclusion of the four hours of compensatory time given to employees working a 3/12 scheduled as outlined above, overtime worked shall be paid or credited as compensatory time, at the discretion of the employee. If paid, the amount due shall be computed based on the employee's current hourly rate, which shall include their base rate and any incentive pay and/or assignment pay being received. Compensatory time earned counts as total hours worked for purposes of applying paid leave exclusions and calculating overtime at time and one-half (1.5).

Comp. Time Bank: The maximum accumulation in an employee's Compensatory Time Bank shall be 480 hours.

Overtime compensation will be paid in 15-minute increments; any time between a 15-minute period shall be rounded down.

*Resolution No. 18-08, Exhibit 1*

#### **Paramedic Coordinator**

Effective April 14, 2018, an employee assigned as a Paramedic Coordinator shall be compensated at \$250.00 per month. While assigned as a Paramedic Coordinator, an employee must maintain his/her certification as a Paramedic.

*Resolution No. 18-14, Exhibit 1*

#### **Paramedic Premium Pay – Fire**

Effective April 14, 2018, all Firefighters currently receiving paramedic pay shall be reclassified as Firefighter/Paramedics. The monthly 15% paramedic bonus shall be incorporated into the Firefighter/Paramedic monthly base salary.

Fire Captains and Fire Engineers who are certified Paramedics are required to maintain such certification and to perform paramedic duties as a regular part of their jobs. In recognition of these requirements, employees shall be paid an additional 5% of his/her regular rate of pay. Employees assigned to a 40 hour staff assignment may receive a 5% Paramedic Premium Pay at the discretion of the Fire Chief.

Effective with the 2010-11 Fire Management Group's MOU personnel in the Division Chief rank will no longer be required to maintain an EMT-P (Paramedic) license or accreditation as a condition of their employment.

*2010-11 Firefighters' Association MOU  
2010-11 Fire Management Group MOU  
Resolution No. 18-14, Exhibit 1*

#### **Paramedic Re-certification Pay (Bi-Annual)**

After an employee has been certified as a Paramedic and is assigned to perform said duties, he/she shall be paid \$100.00 for each subsequent re-certification.

*2005-07 Firefighters' Association MOU, Article 11 – Section 2*

**School and Community Engagement Team Police Officer**

Effective Fiscal Year 17/18, Police Officers and senior Police Officers shall be paid an additional \$300.00 per month over their base salary when assigned as a School and Community Engagement Team Police Officer.

*Resolution No. 18-08, Exhibit 1*

**Senior Officer Pay – Police**

A Police Officer with five years of service as a Police Officer with the City of San Gabriel shall be designated as a senior Police Officer if one of the following exists:

- A. During the 12 months preceding the officer’s fifth year anniversary the employee received at least a “meets standard” rating on all his/her performance evaluations; or
- B. If the officer fails to meet the above qualification, if at any point he or she receives evaluations for a consecutive 12-month period of at least “meets standards” he or she will then be designated as a senior Police Officer.

Senior Police Officers will receive premium pay equal to 5% of the top step of Police Officer pay.

*2003-05 Police Officers’ Association MOU*

**Special Event Pay – Fire and Police**

Fire and police sworn safety personnel called upon to work Special Events shall be paid 1.5 times top step Firefighter or Police Officer pay.

*Per Department Memo dated 6/24/94*

**Standby and Call Back Pay – Community Development**

Field personnel in the Community Development Department who are placed on standby shall receive a minimum of four hours compensatory time at their straight time rate for a Saturday, Sunday, or holiday standby shift to be taken within two weeks unless otherwise approved by the Department Director.

If called to perform services during a standby assignment, the time worked shall be credited at the 1.5 time rate subject to a minimum of two hours for each call out. Time earned in excess of four hours during any standby assignment shall be compensated in pay or compensatory time at the discretion of the Department Director.

*Resolution No. 02-12, Section 19*

**Standby and Call Back Pay – Public Works**

Public Works Employees shall be placed on standby for a period of one week (commencing at noon on Wednesday and ending at noon on the following Wednesday). When placed on standby, the employee shall receive two hours of base pay at straight time per day.

Standby time is not considered hours worked under FLSA and will not be compensated in any manner except as set forth above.

The employee will be required to carry a cell phone while on standby duty. Employees on standby are required to answer calls or return missed calls within ten minutes and are required to stay within a 60-minute radius of the City. If the employee is able to resolve an issue quickly without actually responding on a call back, no additional compensation shall be provided to the employee other than the above noted standby pay.

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid for a minimum of two hours. Should the employee be called out more than one time within a 24-hour period, the two hour minimum shall only apply to the first Call Back.

*Resolution No. 17-37, Exhibit 3*

***Training Time***  
**Police Officers**

When an employee attends a training program during his/her scheduled work shift(s) and the program lasts for three consecutive days or less for employees on a 12-hour shift or four consecutive days or less for 10-hour shift employees, the employee will be credited with the following work hours for each day he/she is in attendance:

- A. Employees on the 12-hour shift schedule – 12 hours of work time which shall be deemed to include travel time.
- B. Employees on the 10-hour shift schedule – 10 hours of work time shall be deemed to include travel time.
- C. If the employee attends a training program scheduled for one-half a day, e.g., five hours or less, the employee will be credited with work time equal to the actual training time, minimum two hours, and travel time unless the one-half day of training occurs during a two or three day program that is being conducted outside the Los Angeles area. In this event the preceding A or B will apply.

*2005-07 Police Officers' Association MOU, Article 6*

**Lieutenants and Sergeants**

When an employee is ordered to attend a training program during his/her scheduled work shift(s) in which there are at least seven scheduled training hours each day and the program lasts for three consecutive days or less for employees on a 12 hour shift or four consecutive days or less for 10 hour shift employees, the employee will be credited with the following work hours for each day he/she is in attendance:

- A. Employees on the 12-hour shift schedule – 12 hours of work time which shall be deemed to include travel time.
- B. Employees on the 10-hour shift schedule – 10 hours of work time shall be deemed to include travel time.

If the scheduled training hours are less than seven in a day the employee will receive work time credit equal to the number of hours spent in training and travel unless such occurs during a two or three day training program that is being conducted out of the Los Angeles area. In this event the preceding A or B will apply.

*2005-07 Police Management Group MOU, Article 11*

Overtime resulting from department directed training is to be compensated at time and one-half. A minimum of two hours will be credited for an off-duty training session.

*Resolution No. 02-12, Exhibits A and B*

***USAR Pay – Fire***

Effective April 14, 2018, employees qualified at the USAR Heavy Equipment level assigned by the Fire Chief to receive USAR special assignment pay shall be paid \$75.00 per month. The Fire Chief shall determine the number of employees who will receive the pay subject to maximum of six employees per shift. Employees receiving the USAR special assignment pay will be required to requalify every six months.

*Resolution No. 18-14, Exhibit 1*

**INSURANCE BENEFITS**

***Insurance Benefits for FMG, PMG, POA, and Unrepresented Employees***

Effective with the first pay period of January 2018, the City will contribute a maximum of \$1,568.00 per month for employee and dependent monthly medical, dental, and vision premiums for insurance plans offered through the City. Employees will not receive any cash payout of extra monies.

**Insurance Benefits for FFA Members**

**Medical Insurance**

Effective December 1, 2017, the City contribution to medical insurance will be as follows:

Opt Out	\$0.00
Employee Only	\$536.00 per month
Employee + 1	\$1,052.00 per month
Employee + Family	\$1,568.00 per month

*Employees may only opt out if they provide proof of credible group coverage.*

**Dental Insurance**

Effective January 1, 2018, the City contribution for dental insurance will be \$46.78 per month or the monthly dental premium for employee only, whichever is less. Dependents must enroll in the same dental plan as the employee.

**Vision Insurance**

Effective January 1, 2018, the City contribution for vision insurance will be \$18.16 per month. Employees may also purchase coverage in the City-provided vision plan for eligible dependents.

*Resolution No. 18-14, Exhibit 1*

**Flexible Spending Accounts**

**Dependent Care Reimbursement**

Eligible participants in the City's flexible benefit plan may elect to participate in the Dependent Care reimbursement. Employees may set aside a predetermined amount up to a maximum of \$5,000.00 annually.

**Health Care Reimbursement**

Eligible participants in the City's flexible benefit plan may elect to participate in the Health Care reimbursement. Employees may set aside a predetermined amount up to a maximum of \$2,550.00 annually.

Employee contributions to these flexible spending accounts cannot be changed or revoked during the plan year unless there is a qualifying change in family status.

*Resolution No. 97-34, Section 3*

**Life Insurance**

The City will provide term life insurance to all full-time employees (except executive management personnel) in an amount equal to 100% of the employee's annual base salary, minimum \$40,000.00.

Executive management personnel will receive term life insurance equal to a total of 200% of the employee's annual base salary.

*2003-05 Employee Labor Negotiations*

**Long-Term Disability Insurance**

The City shall provide long-term disability insurance for full-time miscellaneous City employees, Police Chief, Police Captain\* and Fire Chief\*. Long-term disability insurance protects against loss of income due to a non-industrial injury or illness. The plan provides eligible employees with 66 2/3% of the employee’s pre-disability earnings beginning on the 61<sup>st</sup> day of the injury or illness, and continues to pay the monthly maximum benefit for two years or until age 65.

*Resolution No. 02-12, Section 24*

*\*Positions added per 2007-09 Labor Negotiation*

**Part-Time Employees**

Part-time employees may purchase vision insurance through the City providing they work a minimum of 20 hours a week and have been employed with the City for at least 61 days.

Medical Insurance: All part-time hourly rated or hourly-based employees are excluded from PERS membership, and as a result, participation in a PERS Health Plan.

*City’s contract with PERS – “Positions Excluded”*

**LEAVES**

**Administrative Leave**

Effective January 10, 2015, and each year thereafter on January 1<sup>st</sup>, full-time City employees shall be granted administrative leave in accordance with the following schedule and only for the following classifications:

<u>Position</u>	<u>Hours Credited</u> <u>Annually</u>
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Assistant City Manager	60
Chief City Clerk	60
City Manager	60
Community Development Director	60
Community Services Director	60
Finance Director	60
Fire Chief	60
Fire Division Chief	60
Director of Human Resources & Risk Mgmt.	60
Mission Playhouse Director	60
Police Chief	60
Public Works Director/City Engineer	60
Assistant City Clerk	40
Assistant Finance Director	40
Building Official/NIS Manager	40
Community Services Manager	40
Economic Development Manager	40
Field Operations Manager	40
Financial Services Manager	40
Fleet Manager	40
Mission Playhouse Manager	40
Parks & Facilities Manager	40
Planning Manager	40
Principal Civil Engineer	40
Police Captain	40
Risk Manager	40
Accountant	32
Associate Civil Engineer	32
Deputy Fire Marshal	32
Human Resources Analyst	32
Management Analyst	32
Plan Check Engineer	32
Police Records Supervisor	32
Production Supervisor	32
Recreation Supervisor	32
Revenue Services Specialist	32
Senior Civil Engineer	32
Senior NIS Officer	32
Senior Planner	32
Stage Manager	32

*Note: For calendar year 2015 only, employees hired prior to December 16, 2014 into the following non-exempt classifications will receive a one-time allocation of administrative leave, as follows:*

<i>Executive Assistant to the City Manager</i>	40
<i>Permit Center Coordinator</i>	24
<i>Executive Assistant</i>	24

Administrative leave refers to paid days off which are to be used during the calendar year at times approved in advance by the employee’s department head or, in the case of department heads, by the City Manager.

Administrative leave is credited on January 1<sup>st</sup> of each year for all eligible employees with the exception of the Police Department. For the Police Department, administrative leave is credited to eligible employees on July 1<sup>st</sup> of each year.

Administrative leave must be used in the calendar year and/or fiscal year in which it is credited. Upon an employee’s separation from the agency for any reason, no payment will be made for unused administrative leave.

Effective December 9, 2017, Police Lieutenants and Sergeants shall no longer be eligible for administrative leave and will be paid out during the second pay period in December for all accrued Administrative Leave.

*Resolution No. 14-39, Article 4, Section A – D  
Resolution No. 17-37, Exhibit 1*

***Bereavement Leave***

24 hours of time off for bereavement leave may be granted with pay by the City Manager, per event, for the death of an employee’s immediate family member—wife, husband, child, stepchild, parent, brother, sister, or grandparent (including natural, adopted, in-law, step, and half). Upon recommendation of the department head and approval of the City Manager, bereavement leave may be granted for a member of the family other than those listed above.

For fire personnel: 48 hours of time off for bereavement leave may be granted by the City Manager, per event.

*Resolution No. 17-37, Exhibits 1, 2, and 3  
Resolution No. 18-08, Exhibit 1  
Resolution No. 18-14, Exhibit 1*

***Compensatory Time Off  
Sworn Fire Personnel***

Fire officers and members of the Firefighters’ Association can earn compensatory time off to a maximum of 120 hours. Compensatory time off shall be earned at the same rate and in the same way as overtime. Compensatory time off may be taken at the discretion of the department head. Firefighters’ Association members will not be denied use of compensatory time off where such use will not require the City to pay overtime to fill a vacancy. Once compensatory time off is approved it cannot be revoked later than 14 days before the date it is to be taken, except in cases of emergency.

**FMLA and CFRA Leave**

Employees meeting the eligibility requirements for leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and meeting the definitions for which leave is authorized, shall be entitled to said leave in accordance with state and federal law.

In all qualifying circumstances, all accrued paid and/or unpaid leave shall run concurrently with FMLA and CFRA leave. In all circumstances, it shall be the City's responsibility to designate leave, paid or unpaid, as qualifying, and to give notice of the designation to the employee.

*Resolution No. 02-12, Section 26 – M*

**Holidays**

**Fire Shift Personnel**

Holiday leave is paid at the employee's current salary, at a rate of 156 hours per year for 56-hour shift employees and a rate of 111 hours for 40-hour staff employees. Effective January 2008, holiday leave shall be paid on a bi-weekly pay-period basis. Holiday pay is for holidays that have occurred in the preceding year and, when appropriate, shall be pro-rated in accordance with the employee's hire date and/or date of separation from service.

*2007-09 Firefighters' Association and Fire Officers MOUs  
2014-2017 Firefighters' Association MOU*

**Miscellaneous and Police**

The City shall observe the following holidays:

<b>January</b>	New Year's Day Martin Luther King, Jr. Day
<b>February</b>	Presidents Day
<b>May</b>	Memorial Day
<b>July</b>	Independence Day
<b>September</b>	Labor Day
<b>November</b>	Veterans Day Thanksgiving Day after Thanksgiving
<b>December</b>	Christmas Eve Christmas Day New Year's Eve

Effective Fiscal Year 17/18, the City will grant an additional four hours on Christmas Eve and an additional four hours on New Year's Eve, for a total of 104 holiday hours per year (this includes a Floating Holiday of eight hours). Holidays are credited at the rate of eight hours each.

*Resolution No. 17-37, Exhibits 1, 2, and 3*

### **Police Sergeants and Lieutenants**

Beginning January 1, 2018, holiday hours will be paid out each pay period at the rate of four hours per pay period based on the employee's base rate of pay. Such pay out of holiday hours shall be paid at straight time and have no effect on overtime.

Should an employee separate from City employment prior to the end of the calendar year, he/she shall not be eligible to receive any holiday pay beyond the date of separation from City service. Additionally, an employee on leave of absence without pay shall not be eligible for holiday pay.

*Resolution No. 17-37, Exhibit 3*

### **Holiday Buy Back Program**

An employee who has credited, unused holiday time at the end of the year may receive pay for a maximum of eight hours of said time to be paid out the second pay period in January.

*Resolution No. 02-12, Section 26 – F  
2005-07 Police Management and Police Officers MOUs and Misc. Labor Agreement  
2007-09 Police Management and Police Officers MOUs and Misc. Labor Agreement*

### **Industrial Injury / Workers' Compensation**

Whenever any employee is compelled to be absent from duty due to an injury arising out of and in the course of his/her employment, compensation shall be paid in accordance with and under the provisions of the Workers' Compensation Insurance and Safety Act of the State of California. Miscellaneous employees who qualify under the section may receive full pay up to 720 working hours; public safety personnel who qualify shall receive full pay up to one year pursuant to Labor Code Section 4850.

Except as to sworn police and fire personnel, payments made pursuant to this section are the functional equivalent of and of the same general character as all workers' compensation benefits due to an employee or his/her dependents as the result of an industrially related disability or death. Payments made pursuant to this section are advances against compensation due.

*Resolution No. 02-12, Section 26 – G*

### **Jury Duty**

A full-time employee who is called or required to serve as a trial juror shall be entitled to absent himself from his/her duties with the City during the period he/she is actively participating as a juror.

A full time employee who is called or required to serve as a juror shall be entitled to his/her regular rate of pay for the hours of absence from work during which he/she is serving as a juror. As a condition of the receipt of said pay, the employee shall submit to the City a "Jury Duty Certificate" form stating the time served on jury duty. Any Jury Duty pay, excluding travel expense reimbursements, received during the employee's absence from work will be turned over to the City.

*Resolution No. 02-12, Section 26 – J, as amended by current practice*

### **Leave of Absence without Pay**

The City Manager may grant a permanent or probationary employee leave of absence without pay or loss of seniority for a period not to exceed six months. Any leave of absence for a period longer than six months may be approved by the City Council, but in no event shall a leave of absence exceed one year, with the exception of military leave. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. The approval will be in writing.

Upon expiration of an approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to a position in the class held at the time leave was granted or to a similar position if the class no longer exists. Failure on the part of an employee on leave to report for duty at the end of the leave period or within a reasonable time after notice to return to duty shall be cause for dismissal. An employee on leave of absence without pay shall not receive or accrue employee benefits.

*Resolution No. 02-12, Section 26 – K*

### **Maternity Leave**

Maternity leave shall be provided in accordance with the requirements of state and federal law.

*Resolution No. 02-12, Section 26 – L*

### **Military Leave**

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity, within the limits of military regulation, to determine when such leave shall be taken. Any full-time, regular employee (including probationary) who is called into the Armed Services of the United States Army, Navy, Marine Corps, Uniformed Services or category of persons designated by the President of the United States in time of war or emergency for active duty shall be allowed a leave of absence with pay in accordance with the City Military Leave Supplemental Differential Pay and Benefit Continuation Policy (See Appendix A).

*Resolution No. 02-51*

### **Sick Leave**

#### **Fire Personnel**

Purpose: Sick leave with pay shall be granted to all full-time employees. Sick leave shall not be considered as a right that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal or family sickness or disability.

Crediting of Sick Leave: Upon completion of the first 90 days of employment, shift employees shall be credited with 72 hours of sick leave and non-shift employees with 48 hours of sick leave. After the first 90 days, sick leave shall be credited at the rate of 5.5385 hours per pay period for shift employees and 3.6923 hours per pay period for non-shift employees. Unused sick leave shall be accumulated without limit.

Notice of Illness or Injury: The Captain or designee must be notified at least one hour prior to the start of the employee's scheduled tour of duty of an illness or injury that will

necessitate his/her absence. It is the responsibility of the employee to keep the City informed as to a continued absence beyond the first day of a prolonged illness or injury. A failure to do so may result in the denial of sick leave.

Review: The City may review and determine the justification of any request for sick leave. At the request of the City, a doctor's or dentist's certificate or other adequate proof of illness or injury shall be provided by the employee in case of an absence involving more than 72 consecutive scheduled work hours for shift employees and 24 consecutive scheduled work hours for non-shift employees. Evidence substantiating the use of leave for trivial dispositions, instances of misrepresentation, or violation of the rules defined herein shall be grounds for disciplinary action.

Should an employee not have accrued sick leave available, the absence shall be charged to leave without pay (LWOP). If the employee provides doctor certification of the illness, the Fire Chief shall have discretion to determine whether the absence may be charged to accrued leave.

*2005-07 Firefighters' Association MOU, Article 15 – Section 3  
Resolution No. 18-14, Exhibit 1*

### **Miscellaneous and Police**

Sick leave with pay shall be granted to all full-time employees within the competitive service. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual personal or family sickness or disability. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the Personnel Director prior to or within four hours after the time set for beginning his/her daily duties, or as may be specified by the head of his/her department. If sick leave is in excess of three working days, a physician's statement is required indicating the reason for such absence.

Upon completion of the first 90 days of employment, each employee shall be credited with 48 hours of sick leave. After the first 90 days, sick leave shall be earned and credited at the rate of 3.6923 hour per pay period. Unused sick leave shall be accumulated without limit.

Should an employee not have accrued sick leave available, the absence shall be charged to leave without pay (LWOP). If the employee provides doctor certification of the illness, the department head shall have the discretion to determine whether the absence may be charged to accrued leave.

*Resolution No. 02-12, Section 26 – D  
Resolution No. 15-13  
Resolution No. 17-37, Exhibits 1, 2, and 3  
Resolution No. 18-08, Exhibit 1*

### **Sick Leave Buy Back Program**

Miscellaneous employees are eligible to participate in the Sick Leave Buy Back Program which provides for payment, at the employee's option, of 50% percent of sick leave credited but unused during the 12-month period ending October 31<sup>st</sup> of each year.

Payment shall be paid at the employee's current rate of pay; sick leave that is not paid off will remain in the employee's sick leave bank.

For safety employees to be eligible to participate in the Sick Leave Buy Back program, they must have completed one year of employment with the City.

Payment of unused sick leave shall be included in the 1<sup>st</sup> paycheck in December.

*2003-05 Labor Agreement, Miscellaneous Benefits  
2005-07, 07-09 Fire and Police MOUs*

**Sick Leave Credit – Police Officers**

Lateral Police Officers will have sick leave earned in another public agency, for which they were not compensated upon termination from the agency, credited to their sick leave account in San Gabriel after they pass probation. Eligibility for this program is contingent upon the employee being hired by the City of San Gabriel within 30 days after the effective date of his/her termination from the agency where the sick leave was earned.

*2003-05 Police Officers' Association MOU, XI*

**Vacation**

All full-time employees in the competitive service shall be entitled to annual vacation leave with pay at the following schedules:

Fire 56 Hour Shift Personnel

<u>Years of Service</u>	<u>Annual Accrual</u>
1 – 4	144 Hours
5 – 9	192 Hours
10 – 14	216 Hours
15+	240 Hours

Fire 40 Hour Staff Personnel

<u>Years of Service</u>	<u>Annual Accrual</u>
1 – 4	103 Hours
5 – 9	137 Hours
10 – 14	154 Hours
15+	171 Hours

Management, Miscellaneous, Police Officers

<u>Years of Service</u>	<u>Annual Accrual</u>
1 – 4	80 Hours
5 – 9	120 Hours
10	128 Hours
11	136 Hours
12	144 Hours
13	152 Hours
14+	160 Hours

Police Management

<u>Years of Service</u>	<u>Annual Accrual</u>
1 – 4	80 Hours
5 – 9	120 Hours
10	128 Hours
11	136 Hours
12	144 Hours
13	152 Hours
14	160 Hours
15	168 Hours
16	176 Hours
17	184 Hours
18	192 Hours
19+	200 Hours

Effective the first pay period in December 2017, the maximum vacation accrual rate shall be 360 hours. Effective the first pay period in December 2017, the maximum vacation accrual rate will be enforced. No vacation hours will accrue in excess of the maximum accrual.

Effective the first pay period in December 2017, any vacation hours in excess of the maximum accrual of 360 hours will be placed into a Vacation "B" Bank.

For fire personnel: Effective April 14, 2018, the first pay period following City Council adoption, the maximum vacation accrual rate shall be 504 hours. No vacation hours will accrue in excess of the maximum accrual.

*Resolution No. 17-37, Exhibits 1, 2, and 3  
Resolution No. 18-08, Exhibit 1  
Resolution No. 18-14, Exhibit 1*

***Vacation Time Cash Out***

Effective Fiscal Year 17/18, each year during the first full week in November (for FY 17/18 only, during the designated period in December), an employee may voluntarily elect to be paid in cash for up to a maximum of 40 hours of accrued vacation (fire personnel may elect up to a maximum of 56 hours).

The cash payout shall be included in the paycheck for the first pay period in December (for FY 17/18 only, the cash payout shall be included in the paycheck for the second pay period of December).

Employees with hours in a Vacation "B" Bank must participate in the Annual Vacation Buyback each December and must buy back the full 40 hours of vacation until this Vacation "B" Bank is depleted.

Any future cash payout from the Vacation "B" Bank will be based on the employee's base rate of pay as of December 1, 2017.



Should an employee choose to use hours from their Vacation "B" Bank when taking vacation leave, these hours will be used based on the employee's then current base rate of pay.

*Resolution No. 17-37, Exhibits 1, 2, and 3*

***Witness Leave – Fire Personnel***

An employee attending a legal proceeding (administrative, civil, or criminal) in his/her own case against the City will not be paid for this time.

A party (either the City, the Firefighters' Association, or an individual employee) who calls an employee as a witness in a legal proceeding (administrative, civil, or criminal) shall be responsible for compensating that employee for his/her attendance at that legal proceeding.

*Resolution No. 18-14, Exhibit 1*

**RETIREMENT**

### ***Military Service Credit***

The City has contracted with CalPERS to provide for "Military Service Credit as Public Service" pursuant to Government Code Section 21024.

*2003-05 Employee Labor Agreements*

### ***960 Program – Police Officers***

The City, at the Police Chief's discretion, will allow Police Officers who voluntarily retire from City service, and who are at least 50 years of age at the time of retirement, to be rehired as a Contract Service Worker (CSW-Retiree) in his/her previous position for a period not to exceed 960 hours in the fiscal year of retirement and for an additional 960 hours in the fiscal year following retirement. The CSW-Retiree will be paid at the hourly rate earned and hold the same rank as on the last full day of employment.

CSW-Retirees are employed on an at-will basis and may be separated at any time, without cause, and without right of appeal. The provisions of the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et.seq.) do not apply to CSW-Retirees. CSW-Retirees shall not be covered by the provisions of the Memorandum of Understanding (MOU). All applicable PERS regulations regarding the employment of retirees shall apply.

*2010-11 Police Officers' Association MOU*

### ***PERS Retirement Benefit***

Effective January 1, 2013, the employees' retirement formula shall be determined by a three-tier system. The first tier refers to an employee (also known as a classic member) currently contributing to the California Public Employees Retirement System (CalPERS).

The second tier refers to an employee (also known as a new member and/or classic member) that has: 1. not contributed to CalPERS and was hired between November 3, 2012 through January 1, 2013, or 2. contributed to CalPERS without a break in service that exceeds six months and was hired on or after January 1, 2013 (this includes lateral transfers).

The third tier refers to an employee (also known as a new member) that has never contributed to CalPERS or has exceeded a break in service that exceeds six months.

### ***Miscellaneous Employees***

#### Tier 1

Effective June 13, 2013, employees hired prior to November 3, 2012, shall pay the entire portion of the required 8% employee contribution on behalf of the employee to CalPERS.

The City has contracted with PERS to provide tier one employees with the 2.7% at 55 Retirement Benefit with the single highest one-year salary calculated as final compensation.

#### Tier 2

Employees hired between November 3, 2012, and January 1, 2013, shall pay seven 7% employee contribution on behalf of the employee to CalPERS.

The City has contracted with PERS to provide tier two employees with the 2% at 60 Retirement Benefit with three years of their highest average salary calculated as final compensation.

#### Tier 3

Employees hired after January 1, 2013, shall pay 6.5% employee contribution on behalf of the employee to CalPERS.

The City has contracted with PERS to provide tier two employees with the 2% at 62 Retirement Benefit with three years of their highest average salary calculated as final compensation.

### **Sworn Safety Employees**

#### Tier 1

Effective June 13, 2013, employees hired prior to November 3, 2012, shall pay the entire portion of the required 9% employee contribution on behalf of the employee to CalPERS.

The City has contracted with PERS to provide tier one employees with the 3% at 50 Retirement Benefit with the single highest one-year salary calculated as final compensation.

#### Tier 2

Employees hired between November 3, 2012, and January 1, 2013, shall pay 9% employee contribution on behalf of the employee to CalPERS.

The City has contracted with PERS to provide tier two employees with the 2% at 50 Retirement Benefit with three years of their highest average salary calculated as final compensation.

#### Tier 3

Employees hired after January 1, 2013, shall pay 12.25% employee contribution on behalf of the employee to CalPERS.

The City has contracted with PERS to provide tier two employees with the 2.7% at 57 Retirement Benefit with three years of their highest average salary calculated as final compensation.

*2011-12 Meet and Confer Process  
2011-2014 Agreements Memo dated August 7, 2012*

### **Post-Retirement Health Benefits**

The City contracts with the California Public Employees' Retirement System to provide benefits under California Government Code section 22893. It is the City's intent to provide the benefits described in Government Code Section 22893 to employees hired after July 2003 and to all current employees hired before July 1, 2003 who, in writing,

elect to be covered by this provision. All current retirees, and employees who do not elect to be covered by this provision, shall receive \$150.00 per month as a City contribution toward retiree medical insurance premiums if they continue to use a health plan offered under CalPERS. If the City elects not to maintain an active contract with CalPERS for medical insurance under the Public Employees' Medical and Hospital Care Act, all employees and retirees will receive the same benefit formula provided in Government Code Section 22893 applied toward medical insurance premiums for any new medical insurance plans contracted for by the City.

*2003-05 Employee Labor Agreements*

### **Retired Death Benefit**

The City contracts with the California Public Employees' Retirement System to provide a "Retired Employee Death Benefit" pursuant to Section 21623.5 of the California Government Code in the amount of \$5,000.00.

*2003-05 Employee Labor Agreements*

### **Public Agency Retirement System (PARS)**

On January 1, 2012, the City of San Gabriel adopted the PARS 457 Alternative Retirement System Plan. PARS is an alternative plan to Social Security for part-time, seasonal, and temporary employees. Part-time employees will contribute 7.5% of their salary on a pre-tax basis. Full-time employees do not participate in PARS.

*Resolution No. 11-35*

### **Survivor Benefit**

The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit and died before retirement. The City contracts with PERS to provide full-time employees with the 4<sup>th</sup> level of this Survivor Benefit.

*1997 Contract Amendment with CalPERS*

### **Unused Sick Leave at Retirement**

#### **Pay for Unused Leave**

Any permanent employee retiring from City employment shall be paid for 33 1/3% percent of his/her accumulated and unused sick leave. Said compensation shall be at the employee's final rate of pay.

*Resolution No. 02-12, Section 26 – E*

### **PERS Service Credit for Unused Sick Leave**

Pursuant to California Government Code Section 20965, Credit for unused Sick Leave, provides that an employee shall be credited at his/her retirement with 0.004 years of service for each unused (and unpaid) day of sick leave certified to the Public Employees' Retirement System by his/her employer. For purposes of this Section, it is understood that eight hours of accrued sick leave is equal to one unused day of sick leave (this is true for fire shift personnel as well\*), and that sick leave for which the employee receives compensation from the City upon his/her retirement is not unused sick leave.

*1997-99 Labor Agreements*

*\*See 2003-05 Firefighters' Association M OU, Article 13 – Section 1*

## **APPENDIX**

Military Differential Pay – Appendix A

## **MILITARY LEAVE SUPPLEMENTAL DIFFERENTIAL PAY & BENEFIT POLICY**

### Purpose:

To set forth the City's policy as it relates to Military Leave of Absence for full-time, regular employees.

### Authority:

California Military & Veterans Code § 389 *et seq.*; Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §. 4301 *et seq.*, and City Council action of November 19, 2002.

### Definitions:

1. "Uniformed Services" for the purpose of this policy is defined as Reserves of the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, as well as any other category of persons designated by the President of the United States in time of war or emergency.
2. Service in the "Uniformed Service" means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full time National Guard duty.

### Benefits:

In order to qualify for benefits under this policy, an employee must be absent from work because they have been involuntarily called to active service in the Armed Services or Uniformed Service in time of National or State emergency. For voluntary service, inactive duty training and annual training in the uniformed service, all benefits shall be as required under the California Military & Veterans Code § 389, *et seq.*, and the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. § 4301 *et seq.*

### Wages:

An employee on Military Leave as a result of being involuntarily called for active service in the Uniformed Service during time of National or State emergency will continue to receive their full salary for a period of one month (30 calendar days) from the date they are ordered to report for duty.

Employees who are on active duty longer than 30 calendar days, will be provided supplemental differential pay if the employee's base monthly military pay plus any regularly recurring bonus, specialty, uniform or other enhancements to base monthly military pay is less than his or her base monthly City pay, plus any regularly recurring bonus, specialty, uniform or other enhancements to base monthly City pay. Then, for an additional 335 days following the conclusion of the initial one-month period, the City will continue to pay the difference so that the employee's base pay per month at least equals the amount of pay she/he would earn if she/he would not have been mobilized, subject to all necessary and appropriate deductions and withholdings.

In order to access this continuation of wage benefit, the employee must provide documentation of their military pay in a form acceptable to the City Manager or his designee.

Health Insurance Benefits:

Medical/Dental: The City will continue the City's contribution to the employee's medical and dental coverage for up to one year commencing with the date the employee is ordered to report for duty for active service in the Armed Services or Uniformed Service during time of National or State emergency.

Vision/EAP: The City will continue City-paid coverage for vision and access to benefits provided by the City's Employee Assistance Program (EAP) for up to one year commencing with the date the employee is ordered to report for duty for active service in the uniformed service during time of National or State emergency.

LTD/Life/AD&D: Underwriting policy for the City's Long Term Disability (LTD), Life Insurance and Accidental Death & Disability (AD&D) plans require that an employee be "actively at work" for continued coverage or have as an exclusion Military Service. Due to these carrier restrictions, coverage under these plans is suspended during the period the employee is on Military Leave of Absence for active service in the uniformed service during time of National or State Emergency.

Accrual of Benefits:

Vacation/Holiday/Sick: Accrual of vacation, holiday and sick leave will continue while the employee is on paid status during the period of Military Leave for active service in the uniformed service during time of National or State emergency.

Public Employees Retirement Law and Military and Veterans Code:

PERS contributions: During the period in which the employee continues to be on the City payroll, the employee's regular City salary will be reported to PERS and administered according to the PERS contract. A copy of the PERS contract, detailing all benefits, is available in the Finance Department.

Procedure:

1. Employees who volunteer or are called to active (or inactive) military service shall give their respective department head reasonable notice of such orders, within the limits of military regulations.
  - a. Whenever possible, the employee shall notify his/her department of such leave request at least ten (10) working days in advance of the beginning date of such leave;
  - b. When making a military leave request, the employee shall provide a copy of his/her active/inactive duty orders to his/her supervisor.
  - c. When in the performance of inactive duty (or weekend) training the employee shall comply with "a." and "b." above, in addition to arranging workload priorities and work schedules to cover these situations.

2. The department director shall notify Personnel in writing (Personal Action Form) of any employee who will be reporting to active military service, including a copy of said orders.
3. The employee must submit proper documentation of their military pay. Proper documentation may include but is not limited to a pay stub or other deposit information and indicate base pay, bonuses, specialty pay, etc.
4. The employee's department will forward this information to payroll staff.
5. It is the responsibility of the employee to submit documentation to the City anytime their military pay changes.

Return to Work Status:

Upon the employee's release from active duty and if medically able, the City will require that the employee return-to-work for at least six months. Any employee who is provided this benefit must return to work consistent with the Military and Veterans Code. Employees who have received benefits and elect not to return to City service following active duty for reasons other than their own medical condition, and within the required reporting periods, would be required to repay the City for the costs of all supplemental compensation in accordance with the Military and Veterans Code.

Reemployment:

Pursuant to provisions of the USERRA, an employee returning from Military Leave is entitled to reemployment to his/her previous position (or a position of similar seniority, status and pay) if:

1. The person has given advance written or verbal notice of such military service;
2. The cumulative length of the absence and of all previous absences from a position of employment with the City does not exceed five years; and
3. The returning veteran reports to, or submits a reemployment application, to the City in accordance with the notice requirements listed below (38 U.S.C. § 4312(a)).

The notice requirements for reemployment are:

<b>Length of Absence from Employment Due to Uniform Service</b>	<b>Deadline for Applying for Reemployment</b>
Less than 31 days	Eight hours following their return from service to report for their next scheduled work period.
Between 31 & 180 days	Fourteen (14) days following their return from service to apply for reemployment.
More than 181 days	Ninety (90) days following their return from service to apply for reemployment.

*Note: The reemployment application deadlines may be extended for two years or more when an employee suffers service-related injuries that prevents him/her from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.*