

CITY OF SAN RAMON

UNREPRESENTED MISCELLANEOUS

EMPLOYEES



SALARY AND BENEFITS RESOLUTION

Effective July 1, 2022

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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 they are required to demonstrate their fitness to perform the duties of the class of position to which they are 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 their spouse: children of either spouse, stepchildren, parent of either spouse, sibling of either spouse, half-sibling 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 their designee.

**SALARY AND BENEFIT RESOLUTION FOR
CITY OF SAN RAMON
UNREPRESENTED MISCELLANEOUS EMPLOYEES**

This Resolution is entered into pursuant to the provisions of Section 3500, et. seq., of the Government Code of the State of California. The Resolution shall be presented to the City Council and shall remain in full force and effect from July 1, 2022 and until this Resolution is thereafter amended or rescinded by the City Council.

Section 1 RECOGNITION

1.1 Unrepresented Recognition

The City of San Ramon hereby identifies Unrepresented Miscellaneous Employees as the following class specifications: Director, Deputy City Manager, Division Manager, Program Manager, Senior Administrative Analyst, Administrative Analyst, Executive Assistant, Administrative Coordinator, Information Technology Network Analyst, Information Technology Specialist, Information Technology Technician, Senior Civil 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, Plans Examiner, Maintenance Supervisor, Recreation Supervisor, Recreation Coordinator, Recreation Technician, City Clerk, Deputy City Clerk, Assistant City Attorney, Deputy City Attorney, Paralegal, Accountant, Police Captain, Police Lieutenant, Police Records Supervisor, Police Services Technician I/II and any other classification of employment which may hereafter be assigned by the City Manager in accordance with the provisions of the City of San Ramon Personnel Rules. Excluded employees includes: Temporary employees, as well as all employees 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 an individual's protected classification is prohibited. "Protected Classifications" include, age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined by law.

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 Resolution.
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 their 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 Human Resources.

4.4 Demotion of Promoted Employees

An employee who is promoted to a new position in a higher classification may be demoted to their previous position at any time during the probationary period without recourse to right of appeal. Upon such demotion, the employee shall be returned to the position which they 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 at or promoted to a level below the salary range minimum.

- 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.
- 5 All pay for performance bonuses will be paid on a one-time non-cumulative basis.

5.3 Salary Ranges

Beginning August 30, 2021, the City agrees to maintain a minimum twenty percent (20%) salary differential between the top of the range of Police Lieutenant and the top of the salary range of Police Sergeant.

Effective July 1, 2022, salary ranges (top and bottom) shall be adjusted to market based on a total compensation survey of the City's comparator cities; the minimum adjustment will be 1% (one percent) and the maximum adjustment will be 3.5% (three and one-half percent), with the exception of the salary range adjustments for Police Captain, Police Lieutenant, and Deputy City Manager. The salary range for Police Lieutenant will not be adjusted, and the salary ranges for Police Captain and Deputy City Manager will be adjusted to market only. Moving forward and beginning with the salary adjustment effective July 1, 2022, the City will conduct surveys to include an adjustment to salaries for comparator agencies to account for the difference in standard work hours and reflect the salary for a 37.5-hour workweek, with the exception of the surveys for Police Lieutenant and Police Captain, as employees in those classifications have a standard 40-hour workweek.

Effective July 1, 2023, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from April 2022 through April 2023 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The maximum adjustment shall be no greater than three and one-half percent (3.5%).

Effective July 1, 2024, ranges will be adjusted, as needed, based on the results of a total compensation salary survey.

Effective July 1, 2025, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from April 2024 through April 2025 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The maximum adjustment shall be no greater than three and one-half percent (3.5%).

5.4 Merit-Based Salary Adjustments

- a. Annual adjustments in salary (based on the anniversary of the employee's date of hire or if applicable, the anniversary date of the most recent promotion) 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.
- b. Employees who receive a "Does Not Meet Standards" (less than 3.00 score) evaluation are ineligible for any adjustment.
- c. For the period of July 1, 2020 through June 30, 2022, employees who receive "Meets Standards" or higher evaluation shall receive an increase in pay based on their rating as follows:

Rating	Score on Evaluation	Raise
Exemplary	4.50 to 5.00	6% + three (3) performance days
Exceeds Standards	4.00 to 4.49	6%
Meets Standards	3.50 to 3.99	5%
	3.00 to 3.49	4%
Does Not Meet Standards	Less than 3.00	No raise

- d. In no event shall any salary adjustment result in an employee earning salary in excess of the top of the range of their classification.
- e. A performance day is equal to seven and one-half (7.5) hours of leave. Performance days do not have cash value at separation.

5.5 Salary Following Promotion

1. When an employee is promoted to a position allocated to a classification with a higher salary range, such employee shall be placed in the new salary range 5.0% above the previous salary level.
2. Upon recommendation of the Department Director, the City Manager may approve assignment to any other salary within the higher salary range.
3. Assignment shall not be made outside the salary range.
4. A performance evaluation shall be completed prior to the completion of a six (6) month probationary period in the promoted classification to determine regular status.
5. The employee's annual performance review schedule shall change to the effective

date of the promotion.

5.6 Salary for Work Performed in a Higher Classification – Temporary Upgrade and Special Assignment Pay

a. Temporary Upgrade Pay

On occasion an employee may be temporarily required to perform duties of another classification with a higher salary range due to illness, vacation, leave of absence, etc. In such cases, the employee's salary will be adjusted to compensate for the higher level of duties.

In order to receive adjusted compensation for working in a higher classification the employee must be assigned, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days, without regard to the calendar week).

Adjusted compensation for working in a higher classification shall consist of a flat five percent (5%) increase above the employee's current salary or the lowest salary within the higher salary range, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Each case will be evaluated on an individual basis and recommendation for compensation for work in a higher classification will be made by the Department Director and approved by the City Manager. Such approval should be made in advance whenever possible.

Temporary Upgrade Pay will be limited to 960 hours a fiscal year for assignments in vacant positions qualifying for temporary upgrade pay. Temporary Upgrade Pay is reportable to the California Public Employee Retirement System (CalPERS), as defined by CCR 571(a)(3) for classic CalPERS members, to the extent allowed by law.

b. Special Assignment Pay

An employee who is temporarily assigned for a minimum of one (1) work week to perform significant additional duties outside the scope of the job specification of the employee's classification, in addition to the employee's regular job duties, will receive Special Assignment Pay at a rate of five percent (5%) above the employee's base salary.

Merit increases in salary that occur, as provided in Section 5, while an employee is assigned Special Assignment or Temporary Upgrade Pay shall be applied to the employee's base salary in their base classification. When an employee in a Special or Temporary Upgrade assignment is promoted, the salary increase shall be calculated from base salary from the position the employee is promoted from.

5.7 POST Pay

Lieutenants, Captains and the Chief will be eligible for the following POST Certification Pay upon proof of application of such certificate:

- a. Intermediate POST Certificate = two and one-half percent (2.5%) of base pay paid with regular payroll.
- b. Advanced POST Certificate = an additional five percent (5%) of base pay paid with regular payroll, for a total of seven and one-half percent (7.5%) of base pay.
- c. Management POST Certificate = an additional five percent (5%) of base pay paid with regular payroll, for a total of twelve and one-half percent (12.5%) of base pay.

Continued certificate pay is contingent upon the employee actually receiving the certification within eight (8) months of the date the application was sent to POST. If the certificate is not issued by POST and provided to Human Resources, then the employee will be required to pay back the certification pay in full to the City.

5.8 City Engineer and District Engineer Pay

Employees in the classification of Department Director and Division Manager, who are designated by the City as either a City Engineer or District Engineer, are eligible for an additional five percent (5%) of base pay.

5.9 Professional Engineering License Pay

Employees in the classification of Associate Engineer, upon attainment of a registered Professional Civil or Traffic Engineer license in the State of California, are eligible for an additional five percent (5%) of base pay.

5.10 Management Incentive Pay

At the discretion of the City Manager, Department Directors and management classified employees may receive management incentive pay at a rate not to exceed two-hundred and fifty dollars (\$250.00) per pay period.

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.

In an effort to align the work period of all sworn classifications, effective August 30, 2021, all unrepresented sworn classifications (i.e. Police Chief, Police Captain, and Police Lieutenant) will transition from a thirty- seven and one- half (37.5) hour work week to a forty (40) hour work week. Captains and Lieutenants, who as a result of this change, have a calculated rate of pay that is above the established range for their classification, will keep their current rate and be ineligible for an increase until the range catches up to their current rate of pay (Y-Rated).

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 typical 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, except that the work week for employees on an Alternative Work Schedule may be modified based on individual schedules to accommodate thirty-seven and one-half (37.5) hours in a seven (7) day work period. For employees assigned to the 9/75 work schedule, each employee's designated FLSA work week (168 hours in length) shall begin exactly three and one-half (3.5) hours after the start of the employee's seven (7) hour shift on the day of the week that corresponds to the employee's alternating regular day off. The same day of the week shall be permanently designated as the employee's alternating regular day off.

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 their 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 (2) week period ending two (2) Sundays prior to the payday.

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

The City recognizes ten and a half (10.5) federal holidays and two (2) discretionary holidays for pay purposes. Effective January 1, 2023, the City will recognize one (1) additional discretionary holiday in recognition of Juneteenth.

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 six (6) months of continuous service shall be eligible for paid vacation at their 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.

8.2 Vacation Accrual

Vacation accruals for miscellaneous (non-safety) employees are calculated based on a seven and one-half (7.5) hour working day. As a result of transitioning to a forty (40) hour work week, for the purposes of accruing/earning leave, all leave for unrepresented sworn classifications (i.e. Police Chief, Police Captain, and Police Lieutenant) will be calculated based on an eight (8) hour day.

Each regular full-time and probationary employee shall accrue vacation at the following rate for continuous service performed as follows:

1. 1st through 4th year of service:

Twelve (12) working days of vacation during each complete year of service. (1 [7.5 hours] day per month)

2. Beginning the 5th year through 9th year of service:

Fifteen (15) working days of vacation during each complete year of service. (1.25 days [9.375 hours] per month)

3. Beginning the 10th through 14th year of service:

Twenty (20) working days of vacation during each complete year of service. (1.66 days [12.5 hours] per month)

4. Beginning the 15th year through the 19th year of services:

Twenty-two (22) working days of vacation during each complete year of service. (1.83 days [13.75 hours] per month)

5. Beginning the 20th year of service:

Twenty-five (25) working days of vacation during each complete year of service. (2.083 days [15.625 hours] per month)

Regular part-time and probationary part-time employees shall accrue vacation in an amount proportionate to the ratio of scheduled hours of work per week to the standard work week but in no case shall the number of days of vacation accrued per year exceed those days allowed by the appropriate subsection above. Employees must be in a paid status to accrue vacation leave. Temporary employees are not eligible to accrue vacation leave. Vacation accrual shall begin with the date of employment and shall accrue bi-weekly for each employee based on their date of employment.

Section 9 SICK LEAVE

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.

Effective August 30, 2021, in an effort to align the benefits of all sworn classifications, unrepresented sworn classifications will not be eligible to cash out a portion of their unused sick leave at retirement or termination of employment. Upon retirement, 100% of their unused sick leave will be automatically applied to CalPERS service credit.

Section 10 OTHER LEAVES 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. Human Resources 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, Human Resources shall use the procedure outlined in the City's Personnel Rules & Regulations.

Section 12 EMPLOYEE BENEFITS

12.1 Retirement Plan

- a. Tier I: Employees hired before July 1, 2012 shall participate in the California Public Employees Retirement System (CalPERS), 2.7% at age 55, calculated based on single highest year compensation. The plan includes the 4th Level 1959 Survivor's Benefit.
 - Employer-Paid Member Contributions ("EPMC"): Effective July 1, 2006, the City shall pay the full cost of the employee's eight percent (8%) normal member contribution towards CalPERS and shall report the same percentage (8%) to CalPERS as "special compensation" for purposes of calculating as employee's "final compensation" in accordance with Government Code Section 20042.
 - Cost-Sharing: Employees shall share in the City's CalPERS costs by contributing eight percent (8%) of the employee's compensation reportable to CalPERS (i.e. "compensation earnable") towards the City's employer contribution, in accordance with Government Code section 20516(f).
 - In addition, employees shall contribute three percent (3%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of eleven percent (11%).
- b. Tier 2: Employees hired on or after July 1, 2012 and who are "classic members" (i.e. those employees not meeting the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA")) shall

participate in the CalPERS two percent (2%) at age 60 formula, with final compensation earnable calculated based on highest three-year average compensation. The Plan includes the 4th Level 1959 Survivor's Benefit.

- Employer-Paid Member Contributions (“EPMC”): Effective September 11, 2012, the City shall pay the full cost of the employee’s seven percent (7%) normal member contribution towards CalPERS and shall report the same percentage (7%) to CalPERS as “special compensation” for purposes of calculating as employee’s “final compensation” in accordance with Government Code Section 20042.
 - Cost-Sharing: Employees shall share in the City’s CalPERS costs by contributing seven percent (7%) of the employee’s compensation reportable to CalPERS (i.e. “compensation earnable”) towards the City’s employer contribution, in accordance with Government Code section 20516(f).
 - In addition, employees shall contribute three percent (3%) of the employee’s compensation earnable toward the employer’s pension contribution rate for a total employee contribution of ten percent (10%).
- c. PEPPRA: Employees hired on or after January 1, 2013 and classified as a “new member” of CalPERS as defined in PEPPRA are responsible for paying one-half of the normal cost of the retirement plan and subject to the reportable annual compensation limit per Government Code Section 7522.10.
- Employees will pay three percent (3%) toward the employer’s pension contributions, above the rate determined by CalPERS.
- d. Tier 1 Sworn: Sworn police employees not represented by the Police Officers Association (“POA”) (Lieutenant, Captain and Chief) and hired before July 1, 2012, shall participate in the CalPERS three percent (3.0%) at age 50 formula, calculated based on single highest year compensation. The plan includes the 4th Level 1959 Survivor's Benefit.
- Employer-Paid Member Contributions (“EPMC”): Effective November 14, 2006, the City shall pay the full cost of the employee’s nine percent (9%) normal member contribution towards CalPERS and shall report the same percentage (9%) to CalPERS as “special compensation” for purposes of calculating as employee’s “final compensation” in accordance with Government Code Section 20042.
 - Cost-Sharing: Employees shall share in the City’s CalPERS costs by contributing nine percent (9%) of the employee’s compensation reportable to CalPERS (i.e. “compensation earnable”) towards the City’s employer contribution, in accordance with Government Code section 20516(f).

- In addition, employees shall contribute three percent (3%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of twelve percent (12%).
- e. Tier 2 Sworn: Sworn police employees not represented by POA (Lieutenant, Captain and Chief) and who are hired on or after July 1, 2012 and who are "classic members" under PEPRA shall participate in the CalPERS three percent (3.0%) at age 55 formula, calculated based on highest three-year average compensation. The Plan includes the 4th Level 1959 Survivor's Benefit.
- Employer-Paid Member Contributions ("EPMC"): Effective November 14, 2021, the City shall pay the full cost of the employee's nine percent (9%) normal member contribution towards CalPERS and shall report the same percentage (9%) to CalPERS as "special compensation" for purposes of calculating as employee's "final compensation" in accordance with Government Code Section 20042.
 - Cost-Sharing: Employees shall share in the City's CalPERS costs by contributing nine percent (9%) of the employee's compensation reportable to CalPERS (i.e. "compensation earnable") towards the City's employer contribution, in accordance with Government Code section 20516(f).
 - In addition, employees shall contribute three percent (3%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of twelve percent (12%).
- f. PEPRA Sworn: Sworn police employees not represented by POA (Lieutenant, Captain and Chief) and who are hired on or after January 1, 2013 and classified as "new member" of CalPERS as defined by PEPRA are responsible for paying one-half of the normal cost of the retirement plan and subject to the reportable annual compensation limit per Government Code Section 7522.10.
- g. Pursuant to IRS Code Section 414 (h) (2), these contribution payments shall be made on a pre-income tax basis.
- h. 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:

a. 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 CalPERS Medical Plan (Bay Area Rates) and the existing dental plan.

b. 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:

2022	\$149
Subsequent years	As determined by CalPERS

c. City Monthly Contribution Amounts – Active Employees

For calendar year 2022, the City will contribute the following monthly amounts, including the CalPERS Medical Plan “employer minimum share” (as noted in Section 12.3(b) 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	\$60.80	\$857.06	\$917.86
Employee + 1	\$105.70	\$1,714.12	\$1,819.82
Employee + 2 or more	\$175.60	\$2,228.36	\$2,403.86

The above monthly amounts are based on the 2022 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 2022 Kaiser CalPERS premium rates shall contribute the difference between the 2022 Kaiser CalPERS plan for the coverage level elected and the actual premium cost of the medical plan selected for the coverage level elected

d. 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.

12.4 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 annually 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 12.5 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 only opt-out rate if enrolled under the spouses medical and dental coverage.

12.5 Opt-Out Rates

Effective January 1, 2023, 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 \$300+/- dental \$50 = \$350/monthly maximum
Two-party Rate:	Medical \$400+/- dental \$75 = \$475/monthly maximum
Family Rate:	Medical \$500+/- dental \$100 = \$600/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 and must annually provide proof of alternative coverage which meets the ACA definition of minimally essential coverage to maintain their opt-out status.

Unrepresented sworn employees shall receive opt-out rates consistent with represented sworn employees.

12.6 Dental Care

Effective January 1, 2023, the City shall provide employees and eligible dependents with a dental insurance plan with an annual benefit cap of \$2,500 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.

12.7 Vision Plan

The City shall provide employees with a vision insurance plan with the level of benefits in effect as of January 1, 2022. The City shall pay the full premium cost of this plan for the employee and eligible dependents.

12.8 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 (2) times

employee's base annual salary. Employees shall be eligible for coverage upon their first day of employment as a regular employee.

12.9 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.

12.10 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.

12.11 Flexible Spending Program - Section 125

The City shall make an annual contribution (first pay period of each calendar 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.

12.12 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.

12.13 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).

12.14 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 miscellaneous (non-safety) employees hired before July 1, 2006 and for safety employees hired on, or before July 1, 2007, 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

For the safety employees hired on, or before July 1, 2007, the City will grant vesting credit for service to be used in computing the years of service requirements for retiree health coverage to those with prior San Ramon experience under the Sheriff Contract, shall be the same as other represented sworn employees.

- b. For miscellaneous (non-safety) employees hired after July 1, 2006 and for safety employees hired after July 1, 2007, but before July 1, 2014, 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 premium

- 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 MissionSquare Retirement (formerly known as ICMA-RC), 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. For unrepresented sworn employees hired after July 1, 2014, the City contribution shall be the same as other represented sworn employees.

- 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 12.14(a) and 12.14(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 \$461.51 (2022 rate) per month adjusted annually by 2% (in some cases an additional \$461.51 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 \$461.51 (2022 rate) per month (and meets the remaining eligibility requirements for receiving a City payment), the retiree will receive \$461.51 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 a Health Reimbursement Arrangement (HRA). 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

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

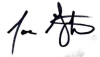
If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 16 TERM AND EFFECT

This Resolution is intended to provide authorization for salaries, benefits and other terms and conditions of employment for the period beginning July 1, 2022 and until this Resolution is thereafter amended or rescinded by the City Council.

Dated: _____ July 28, 2022

City of San Ramon



Joe Gorton, City Manager

Attest:

Christina Franco

Christina Franco, City Clerk