

1. DEFINITION OF MANAGEMENT GROUPS:

Except as otherwise noted herein, this Resolution applies to all management employment positions defined below as Management Group A and/or Management Group B.

2. DEPARTMENT HEADS:

The following positions are department heads within Management Group A:

Public Works Director/City Engineer
Police Chief
Fire Chief
Finance Director
Community Development Director

(Note: This Resolution does not apply to Management officials or contractors serving the City under contract as an outside vendor. The terms pertaining to such contract Management are set forth in their respective contracts.)

3. CONFIDENTIAL EMPLOYEES:

The following positions are confidential employees within Management Group B:

Executive Assistant to the City Manager/Deputy City Clerk
Human Resources Analyst I
Human Resources Analyst II
Human Resources Administrator
Financial Management Specialist

4. MID-MANAGEMENT EMPLOYEES:

The following Mid-Management positions are also included in Management Group B:

Public Works Maintenance Supervisor
Wastewater Division Supervisor
Water Division Supervisor
Assistant Public Works Director/Airport Manager
Associate Engineer
Assistant Engineer I
Assistant Engineer II
Public Works Executive Assistant
Fire Division Chief
Fire Marshall
Development Coordinator/Development Official
Building Inspector
Community Center/Recreation Department Supervisor

5. AT WILL EMPLOYMENT STATUS

All Management Group A (Department Heads) and Management Group B employees are “At Will” employees who serve at the will of the City Manager. Either the City or the Employee may terminate the employment relationship at any time with or without cause by providing written notice of same.

6. MANAGEMENT GROUP HOLIDAYS:

New Year’s Day (January 1st),
Martin Luther King Day (3rd Monday in January),
Presidents’ Day (3rd Monday in February),
Memorial Day (Last Monday in May),
July 4th,
Labor Day (1st Monday in September),
Columbus Day (2nd Monday in October),
Veterans’ Day (November 11th),
Thanksgiving Day and Friday after (4th Thursday in November, 4th Friday in November),
Christmas Eve (December 24th)
Christmas Day (December 25th)
½ day on December 31st (New Year’s Eve – Office closes at noon).

Any day proclaimed by the President or Governor and Mayor as a Public Holiday. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the proceeding Friday shall be observed. It is understood that these paid holiday provisions may necessitate amendment from time to time, due to negotiation results with non-management regular, full-time employees.

7. COMPOSITE LEAVE/SICK LEAVE/VACATION LEAVE

Composite Leave: In 2012, the City converted the prior Composite Leave program to the vacation/sick leave policies described herein. Composite leave earned and accrued under the prior policy remains available for the employee’s use. There shall be no minimum annual required use of composite leave. Employees may use composite leave for vacation or sick time off if so requested.

SICK LEAVE:

- A. Accrual rates – Full-time employees shall earn 8 hours of sick leave each month, pro-rated on a bi-weekly basis. Sick leave shall only be used in units of one (1) hour or longer. Total amount of sick leave earned/accumulated shall be unlimited.
- B. Usage – sick time shall not be considered as a right, which an employee may use at his/her discretion, but shall be allowed only in case of necessity for actual personal sickness or disability. Sick leave may only be used in the following cases:

- (1) A bona fide illness or injury to the employee or family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking.
 - (2) Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.
 - (3) Medical, dental, mental or eye care consultations including annual physicals or flu shots.
- C. Sick Leave payoff. No employee is entitled to payment of any unused/accumulated sick leave upon separation from City employment. Employees retiring from the City are eligible to convert unused sick leave to PERS service credit in accordance with the City's contract with PERS.
- D. Family Sick Leave. Employees may use up to 48 hours of sick leave each fiscal year because of sickness for members of his/her immediate family or baby bonding. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, wards or other individuals whose relationship to the employee is that of a dependent or near dependent. In each such case the City Manager shall grant sick leave only when, in his/her opinion, the relationship of the sick person to the employee warrants such use of sick leave. In no event shall an employee be granted sick leave to oversee (baby-sit) children who are not ill.
- E. Use of Composite Leave for Illness Purposes. At Employee's discretion, previously accrued Composite Leave may be used for illness subject to the restrictions set forth herein regarding use of sick leave.
- F. Doctor's Statements. The Dept. Head directly supervising the employee, and/or the City Manager shall, in any instance where deemed warranted, require that a Management Group employee submit a statement from a licensed physician setting forth the specifics which necessitate the Management Group employee's absence for illness or injury purposes and shall have the right to require examination by City-appointed medical personnel at no expense to the employee.
- G. Department Head Responsibility. Department Heads and Management Group members have a responsibility to seek medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers, or the public.
- H. Coordination with Worker's Compensation Payments and State Disability Insurance Payments. An employee receiving temporary disability payments under the Worker's Compensation Law and/or State Disability Insurance (SDI) Payments and/or Paid Family Leave Payments may use accumulated Vacation Leave, Sick Leave or Composite Leave in order to continue to maintain his/her regular income. Such payments will be endorsed over to the City during this period. The intent of integration of temporary disability, SDI, or paid family leave payments with employee benefit time is to provide an employee with combined benefits equal to,

but not more than, their normal rate of pay, assuming they have sufficient accumulated benefit time.

VACATION LEAVE:

Vacation Accrual Rates. Full-time employees shall earn the following annual hours of vacation credit prorated on a bi-weekly basis. Vacation leave shall only be used in units of 2 hours or longer. Vacation time may only be taken following the completion of 6 months service.

<u>Years of Service</u>	<u>Group A Bi-weekly</u>	<u>Group B Bi-weekly</u>
0 through 3 years	5.538 hrs. (144 hrs./yr.)	4.923 hrs. (128 hrs./yr.)
4 through 14 years	7.077 hrs. (184 hrs./yr.)	6.462 hrs. (168 hrs./yr.)
15 years and over	8.615 hrs. (224 hrs./yr.)	8.00 hrs. (208 hrs./yr.)

Employees who are denied vacation use during the 12 months preceding reaching their maximum accumulation amount shall be given 90 calendar days following reaching said cap to use vacation before their accrual ceases.

Maximum Accumulation. No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding 24 months period. No additional credit for vacation shall be earned by an employee so long as he has to his credit accumulated unused vacation in the foregoing maximum amount.

Use of Vacation or Composite Leave. The times during an accrual year at which a Management Group employee may take vacation shall be determined by the City Manager and relevant Department Head with due regard for the wishes of the Management Group employee and particular regard for the needs of public services.

No paid holiday that falls during the Management Group employee's scheduled vacation time may be charged against the employee as Composite Leave or Vacation Leave.

Payment for Vacation and Composite Leave on Separation. Any employee who separates from City employment shall be paid for all unused vacation leave and Composite Leave then on the books, if any, at the time of separation. Payment shall be made at the employee's then current rate of pay.

BEREAVEMENT LEAVE: Not more than 40 hours of paid leave each fiscal year may be taken in case of an employee's immediate family member's death. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, wards or other individuals whose relationship to the employee is that of a dependent or near dependent.

ADMINISTRATIVE LEAVE:

(a) Management Group A: Effective the first full pay period after Council approval, 5 days (40 hours) of Administrative leave shall be credited for the remainder of this fiscal year. Upon the commencement of each fiscal year, Management Group A Employees shall be credited with 10 days (80 hours) of administrative leave which must be used prior to the end of the fiscal year (i.e., no carryover of administrative leave to the following year). Employees may not accrue more than 10 days (80 hours) of Administrative Leave. Administrative Leave has no cash value, and no employee is entitled to payment of any unused/accumulated Administrative Leave upon separation from City employment.

(b) Management Group B: Upon the commencement of each fiscal year, Management Group B Employees shall be credited with 5 days (40 hours) of administrative leave which must be used prior to the end of the fiscal year (i.e., no carryover of administrative leave to the following year). Employees may not accrue more than 5 days (40 hours) of Administrative Leave. Administrative Leave has no cash value, and no employee is entitled to payment of any unused/accumulated Administrative Leave upon separation from City employment.

LEAVE OF ABSENCE WITHOUT PAY: The City Manager may, at his or her discretion, grant a Management Group employee leave of absence without pay or seniority loss for not to exceed three months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of an approved leave or within 14 calendar days after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within 14 calendar days after notice to return to duty shall be cause for discharge.

The City Council may, upon the recommendation of the City Manager, grant additional leave of absence without pay beyond the three month period.

JURY LEAVE: Every Management Group employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Such absence will not result in any loss of pay.

8. PERS RETIREMENT

Each Management Employee shall pay the employee's PERS member contribution on a pre-tax basis through a mandatory payroll deduction.

Effective January 1, 2013 PERS "Miscellaneous" employees defined by PEPRAs as "new members" shall pay 50% of the total normal costs for the new "Miscellaneous" pension formula 2% @ 62, with a 3-year final compensation period. "Safety" employees defined by PEPRAs as "new members" shall pay 50% of the total normal cost for the new "Safety" pension formula 2.7% @ 57, with a 3-year final compensation period.

“Classic Miscellaneous members,” defined as those employees hired prior to January 1, 2013, will retain the 2% @ 55 Miscellaneous PERS formula, with a 7% member contribution, with a 1 – year final compensation period and sick leave credit at retirement.

"Classic Safety (Fire) members" defined as those employees hired prior to January 1, 2013 will retain the 2% @ 50 Safety PERS formula, with a 9% member contribution, with a 1 - year final compensation period and sick leave credit at retirement.

“Classic Safety (Police Tier II) members,” defined as those employees (hired between May 17, 2011 and December 31, 2012) will retain the 3% @ 55 Safety PERS formula with a 9% member contribution, with a 1-year final compensation period. “Classic Safety (Police) members,” hired prior to May 17, 2011, will retain the 3% @ 50 Safety PERS formula, with a 9% member contribution, with a 1-year final compensation period and sick leave credit at retirement.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

The PEPRA defines a “new member” as:

- (a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- (b) A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- (c) A member who first establish CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

9. HEALTH INSURANCE

Employee Health Plan Eligibility. All regular full-time Management Employees (A&B) and the employee's dependents shall be entitled to participate in the City-sponsored Flexible Benefits Plan as established herein.

- A. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under PERS and the health plan carriers’ rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability or during open enrollment opportunities as determined by the carrier.

Description. The City of Red Bluff Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option is available to all employees in regular full time positions (hereafter "employee"). There will be two (2) participation levels, identified as Core Plan and Flexible Benefit Option. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year’s open enrollment period. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

Participation Levels.

A. CORE PLAN

In addition to the amounts set forth below, the City will pay a PERS Health Contribution of \$160/month of the premium for the medical coverage selected through PERS. If the employee elects dental coverage, then the employee must participate in a vision plan option.

The City will pay to the Employee's Flexible Benefit Account the following amounts:

JANUARY 1, 2021
Employee only \$576.77
Employee plus one (child) \$1222.09
Employee plus (spouse) \$1206.32
Family \$ 1564.92
<u>Total City contributions equal:</u>
JANUARY 1, 2021
Employee only \$736.77
Employee plus one (child) \$1382.09
Employee plus one (spouse) \$1366.32
Family \$ 1724.92

Effective January 1, 2022, and each January 1st thereafter, the City contributions to the Employee Flexible Benefit Account set forth above will be increased by an amount equal to 50% of the increase in the PERS Select Medical Plan. In addition, the City contributions set forth above will be increased by an amount equal to 50% of the increase in the City's dental and vision plans at the point of any increase during the term of this Agreement.

B. FLEXIBLE BENEFIT OPTION

Employees who elect not to participate in the Core Plan will be asked to sign a waiver and will be required to provide proof of alternate medical insurance (see Administration Section). The City will provide a cash back option of one hundred (\$100) dollars per month for employees who elect the Flexible Benefit Option.

Administration.

No benefits will be paid to employees until proof of current, valid alternate insurance is on file in the Personnel Office.

Retired Employee Options.

City agrees to pay one hundred sixty dollars (\$160) per month of a qualified retiree's PERS medical premium in accordance with PERS regulations.

Employees who retire under the provisions of the City's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan through a direct pension reduction to cover the portion of the retired employees' premium not paid by the City's one hundred sixty (\$160) retiree contribution.

Section 125 Plan - The City agrees to maintain the Internal Revenue Section 125 Premium Only Plan.

10. SEVERABILITY

Should any of the provisions of terms of this Resolution be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby.

11. SEVERANCE PAY

Department Heads (Management Group A) who are involuntarily terminated or asked to resign may receive severance pay at the discretion of the City Manager in accord with their length of service as follows: the equivalent of one month of pay for 1-12 months of City service, the equivalent of two months of pay for 13-24 months of service, the equivalent of three months of pay for 25 or more months of service. Severance pay is not mandatory and will only be granted when, in the opinion of the City Manager, it is in the best interests of the City. Normally, severance pay, if offered, will be contingent on the departing Department Head's agreement to waive all claims associated with City employment and the termination thereof.

12. SALARY

Management salaries shall be in an amount set by the City Manager within the salary range established by the City Council for the applicable employment position, or as otherwise authorized by the City Council.

Effective at the beginning of the first full pay period after Council approval, Management Groups A and B shall receive a 3% salary increase. Effective at the beginning of the first full pay period after July 1, 2021, Management Groups A and B shall receive a 3% salary increase. Effective at the beginning of the first full pay period after July 1, 2022, Management Groups A and B shall receive a 3% salary increase.

13. LONGEVITY

Upon completion of 10 years of service to the City, Management Groups A & B shall receive a 5% increase in salary.

14. CERTIFICATE/EDUCATIONAL INCENTIVE

To increase the educational and professional benefits to the City the following professional incentive pay is provided to the following positions only:

- (a). Fire Division Chief; Marshall:
 - 1. 2.5% for AA/AS Degree; 2.5% for BA/BS Degree.
 - 2. 2.5% for Fire Officer Certificate; 2.5% for Chief Officer Certificate; 2.5% for Executive Fire Officer Certificate.
 - 3. No compounding, Maximum Incentive 12.5%.

- (b). Public Works Water Division Supervisor; Wastewater Division Supervisor:
 - 1. 5% for each Water Grade Certificates I-V
 - 2. 5% for each Wastewater Collections Grade Certificates I-IV
 - 3. No compounding. Maximum Incentive 10%

15. TERM LIFE INSURANCE

The City agrees to provide each member of this bargaining unit term life insurance up to the amount of \$50,000 at no cost to the employee. Term life insurance shall be provided by a vendor/life insurance company selected by the City and authorized to do business within the State of California.

16. DEFERRED COMPENSATION

Effective the first pay period after Council approval the City will provide a cash match up to a maximum of \$100 per pay period of an employee's deferred compensation contribution into a City sponsored plan.

17. UNIFORM ALLOWANCE

The following positions are given the following amounts each fiscal year:

- (a). Police Chief shall receive \$850.00
- (b). Fire Chief; Division Chief and Marshall shall receive \$800.00
- (c). Public Works Maintenance Supervisor; Water Division Supervisor and Wastewater Collections Supervisor shall receive \$500.00

The uniform allowance is paid at the start of the fiscal year between July 1 and July 15, for all employees who have completed their probationary period. In the event of his/her resignation or discharge from City employment within one (1) year of the receipt of the allowance, the employee shall reimburse the City the sum of 1/12th of the annual amount of uniform allowance for each month that remains between the date of his/her resignation or discharge and the completion of the 12 month period computed from the date of the receipt of the allowance.