

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



**SALARY AND BENEFITS RESOLUTION**

Effective July 1, 2018

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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.

**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, 2018 to June 30, 2021.

**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, 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, Deputy City Attorney I/II, 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 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 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 his/her 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 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 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

Effective July 1, 2018, most salary ranges shall be adjusted based on the results of the June 2018 total compensation survey of benchmark classifications to bring the top of the range to the 75th percentile of the City's comparator agencies' total compensation. The minimum adjustment shall be no less than one percent (1%), in consideration for the employee's additional FY 18/19 contribution to retirement, unless the classification is over market. Due to compaction issues, unrepresented sworn classifications will be adjusted one percent (1%).

Effective July 1, 2019, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from June 2018 through June 2019 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. For those classifications that were above market as of July 1, 2018, a total compensation survey will be conducted in May 2019. Adjustments will be made based on the results of the survey. The minimum adjustment shall be no less than 1% (one percent), in consideration for the employee's additional FY 19/20 contribution to retirement, and no greater than three and one-half percent (3.5%).

Effective July 1, 2020, most salary ranges (top and bottom) shall be adjusted based on the results of a May 2020 total compensation survey of benchmark classifications so that the top of the ranges are at the 75% percentile of the City's comparator agencies, taking into consideration total compensation. The minimum adjustment shall be no less than 1% (one percent), in consideration for the employee's additional FY 20/21 contribution to retirement, and no greater than five percent (5%). Exceptions to range adjustments may occur as a result of internal compaction issues.

### 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, 2018 through June 30, 2019, employees who receive a “Meets Standards” or higher evaluation shall receive an increase in pay based on their rating as follows:

Exemplary	4.50 to 5.00	6% + one (1) performance day
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

Effective with the start of the first pay period on or after July 1, 2018, the City will advance one percent (1%) of the employee’s merit increase. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer’s pension contribution rate, in accordance with Resolution section 12. Upon an employee’s anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2018.

Employees who are within 2.5% 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 2.5% less the percentage adjustment made to bring the employee to the top of the range.

- d. For the period of July 1, 2019 through June 30, 2020, employees who receive “Meets Standards” or higher evaluation shall receive an increase in pay based on their rating as follows:

<b>Rating</b>	<b>Score on Evaluation</b>	<b>Raise</b>
Exemplary	4.50 to 5.00	6% + two (2) 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

Effective with the start of the first pay period on or after July 1, 2019, the City will advance one percent (1%) of the employee’s merit increase. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer’s pension contribution rate, in accordance with Section 12 of

this Resolution. Upon an employee’s anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2019.

Employees who are within 1.5% 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 1.5% less the percentage adjustment made to bring the employee to the top of the range.

- e. For the period of July 1, 2020 through June 30, 2021, employees who receive “Meets Standards” or higher evaluation shall receive an increase in pay based on their rating as follows:

<b>Rating</b>	<b>Score on Evaluation</b>	<b>Raise</b>
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

Effective with the start of the first pay period on or after July 1, 2020, the City will advance one percent (1%) of the employee’s merit increase. In consideration for this one percent (1%), employees will pay an additional one percent (1%) toward the employer’s pension contribution rate, in accordance with Resolution section 12. Upon an employee’s anniversary, the employee will receive the merit-based raise for which the employee is eligible, less the one percent (1%) advanced in July 2020.

- f. In no event shall any salary adjustment result in an employee earning salary in excess of the top of the range of his or her classification.
- g. 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 weeks 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. Beginning July 9, 2018, 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.

#### 5.8 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.

#### 5.9 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. **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.

6.2 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.

6.3 Overtime Compensation and Computation Policy

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

6.4 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.

6.5 Pay Periods

Payday shall be every other Friday (bi-weekly) for the two (2) week period ending two (2) Sundays prior to the payday.

6.6 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.

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 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.

### **8.2 Vacation Accrual**

All vacation accruals are calculated based on a seven and one-half (7.5) hour working day. Each regular full time and probationary employee shall accrue vacation at the following rate for continuous service performed as follows:

1. 1<sup>st</sup> through 4<sup>th</sup> year of service:

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

2. Beginning the 5<sup>th</sup> year through 9<sup>th</sup> year of service:

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

3. Beginning the 10<sup>th</sup> through 14<sup>th</sup> year of service:

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

4. Beginning the 15<sup>th</sup> year through the 19<sup>th</sup> year of services:

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

5. Effective September 16, 2018, employees who begin their 20<sup>th</sup> year of service will begin to accrue:

Twenty-five (25) working days' vacation during each complete year of service. (2.083 days or 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 shall begin accrual with the date of employment and shall accrue bi-weekly for each employee based on his or her 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.

## **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 4<sup>th</sup> Level 1959 Survivor's Benefit.
  - Employer-Paid Member Contributions ("EPMC"): The City shall pay the

full cost of the employee's eight percent (8%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution 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).
  - Beginning with the start of the first pay period on or after July 1, 2018, employee shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of nine percent (9%).
  - Beginning with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of ten percent (10%).
  - Beginning with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) 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 4<sup>th</sup> Level 1959 Survivor's Benefit.
- Employer-Paid Member Contributions ("EPMC"): The City shall pay the full cost of the employee's seven percent (7%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution 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).
  - Beginning with the start of the first pay period on or after July 1, 2018, employee shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for



- a total employee contribution of eight percent (8%).
  - Beginning with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of nine percent (9%).
  - Beginning with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of ten percent (10%).
- c. PEPRA: Employees hired on or after January 1, 2013 and classified as a "new member" of CalPERS as defined in 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.
- Effective with the start of the first pay period on or after July 1, 2018, employees will pay an additional one percent (1%) towards the employer's pension contribution, above the rate determined by CalPERS.
  - Effective with the start of the first pay period on or after July 1, 2019, employees will pay an additional one percent (1%) towards the employer's pension contribution, for a total of two percent (2%), above the rate determined by CalPERS.
  - Effective with the start of the first pay period on or after July 1, 2020, employees will pay an additional one percent (1%) towards the employer's pension contribution, for a total of three percent (3%), 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 4<sup>th</sup> Level 1959 Survivor's Benefit.
- Employer-Paid Member Contributions ("EPMC"): The City shall pay the full cost of the employee's nine percent (9%) member contribution towards CalPERS. The City shall report EPMC 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).

- Beginning with the start of the first pay period on or after July 1, 2018, employee shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of ten percent (10%).
  - Beginning with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of eleven percent (11%).
  - Beginning with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) 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 PEPR 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 4<sup>th</sup> Level 1959 Survivor's Benefit.
- Employer-Paid Member Contributions ("EPMC"): The City shall pay the full cost of the employee's nine percent (9%) member contribution towards CalPERS. The City shall report the Employer-Paid Member Contribution 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).
  - Beginning with the start of the first pay period on or after July 1, 2018, employee shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of ten percent (10%).
  - Beginning with the start of the first pay period on or after July 1, 2019, employees shall contribute an additional one percent (1%) of the employee's compensation earnable toward the employer's pension contribution rate for a total employee contribution of eleven percent (11%).

- Beginning with the start of the first pay period on or after July 1, 2020, employees shall contribute an additional one percent (1%) 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:

2018	\$133
Subsequent years	As determined by CalPERS

- c. City Monthly Contribution Amounts – Active Employees  
For calendar year 2018, 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	\$64.10	\$779.86	\$843.96
Employee + 1	\$112.20	\$1,559.72	\$1,671.92
Employee + 2 or more	\$188.20	\$2,027.64	\$2,215.84

The above monthly amounts are based on the 2018 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 2018 Kaiser CalPERS premium rates shall contribute the difference between the 2018 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 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 and must annually provide proof of alternative coverage which meets the ACA definition of minimally essential coverage to maintain his/her opt-out status.

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

#### 12.6 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.

#### 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, 2012. 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 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 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. 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 \$426.36 (2018 rate) per month adjusted annually by 2% (in some cases an additional \$426.36 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 \$426.36 (2018 rate) per month (and meets the remaining eligibility requirements for receiving a City payment), the retiree will receive \$426.36 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, 2018 and until this Resolution is thereafter amended or rescinded by the City Council.

Dated: 9/26, 2018

City of San Ramon

  
\_\_\_\_\_  
Joe Gorton, City Manager

Attest:

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



**RESOLUTION NO. 2018-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAMON  
AUTHORIZING EXECUTION OF THE SALARY AND BENEFITS RESOLUTION  
COVERING THE CITY OF SAN RAMON UNREPRESENTED  
MISCELLANEOUS EMPLOYEES**

**WHEREAS**, a Resolution covering the City of San Ramon Unrepresented Miscellaneous Employees is in effect beginning July 1, 2018; and

**WHEREAS**, the Salary and Benefits Resolution for Unrepresented employees has been amended to comply with Federal, State and CalPERS law; and

**WHEREAS**, the Salary and Benefit Resolution has been updated to include items of compensation approved previously by Resolution No. 2006-161, Resolution No. 2008-214, Resolution No. 2014-102 and Resolution No. 2016-023; and

**WHEREAS**, effective July 1, 2018, salary ranges for Unrepresented classifications will be adjusted to market based on total compensation surveys; employees will contribute one percent (1%) to the employers' share of CalPERS; employees with more than twenty (20) years of service will begin to accrue twenty-five days of vacation annually; and those employees at the top of their salary range, who receive an exceeds standards or higher rating, will be eligible for a one-time non-recurring bonus of two and one-half percent (2.5%); and

**WHEREAS**, effective July 1, 2019, salary ranges for Unrepresented classifications will be adjusted based on either the Consumer Price Index or a total compensation salary survey, depending on their market position on July 1, 2018; employees will contribute an additional one percent (1%) to the employers' share of CalPERS, for a total of two percent (2%); and employees at the top of their salary range, who receive an exceeds standards or higher rating, will be eligible for a one-time non-recurring bonus of one and one-half percent (1.5%); and

**WHEREAS**, effective July 1, 2020, salary ranges for Unrepresented classifications will be adjusted to market based on total compensation surveys; and employees will contribute an additional one percent (1%) to the employers' share of CalPERS, for a total of three percent (3%); and

**WHEREAS**, in exchange for the phasing out of the non-recurring bonus program, employees who receive an exemplary rating in FY 2018/2019 will receive one (1) discretionary day off, employees who receive an exemplary rating in FY 2019/2020 will receive two (2) discretionary days off and employees who receive an exemplary rating in FY 2020/2021 will receive three (3) discretionary days off; and

**WHEREAS**, effective July 9, 2018, to maintain minimum differentials between the unrepresented sworn classifications and the represented sworn classifications, a five percent (5%) POST Management Certificate premium pay for employees in the classification of Lieutenants, Captain and Chief has been added; and

**WHEREAS**, this new Salary and Benefit Resolution shall remain in full force and effect beginning July 1, 2018, until amended or modified by City Council.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Ramon does hereby authorize the execution of the Salary and Benefit Resolution covering the City of San Ramon Unrepresented Miscellaneous Employees.

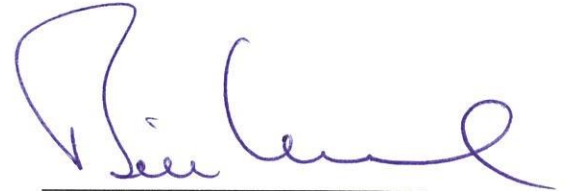
**PASSED, APPROVED AND ADOPTED** at the meeting of September 11, 2018 by the following votes:

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

**NOES:**


**ABSENT:**

**ABSTAIN:**



Bill Clarkson, Mayor

**ATTEST:**

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