

**CITY OF SAN RAMON**

**UNREPRESENTED MISCELLANEOUS**

**EMPLOYEES**



**MEMORANDUM OF UNDERSTANDING**

**July 1, 2014 to June 30, 2018**

**CITY OF SAN RAMON  
UNREPRESENTED MISCELLANEOUS EMPLOYEES  
MEMORANDUM OF UNDERSTANDING**

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## **DEFINITIONS**

### **Regular Full-Time Employee**

Regular Full-Time Employee shall mean a person employed by the City in a full-time capacity, who has successfully completed a probationary period, and has been retained according to the provisions of the Personnel Rules and Regulations.

### **Regular Part-Time Employee**

Regular Part-Time Employee shall mean a person employed in a regularly budgeted class of position to which a regular employee may be appointed and whose normal work schedule is less than the standard hours of work, but at least 20 hours per workweek.

### **Newly Hired Employee**

Newly Hired Employee shall mean a person who has not completed a probationary period in any position within the organization or a person who has previously completed a probationary period but has had more than a three month break in service from the City.

### **Probationary Employee**

Probationary Employee shall mean an employee working a test period during which he or she is required to demonstrate his or her fitness to perform the duties of the class of position to which he or she is appointed by actual performance of those duties.

**Immediate Family of an Employee** shall mean the following:

- (a) Sick Leave Usage shall include spouse, or registered domestic partner, and the following relatives: children of either spouse, parent of either spouse or relative that the employee has primary care giver responsibilities for.
- (b) Bereavement Leave shall include spouse, or registered domestic partner, and the following relatives of his or her spouse: children of either spouse, step children, parent of either spouse, brother or sister of either spouse, half-brother or half-sister of either spouse, either grandparent and grandchildren.
- (c) Employment shall mean spouse, spousal equivalent, registered domestic partner, parents, children, siblings, grandparents or other dependents living in the home, as well as the family of the spouse or spousal equivalent.
- (d) With respect to use of FMLA leave, immediate family shall include spouse, registered domestic partner, child or parent.

### **Appointing Authority**

Appointing Authority shall mean the City Manager or his/her designee.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN RAMON  
AND  
UNREPRESENTED MISCELLANEOUS EMPLOYEES**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et. seq., of the Government Code of the State of California.

This Memorandum of Understanding shall be presented to the City Council and shall remain in full force and effect from July 1, 2014 to June 30, 2018.

**Section 1      RECOGNITION**

1.1      Unrepresented Recognition

The City of San Ramon hereby identifies Unrepresented Miscellaneous Employees as the following class specifications: Director, Division Manager, Program Manager, Senior Administrative Analyst, Administrative Analyst, Executive Assistant, Administrative Coordinator, Computer Specialist, Computer Technician, Senior Engineer, Associate Engineer, Assistant Engineer, Engineering Specialist, Supervising Inspector, Senior Inspector, Inspector, Office Specialist, Office Technician I/II, Senior Planner, Associate Planner, Assistant Planner, Planning Specialist, Building Plans Examiner, Recreation Supervisor, Recreation Coordinator, Recreation Technician, City Clerk, Deputy City Clerk, Deputy City Attorney, and Accountant excluding all employees in the following categories: temporary, represented by SEIU Local 1021, and San Ramon Police Officer's Association.

1.2      City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of San Ramon, hereinafter referred to as the "City" in employer-employee relations.

**Section 2      NO DISCRIMINATION**

Discrimination or harassment based on age, sex, religion, color, disability, race, national origin, ancestry, citizenship, marital status, veteran status, medical condition, or sexual orientation is prohibited.

**Section 3      CITY RIGHTS**

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

The following rights shall remain solely a function of management except as may be limited by this agreement and/or by applicable state and federal law:

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for.
5. Direct employees, including scheduling and assigning work, work hours, and overtime.
6. Establish employee performance standards and to require compliance therewith.
7. Discharge, suspend, demote, reduce in pay, reprimand, and withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
9. Implement rules, regulations, and directives consistent with law and the specific provisions of this Memorandum of Understanding.
10. Take all necessary actions to protect the public and carry out its mission in emergencies.

#### **Section 4      PROBATIONARY PERIOD**

##### **4.1      Probationary Period**

All new appointments and reappointments shall be tentative and subject to a probationary period dated from the time of appointment to a regular full-time or regular part-time position. The probationary period for new appointments and reappointments shall be for a twelve (12) month period of actual service. The City Manager, upon written request of the Department Head, may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of eighteen (18) months. The probationary period for promotional appointments shall be for a six (6) month period of actual service. The City Manager, upon written request of the Department head may grant an extension of the probationary

period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of twelve (12) months.

#### 4.2 Employee Performance Report

Each probationary employee shall have his/her performance evaluated at the end of the first twelve (12) months of service or at more frequent intervals when deemed necessary by the appointing authority. Such evaluations shall be reported in writing and in a form approved by the City Manager.

#### 4.3 Dismissal of Newly Hired Employees

During the probationary period, a newly hired employee may be suspended, demoted or dismissed at any time by the appointing authority without the right of appeal. Notification of dismissal in writing shall be served on the newly hired employee and a copy filed with Employee Services.

#### 4.4 Demotion of Promoted Employees

An employee who is promoted to a new position in a higher classification may be demoted to his/her previous position at any time during the probationary period without recourse to right of appeal. The employee shall be returned to the position which he/she held prior to the promotion and shall be placed at the salary level held prior to the promotion.

### **Section 5**      **COMPENSATION**

#### 5.1 Merit System

In order to properly compensate an employee, adjustments in salary shall be based on a merit system. Adjustments shall not be automatic, but shall depend upon performance evaluation. All merit adjustments are recommended by the Department Head and approved by the City Manager.

#### 5.2 Salary and Wage Plan

The City Manager shall administer the Compensation Plan for employees.

1. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired.
2. New employees who are hired shall be placed on the salary scale. All initial employment shall be at a salary level which is within the salary range for the classification for which the employee is hired. No employee shall be hired or promoted to a level below the salary range minimum without mutual agreement between the City and the employee.

3. Effective dates for the purpose of performance review and merit adjustments will be on the anniversary of the date of hire or, if applicable, the anniversary date of the most recent promotion.
4. Employees will be evaluated for performance-based merit adjustments thirty (30) days prior to their anniversary date. Merit adjustments will be effective on the anniversary of the date of hire or, if applicable, the anniversary date of the most recent promotion.
5. All pay for performance bonuses will be paid on a one-time non-cumulative basis.

### 5.3 Salary Adjustments

Adjustments in salary shall be based upon employee performance as determined by the performance evaluation. It is the duty of the supervisor and Department Head to give a fair and unbiased evaluation based on job performance of the employee. Salary increases shall be effective on the anniversary of the date of hire or, if applicable, the anniversary date of the most recent promotion.

Adjustments in salary shall be determined as follows:

Effective July 1, 2014, salary ranges (top and bottom) shall be adjusted 3.62%.

Effective July 1, 2015, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from June 2014 through June 2015 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The minimum adjustment shall be no less than 1% (one percent) and no greater than 4% (four percent).

Effective July 1, 2016, salary ranges (top and bottom) shall be adjusted based on the results of a salary survey so that the top of the ranges are at the 75% percentile of the City's comparator agencies. The minimum adjustment shall be no less than 1% (one percent) and no greater than 4% (four percent).

Effective July 1, 2017, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from June 2016 through June 2017 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The minimum adjustment shall be no less than 1% (one percent) and no greater than 4% (four percent).

#### For Employees Who Have Not Reached the Top of the Range

- a. Employees who receive a "Does Not Meet Standards" (less than 3.00 score) evaluation are ineligible for any adjustment.

- b. For the period of July 1, 2014 through June 30, 2015, employees who receive a “Meets Standards” or higher evaluation shall receive an increase in pay based on their rating as follows:

Exemplary	Score of 4.50 to 5.00	5.0% plus one discretionary day
Exceeds Standard	Score of 4.00 to 4.49	5.0%
Meets Standard	Score of 3.75 to 3.99	4.0%
	Score of 3.50 to 3.74	3.5%
	Score of 3.25 to 3.49	3.0%
	Score of 3.00 to 3.24	2.5%

- c. For the period of July 1, 2015 through June 30, 2018, employees who receive “Meets Standards” or higher evaluation shall receive an increase in pay based on their rating as follows:

Exemplary	Score of 4.50 to 5.00	6.0% plus one discretionary day
Exceeds Standard	Score of 4.00 to 4.49	6.0%
Meets Standard	Score of 3.75 to 3.99	5.0%
	Score of 3.50 to 3.74	4.5%
	Score of 3.25 to 3.49	4.0%
	Score of 3.00 to 3.24	3.5%

- d. Employees who are within 3.5% of the top of the range and receive an “Exceeds Standards” or higher rating shall receive a salary increase to the top of the range and will be eligible, at the discretion of the City Manager, for a non-recurring salary payment equal to 3.5% less the percentage adjustment made to bring the employee to the top of the range.
- e. Non-represented sworn police employees (Chief, Captain, Lieutenant) will have an additional 0.5% added to the annual evaluation adjustment to compensate for the additional PERS contribution exceeding 1.0%.

For Employees Who Have Reached the Top of the Range

- a. Employees who receive an “Exceeds Standards” rating will receive a one-time non-recurring 3.5% of salary payment.
- b. Employees receiving an “Exemplary Performance” rating will receive a one-time non-recurring 3.5% of salary payment, plus one (1) discretionary day in addition to the performance based increase. Discretionary days off do not have a cash value.

5.4 Salary for Work Performed in a Higher Classification

On occasion an employee may be required to perform duties of another classification with a higher salary range because of a temporary vacancy in that position. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

Please reference the City's Personnel Rules and Regulations regarding salary for work performed in a higher classification.

## **Section 6      HOURS OF WORK AND OVERTIME COMPENSATION**

### 6.1      Hours Worked

Work hours will be determined on the basis of operational efficiency. The normal work days and hours for unrepresented miscellaneous employees shall be Monday through Friday, 7.5 hours per day. Management reserves the right to determine work days and hours based on the operational needs of the City.

### 6.2      Work Week

The workweek for employees as defined by the Fair Labor Standards Act is a regular recurring period of 168 hours in the form of seven consecutive 24 hour periods. The workweek is not necessarily the same as the calendar week. The workweek for all City of San Ramon unrepresented miscellaneous employees begins at 12:00 a.m. Monday and ends at 11:59 p.m. Sunday.

### 6.3      Overtime Policy

It is the policy of the City to avoid the necessity for overtime work. When overtime work is necessary, such overtime shall be authorized in advance by the Department Head or his/her designated representative, but shall be kept at a minimum.

Overtime work for employees, except as otherwise provided, shall be defined as any time worked beyond 37.5 hours in any work week.

### 6.4      Overtime Compensation and Computation Policy

Please reference Section 421 of the City's Personnel Rules & Regulations regarding overtime compensation and computation.

### 6.5      Overtime - Conditions of Civil Disaster or Local Peril

In case of civil disaster, state of extreme emergency or local peril, the procedure for payment of overtime may be suspended temporarily by the City Manager for the period of the emergency. During such period, the City Manager shall determine the compensation procedure. However, such procedure shall not change the rate of overtime compensation.

### 6.6      Pay Periods

Payday shall be every other Friday (bi-weekly) for the two work week period ending on Sunday of the preceding week.

## 6.7 Compressed Work Week

The regular work hours for unrepresented miscellaneous employees on a compressed work week schedule shall be nine (9) shifts of eight and one third (8.33) hours in a fourteen (14) day work period. Overtime shall be computed after the regular weekly hours have been exceeded.

## **Section 7**     **HOLIDAYS**

### 7.1 Holidays

The City recognizes ten and a half (10.5) federal holidays and two (2) discretionary holidays for pay purposes.

Please reference Sections 424 through 426 of the City's Personnel Rules & Regulations regarding holidays, employees eligible for holiday pay and employees required to work on a holiday.

## **Section 8**     **VACATION**

### 8.1 Eligibility

Regular full-time and regular part-time employees having completed twelve (12) months of continuous service shall be eligible for paid vacation at his/her current rate of pay.

Please reference Sections 901 through 906 of the City's Personnel Rules & Regulations regarding vacation eligibility, vacation accrual, use of vacation, maximum accumulation, vacation at termination and holidays falling during vacation.

## **Section 9**     **SICK LEAVE**

### 9.1 Statement of Policy

Paid sick leave is an employee benefit of time off granted to an employee in cases of personal illness or accident, medical or dental treatment.

Please reference Sections 802 through 815 of the City's Personnel Rules & Regulations regarding sick leave eligibility, sick leave accrual, accruals during illness or injury, sick leave accumulation, sick leave conversion, abuse of sick leave, use of sick leave, holidays during sick leave, depletion of sick leave, leave chargeable to sick leave, workers' compensation disability payments, on the job injury, long term disability and off the job injury.

**Section 10 OTHER LEAVES OF ABSENCE**

10.1 Leave of Absence

Please reference Sections 1001 through 1012 of the City's Personnel Rules & Regulations regarding authorized leave of absence without pay, Death in Immediate Family, Military Leave of Absence, Military Reserve Training, Pregnancy Disability Leave of Absence, Subpoena, Jury Duty, Unauthorized Leave of Absence, FMLA, School Visit Leave, Voting Leave and Domestic Violence Leave.

**Section 11 LAYOFFS**

11.1 City Council Action

The City Council shall determine which position(s) shall be eliminated within the organization. Employee Services shall determine and notify the employee(s) to be laid off as a result of the eliminated position(s).

11.2 Order of Layoffs

To determine which employee is to be laid off as a result of an eliminated position, Employee Services shall use the procedure outlined in the City's Personnel Rules & Regulations.

**Section 12 EMPLOYEE BENEFITS**

12.1 Retirement Plan

a. Employees hired before July 1, 2012 shall participate in the Public Employees Retirement System (PERS), 2.7% at age 55, calculated based on single highest year compensation. The plan includes the 4<sup>th</sup> Level 1959 Survivor's Benefit. Employees pay four percent (4%) of the eight percent (8%) employee paid PERS contribution as of June 30, 2014. During the term of this contract, the employee's contribution to PERS shall be increased by one percent (1%) each year, effective on the employee's merit anniversary date, for a total employee contribution of eight percent (8%) at the end of this agreement. The employee contribution shall increase each year as follows:

- July 1, 2014 – June 30, 2015 increase from 4% to 5%
- July 1, 2015 – June 30, 2016 increase from 5% to 6%
- July 1, 2016 – June 30, 2017 increase from 6% to 7%
- July 1, 2017 – June 30, 2018 increase from 7% to 8%

b. New hires who are members of CalPERS shall participate in the Public Employees Retirement System (PERS), 2% at age 60, calculated based on highest three-year average compensation. The Plan includes the 4<sup>th</sup> Level 1959 Survivor's Benefit. The employee shall pay 100% of the employee portion.

- c. Sworn police employees not represented by the Police Officers Association Memorandum of Understanding (Lieutenant, Captain and Chief) and hired before July 1, 2012 shall participate in the Public Employees Retirement System (PERS), 3.0% at age 50, calculated based on single highest year compensation. The plan includes the 4<sup>th</sup> Level 1959 Survivor's Benefit. Employees pay three percent (3%) of the nine percent (9%) employee paid PERS contribution as of June 30, 2014. During the term of this contract, the employee's contribution to PERS shall be increased by one and a half percent (1.5%) each year, effective on the employee's merit anniversary date, for a total employee contribution of nine percent (9%) at the end of this agreement. The employee contribution shall increase each year as follows:

- July 1, 2014 – June 30, 2015 increase from 3.0% to 4.5%
- July 1, 2015 – June 30, 2016 increase from 4.5% to 6.0%
- July 1, 2016 – June 30, 2017 increase from 6.0% to 7.5%
- July 1, 2017 – June 30, 2018 increase from 7.5% to 9.0%

- d. Sworn police employees not represented by the Police Officers Association Memorandum of Understanding (Lieutenant, Captain and Chief) and who are hired on or after July 1, 2012 shall participate in the Public Employees Retirement System (PERS), 3.0% at age 55, calculated based on highest three-year average compensation. The Plan includes the 4<sup>th</sup> Level 1959 Survivor's Benefit. The employee shall pay 100% of the employee portion.
- e. All employees hired on or after January 1, 2013 are covered under the Public Employee Pension Reform Act and shall pay the employee contribution as required by CalPERS.

The City does not participate in the Social Security Plan with the exception of the mandatory Medicare (FICA) deduction.

## 12.2 Disability Insurance

During the term of this agreement, the City shall provide major long-term disability insurance for employees. The cost for this insurance shall be paid for by the City.

Please reference Section 1102 of the City's Personnel Rules and Regulations regarding disability insurance.

## 12.3 Health/Life Insurance Program

The City of San Ramon shall continue to contract with California Public Employees Retirement to make available to eligible City of San Ramon employees the CALPERS Medical Insurance Program, subject to the provisions below:

12.3(a)(1) Core-Flex Benefit Plan – Active Employees

The City of San Ramon will establish and maintain a “core-flex” benefit plan. The “core” shall consist of the PERS Medical Plan (Bay Area Rates) and the existing dental plan.

12.3(a)(2) Employer Minimum Share

Under CALPERS rules, the City will contribute the following amounts as the “employer minimum share” per employee per month toward the health plan:

2014	\$119
2015	As determined by CALPERS
2016	As determined by CALPERS
2017	As determined by CALPERS
2018	As determined by CALPERS

12.3(a)(3) City Monthly Contribution Amounts – Active Employees

For calendar year 2014, the City will contribute the following monthly amounts, including the PERS Medical Plan “employer minimum share” (as noted in Section 15.3(a)(2)) contribution towards the election of medical and dental benefits in the plan, or the actual premiums whichever is less.

Coverage Level	Dental Plan	Medical Plan	Total City Contribution
Employee Only	\$58.73	\$742.72	\$801.45
Employee + 1	\$103.05	\$1,485.44	\$1,588.49
Employee + 2 or more	\$173.25	\$1,931.07	\$2,104.32

The above monthly amounts are based on the 2014 premium rates for the City’s dental plan and the Kaiser CALPERS premium rates. Employees electing enrollment in a CALPERS medical plan with premium rates greater than the 2014 Kaiser CALPERS premium rates shall contribute the difference between the 2014 Kaiser CALPERS plan for the coverage level elected and the actual premium cost of the medical plan selected for the coverage level elected

12.3(a)(4) 2014 Active Employee Contribution towards Premium

Based on the 2014 City’s monthly contribution for dental and medical premium costs which includes the CALPERS Employer Minimum Share, the table below shows the required monthly employee contribution rate for each available 2014 CALPERS plan in the Bay Area Region:

Plan and Coverage Level	Required Monthly Employee Contribution
Anthem Select – Employee	\$0
Anthem Select – Employee +1	\$0
Anthem Select - Employee +2	\$0
Anthem Traditional HMO – Employee	\$0
Anthem Traditional HMO – Employee +1	\$0

<b>Plan and Coverage Level</b>	<b>Required Monthly Employee Contribution</b>
Anthem Traditional HMO – Employee +2	\$0
Blue Shield Access Plus - Employee	\$93.87
Blue Shield Access Plus - Employee + 1	\$187.74
Blue Shield Access Plus - Employee + 2	\$244.06
Blue Shield Net Value - Employee	\$0
Blue Shield Net Value – Employee + 1	\$0
Blue Shield Net Value – Employee + 2	\$0
PERS Choice – Employee	\$0
PERS Choice – Employee +1	\$0
PERS Choice – Employee +2	\$0
PERS Select - Employee	\$0
PERS Select – Employee + 1	\$0
PERS Select – Employee + 2	\$0
PERS Care – Employee	\$0
PERS Care – Employee + 1	\$0
PERS Care – Employee +2	\$0
PORAC – Employee*	\$0
PORAC – Employee + 1*	\$0
PORAC – Employee + 2*	\$0
United Health – Employee	\$21.52
United Health – Employee + 1	\$43.04
United Health – Employee + 2	\$55.95

\*Sworn Police Only

12.3(a)(5) Future Increase or Decrease in Kaiser CALPERS and City Dental Plan Premium – Active Employee

For the term of this agreement, the City shall increase or decrease its monthly contribution by an amount equal to the increase or decrease in the Kaiser CALPERS premium rates. Employees electing to enroll in a medical plan with premium rates higher than the CALPERS Kaiser Plan shall be required to pay the difference in premium rates between the Kaiser Medical Plan and the plan selected by the employee.

12.3(a)(6) Opt-Out of Medical and/or Dental Plan

Employees electing not to enroll in the “Core-Flex” plan (i.e., who wish to waive enrollment in the medical and/or dental plan) and demonstrate to the satisfaction of the City their enrollment in another medical and/or dental plan, shall receive opt-out premiums as set forth in Section 15.3(a)(7) below. In the event both spouses are employed by the City and are eligible for enrollment in the Core-Flex plan, one employee may elect not to enroll in the medical and dental plan and will receive the employee opt-out rate if enrolled under the spouses medical and dental coverage.

12.3(a)(7) Opt-Out Rates

Effective with the City’s enrollment in CALPERS, the opt-out rates will be as follows, based on the employee’s status and eligibility during the active benefit

plan year, in accordance with Internal Revenue Code timelines and qualifying events:

Employee Rate:	Medical \$200+/- dental \$50 = \$250/monthly maximum
Two-party Rate:	Medical \$300+/- dental \$75 = \$375/monthly maximum
Family Rate:	Medical \$400+/- dental \$100 = \$500/monthly maximum

Re-enrollment in the medical and/or dental plan shall only be allowed based on a qualifying event as defined by the IRS Codes or during an open enrollment period. Employees electing to opt-out of the medical or dental plan may do so only during an open enrollment period.

b. Dental Care

The City shall provide employees and eligible dependents with a dental insurance plan with an annual benefit cap of \$1,800 and the level of benefits in effect as of January 1, 2012. The City shall pay the full premium cost of the plan for the employee and eligible dependents.

c. Vision Plan

The City shall provide employees with a vision insurance plan with the level of benefits in effect as of January 1, 2012. The City shall pay the full premium cost of this plan for the employee and eligible dependents.

d. Life Insurance

The City shall provide to each employee an employer-paid life insurance policy with maintenance of the same levels of coverage as currently exist, which is two times employee's base annual salary. Employees shall be eligible for coverage upon effective appointment date according to the following schedule:

Employees beginning employment on the first (1) through the fourteenth (14) day of the month inclusive shall have coverage from the date of employment.

Employees beginning work on the fifteenth (15) through the last day of the month inclusive shall have coverage beginning with the first day of the following month.

12.4 COBRA - Continuation of Health Coverage

As required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) the City's health insurance plans provide for continuation of group health coverage to employees and eligible family members, upon a qualifying event, at the employee or family member's expense according to the provisions set forth in COBRA.

12.5 Deferred Compensation

Employees may participate in the deferred compensation plan in accordance with the guidelines of that plan as long as such a plan is offered to any employees through the City.

12.6 Flexible Spending Program - Section 125

The City shall make an annual contribution (January 1 of each year) of \$500 to the flexible medical spending account for each employee. Any employee hired after January 1 shall have a prorated amount contributed into the flexible medical spending account in the employee's name.

12.7 Mileage Reimbursement/Allowance

Whenever an employee is required to use a private vehicle in the conduct of City business, such employee is entitled to reimbursement for actual mileage. Mileage is reimbursed at the rates prescribed by the IRS. Also, in the event of an accident while using a private vehicle on City business, the employee's insurance will be primary; however, the City may cover the employee's deductible cost.

12.8 Adoption Benefit

Adoption benefits will be provided to all employees. An employee who adopts a child will be eligible to receive reimbursement from the City for fifty percent (50%) of the costs related to the adoption up to a maximum reimbursement of five thousand dollars (\$5,000).

12.9 Retiree Medical

Employees are eligible for retiree health benefits if they retire from the City on or after age 50, which is the first eligibility date for a CalPERS pension, and have met the minimum vesting period required to receive the benefit.

Please reference the Retiree Health Benefits Administrative Regulations, Resolution No. 2007-189 for details of the retiree medical benefits.

- (a) For employees hired before July 1, 2006, medical, dental and vision premium payments shall be made on behalf of employees + spouse/domestic partner who retire from the City of San Ramon based on the following formula:

0 to 3 years of service	No payment
4 to 7 years of service	50% of the cost of premiums
8 to 11 years of service	75% of the cost of premiums
12 years of more of service	100% of the cost of premiums

- (b) For employees hired after July 1, 2006, medical, dental and vision premium payments shall be made on behalf of employees only who retire from the City of San Ramon based on the following formula:

Upon completion of 5 years of service	25% of the cost of the premiums
After 5 years	Additional 5% for each year of Service so that at the end of 20 years

of service 100% of the cost of  
premiums

- (c) For employees hired after July 1, 2014, the City will contribute an amount equal to 3% of the employee's salary to a Retirement Health Savings Plan with ICMA while employed with the City to be used to purchase a medical, dental, and/or vision plan. This will replace participation in the defined benefit retiree health plan.
- (d) Retiree Medical Insurance – Early Retirees  
Under CALPERS rules, the City will directly contribute the “employer minimum share” toward the cost of retiree medical coverage through CALPERS and make such payment on behalf of the retiree directly to CALPERS each month. Additional City contribution will be made to eligible retirees each month based on the applicable schedule provided in Section 12.9(a) and 12.9(b).
- (e) Medicare Eligible Retirees  
CALPERS rules provide for the continued enrollment in the CALPERS medical insurance plan when a retiree reaches Medicare eligibility and requires the City to continue to pay the “employer minimum share” payment for the retiree who continues enrollment in a CALPERS Medical plan. Upon reaching Medicare eligibility, CALPERS rules require the retiree to enroll in a CALPERS Supplement/Managed Medicare Plan. San Ramon City Council Resolution 2007 – 189 provides that retirees may receive a reimbursement of up to \$394 (2014 rate) per month adjusted annually by 2% (in some cases an additional \$394 per month for a spouse) to purchase a Medicare supplemental insurance policy and to pay for dental and vision coverage.  
  
Upon reaching Medicare eligibility, and contingent upon continued enrollment in the CALPERS Medical Insurance program, the City will reimburse the eligible retiree the difference between the amount the retiree is eligible to receive to purchase a Medicare Supplement and other available health benefits, pursuant to the San Ramon City Council Resolution 2007 -189, for the purchase of a Medicare supplement and the “employer minimum share.” For example, if the Medicare-eligible retiree receives \$394 (2014 rate) per month (and meets the remaining eligibility requirements for receiving a City payment), the retiree will receive \$394 per month less the “employer minimum share” (which will be paid by the City directly to CALPERS on behalf of the retiree) resulting in no net reduction in the payments made by the City of San Ramon, provided the retiree provides evidence of coverage for other benefits such as dental, vision, etc.
- (f) Method of Payment for Coverage  
The current system of retiree payment and any City reimbursement to the retiree shall be made through ACH debit authorization. Eligible retirees shall be required to provide the City of San Ramon with the appropriate authorization

form upon retirement from the City and at other times after retirement if required to administer the retiree medical benefit.

**Section 13    DISCIPLINARY AND NON DISCIPLINARY PROCEEDINGS**

13.1    Discipline

Please reference Sections 1301 through 1307 and Sections 1401 through 1404 of the City's Personnel Rules & Regulations.

**Section 14    SAFETY**

14.1    Safety Committee Appointment

Employees will be appointed by department to be a representative of the Safety Committee.

14.2    Injury and Illness Prevention Program

The City will provide a comprehensive Injury and Illness Prevention Program (IIPP) which is designed to prevent workplace accidents, injuries and illnesses.

**Section 15    SEPARABILITY AND SAVINGS**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**Section 16    TERM AND EFFECT**

This Memorandum of Understanding shall remain in full force and effect from July 1, 2014 to June 30, 2018.

Dated: 7-11- \_\_\_\_\_, 2014

City of San Ramon



Greg Rogers, City Manager

Attest:



Renee Beck, City Clerk

**RESOLUTION NO. 2014-069**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAMON  
AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING  
COVERING THE CITY OF SAN RAMON UNREPRESENTED  
MISCELLANEOUS EMPLOYEES**

**WHEREAS**, a Memorandum of Understanding (MOU) covering the City of San Ramon Unrepresented Miscellaneous Employees is in effect for the period of July 1, 2012 through June 30, 2016; and

**WHEREAS**, with the various changes to the current MOU, it is appropriate to incorporate those changes into a new four year term; and

**WHEREAS**, this new Memorandum of Understanding shall remain in full force and effect from July 1, 2014 through June 30, 2018.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Ramon does hereby authorize the execution of the Memorandum of Understanding covering the City of San Ramon Unrepresented Miscellaneous Employees.

**PASSED, APPROVED AND ADOPTED** at the meeting of July 8, 2014 by the following votes:

**AYES:** *Cm. Hudson, O'Loane, Perkins, Sachs, and Mayor Clarkson*

**NOES:**

**ABSENT:**

**ABSTAIN:**



Bill Clarkson, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Renee Beck, City Clerk