

MEMORANDUM OF UNDERSTANDING
Between
CITY OF PLEASANT HILL PROFESSIONAL & CONFIDENTIAL
EMPLOYEES ASSOCIATION
And
CITY OF PLEASANT HILL

November 1, 2016 – October 31, 2019

TABLE OF CONTENTS

ARTICLE I - RECOGNITION, DUES, REPRESENTATION	1
ARTICLE II - PERSONNEL RULES	3
A. General	3
B. Supplemental Pre-Grievance Process	4
ARTICLE III - TRAINING GUIDELINES/LAYOFF PROCEDURES	4
A. Training Guidelines	4
B. Re-Employment After Layoff	5
ARTICLE IV - HOLIDAYS	5
ARTICLE V - VACATION/PERSONAL LEAVE	6
A. Vacation Leave – General	6
B. Guidelines for Approving Vacation Leave Requests	8
C. Personal Leave	8
ARTICLE VI - SICK LEAVE/LEAVES OF ABSENCE	8
A. Sick Leave	8
1. Accrual of Sick Leave	8
2. Payment for Accumulated Sick Leave	9
3. Sick Leave Conversion Upon Retirement	9
4. Medical Leave	10
5. Family Illness	10
6. Immediate Family	10
B. Other Leaves of Absence	10
7. Jury Leave	10
8. Leave of Absence Without Pay	10
9. Maternity Leave	11
10. Bereavement Leave	11
ARTICLE VII - WORK WEEK/OVERTIME	11
A. Work Hours/Work Week Schedules	11
B. Overtime	12
C. Compensatory Time	13
D. Varying Hours	13
ARTICLE VIII - WAGE PLAN ADMINISTRATIVE PROCEDURES	13
A. Applicable Pay Rates	13
1. Following Promotion	13
2. Following Demotion	13
3. Following Transfer	14
4. Following Salary Range Increases and Decreases	14
B. Pay Status	14
C. Premium Pay for Employees in “Acting Capacity”	14

TABLE OF CONTENTS

ARTICLE IX - LONGEVITY PAY PLAN	14
ARTICLE X - UNIFORM ALLOWANCE	15
ARTICLE XI - MEDICAL, DENTAL, LIFE AND DISABILITY BENEFITS	15
A. Medical	15
B. Dental	16
C. Life Insurance	16
D. Disability Insurance	16
E. IRS 125 Plan	16
F. Vision Plan	17
ARTICLE XII - PERS RETIREMENT	17
ARTICLE XIII - EDUCATIONAL INCENTIVE	18
ARTICLE XIV - PERFORMANCE EVALUATIONS/BONUS AWARDS	18
A. Performance Evaluations	18
B. Bonus Awards	18
ARTICLE XV - SALARY CHANGES	19
A. Base Wage/Salary Rates November 1, 2016	19
B. Base Wage/Salary Rates November 1, 2017	19
C. Base Wage/Salary Rates November 1, 2018	19
D. Wage/Salary Rate Tables	19
E. Lump Sum Timely Signing Incentive	19
ARTICLE XVI - DEFERRED COMPENSATION	20
ARTICLE XVII - NO STRIKE OR LOCKOUTS	20
ARTICLE XVIII - FULL AGREEMENT	20
ARTICLE XIX - SAVINGS CLAUSE	20
ARTICLE XX - CLASSIFICATIONS WITHIN UNIT "B" AND COVERED EMPLOYEES	21
ARTICLES XXI - TERM OF AGREEMENT	22
EXHIBIT A - NEW SALARY RANGES (Effective November 1, 2011)	
EXHIBIT B - MATERNITY LEAVE POLICY	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PLEASANT HILL
AND
CITY OF PLEASANT HILL PROFESSIONAL AND
CONFIDENTIAL EMPLOYEES ASSOCIATION**

**ARTICLE I
RECOGNITION, DUES, REPRESENTATION**

A. Recognition. Pursuant to Government Code Section 3500 et seq. and City Resolutions No. 25-77 and No. 51-78, the City of Pleasant Hill ("City") hereby recognizes the Professional and Confidential Association ("Association" or "P.A.C.E.") as the bargaining representative for purposes of representing City employees in Unit "B" (see Article XX) with respect to their pay, wages, hours and other terms and conditions of employment for the duration of this contract ("Agreement").

B. Agency Shop.

1. "Agency Shop," as used in this Agreement, means "an arrangement that requires an employee, as a condition of employment, to either join the Association or pay it a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association. The "service fee" may also be referenced as an "agency fee" or "agency shop fee" under applicable law and this Agreement.

2. The Parties recognize that employees in the unit have the right to join or not join the Association. Pursuant to an agency shop agreement, as provided under state law and this Agreement, employees must either voluntarily join the Association or must pay a service fee. The amount of the service fee will be a uniform amount established by the Association and limited as provided by law. The amount of the service fee and any changes in the fee will be certified in writing to the City by the President of the Association.

3. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment.

- a. Notwithstanding the foregoing, an employee with conscientious objections, as described above, will be required, in lieu of dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a non-religious and non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. The employee may choose the organization from a list of at least three qualifying organizations designated by written agreement between the City and Association or, if not so designated, then any qualifying charity chosen by the

employee. If the employee refuses to choose a qualified charity, the City and Association will mutually designate the charity.

- b. If a dispute arises between the employee and Association regarding religious exemption status, the Association will provide for an adjudication process, at Association expense, before a neutral hearing officer who is not associated with the Association or its representatives. In the event of such a dispute, the charitable deduction will commence but will be held in escrow pending resolution of the dispute.

4. Covered employees will execute written authorization for either Association dues deductions, the agency fee or, if eligible, the charitable contribution. In the absence of a written authorization, the employee will be deemed an agency fee payer and the City will deduct the agency fee from the employee's paycheck.

5. Unless otherwise agreed by the Parties, all Association dues, service fees, or charitable contributions (if eligible) for the month will be deducted from the second paycheck of each month. Dues and service fees withheld by the City will be transmitted to the Treasurer of the Association as the person authorized to receive such funds, at the address specified in writing. The Association agrees to promptly refund to the City any amounts paid in error. Charitable contributions, if applicable, will be transmitted to the applicable charity.

6. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of dues or fees authorized. If an employee is in non-pay status for the entire second pay period of the month, no withholding will be made to cover that month from future earnings, nor will the employee be permitted to deposit the amount with the City that would have been withheld. If an employee is in non-pay status for part of the second payroll period of the month and the salary is insufficient to cover the full withholding after other deductions, no deduction will be made. All other legal and required deductions (including group medical and insurance plans) and limits on withholding will have priority over Association dues and service fees. Payment of dues or service fees during non-pay status or where earnings are insufficient are to be addressed directly between the employee and the Association.

7. The Association will keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer or a certified public accountant, as provided in Government Code §3502.5(f).

8. The Association will establish and thereafter provide the City with a copy of its current "Hudson Procedure" for the determination and protest of its agency fees. The Hudson Procedure will, at a minimum, comply with the requirements of Public Employment Relations Board regulations 32992-32994. The Association will annually provide a copy of the Hudson Procedure to every service fee payer, and as a condition

of any change in the agency fee. The Association will provide a copy of this Hudson Procedure to each employee newly covered as an agency fee payer upon learning the identity of the fee payer.

9. Except as expressly provided in this Article, the procedures for voluntary dues deductions, as agreed between the City and Association, will remain in effect.

10. The Agency shop agreement set forth above may be rescinded by a majority of all votes cast by employees in the bargaining unit. If the agency shop agreement is rescinded the Association agrees not to request, petition for, negotiate for, or otherwise seek an agency shop for one calendar year from the date of the final agency fee payroll deduction following the rescission vote. Rescission will be subject to the following conditions:

- a. A request for such a vote must be supported by a petition, filed with the City's designated labor relations representative, containing the signatures of at least thirty percent (30%) of the employees in the bargaining unit;
- b. The vote is by secret ballot; and
- c. The vote may be taken only once per year measured from the date of the last rescission election.

11. The Association agrees to defend, indemnify, and hold the City, its officers, employees, and agents harmless against any and all claims, demands, proceedings, suits, and liability arising, directly or indirectly, out of any action taken or not taken by or on behalf of the City in any way related to the agency shop agreement set forth above or the City's compliance with the agency fee obligations. The City reserves the right to select and direct legal counsel, at Association expense, in the event of any challenge to the City's compliance with the agency fee obligation.

C. P.A.C.E. Meetings on City Time. Regular PACE meetings shall not be held on City time, and City equipment and supplies are not to be used for PACE business. City premises can be used if scheduled in advance.

ARTICLE II **PERSONNEL RULES**

A. General. The Personnel Rules shall be applied as written for the term of this Agreement; however, the City reserves the right to modify said rules when it is deemed appropriate. The Association will be notified as to changes or modifications if such changes or modifications are a subject for meet and confer purposes. The City will meet with the Association upon their request regarding the application of this provision. If a conflict between a personnel rule and this Agreement occurs, the provisions of this contract shall prevail.

B. Supplemental Pre-Grievance Process. PACE and the City agree that the Grievance Procedure set forth in the Personnel Rules shall be supplemented by an optional "pre-grievance" process for resolving an employee's concern either: (1) that he/she is working out of class without appropriate compensation; or (2) that he/she has more work than he/she believes can be reasonably handled within the time frame established by his/her supervisor. An employee may elect to use the pre-grievance process when the employee's own attempts to resolve these work assignment or workload concerns directly with his/her supervisor have been unsuccessful.

An employee wishing to use the optional pre-grievance process shall contact either his/her PACE officer or the Personnel Officer and request initiation of the pre-grievance process. The employee's request may be verbal or written. If the employee contacts his/her PACE officer with his/her request, the PACE officer shall promptly relay the employee's request to the Personnel Officer.

Within ten (10) workdays of the Personnel Officer's receipt of the employee's request, a pre-grievance meeting shall be held, attended by the employee, the employee's immediate supervisor and/or department head, a PACE officer, and the Personnel Officer or his/her designee. Before proceeding with the pre-grievance meeting, the employee will be required to sign a waiver of any and all objections to the participation of the Personnel Officer, the employee's supervisor, and the employee's department head in any subsequent grievance the employee may file over his/her work assignment or workload concern.

The pre-grievance meeting is intended to be an informal, summary method for resolving the employee's work assignment or workload concern. Neither the Personnel Officer nor the PACE officer is required to do an in-depth investigation of the employee's work assignment or workload concern.

At the pre-grievance meeting, the participants shall attempt to resolve the employee's work assignment or workload concern. If unable to do so, the supervisor's original direction to the employee shall stand, and the employee may pursue other remedies as set forth in the City's Personnel Rules. If the employee chooses to proceed with a grievance, the initial ten (10) day period for submitting his/her complaint to his/her supervisor shall commence the first workday after the day on which the pre-grievance meeting is held.

The employee must continue to perform the challenged work throughout the pre-grievance process, and shall not be relieved of his/her challenged work until and unless the issue is resolved in his/her favor. The only exception is where the employee's supervisor, in his/her discretion, authorizes the employees to defer performing the challenged work temporarily while the pre-grievance process is pending.

ARTICLE III **TRAINING GUIDELINES/LAYOFF PROCEDURES**

A. Training Guidelines. When the City has given notice to an employee that a layoff is pending, involving that employee's position, the City will take reasonable steps to provide a basic training or orientation process which would provide the employee with

knowledge and skill which could be used to assist the employee in applying for promotion or transfer to a vacant, budgeted position for which the employee possesses the basic knowledge, skills and abilities or for which the employee can acquire said knowledge, abilities and skills within the sixty (60) day written layoff notice period. Four (4) weeks severance pay may be given in lieu of notice, only if layoffs are due to financial difficulties.

B. Re-employment After Layoff. A regular employee who is laid off in accordance with these rules is entitled to preference in filling a vacancy in the class of position previously held by that employee for a period of six (6) months. An employee so re-employed retains all benefits accrued in prior service with the City. During the layoff, no benefits accrue and the anniversary date shall be adjusted if the layoff time exceeds thirty (30) consecutive days.

Re-employment according to this provision shall be done using the method of seniority, in that the last employee, in a class, laid off will be the first employee to be considered for re-employment in the class.

ARTICLE IV **HOLIDAYS**

City Holidays are:

January 1	(New Year's Day)
Third Monday in January	(Martin Luther King, Jr. Day)
February 12	(Lincoln's Birthday)
Third Monday in February	(Washington's Birthday)
Last Monday in May	(Memorial Day)
July 4	(Independence Day)
First Monday in September	(Labor Day)
Second Monday in October	(Columbus Day)
November 11	(Veteran's Day)
Thanksgiving Day	
Friday Following Thanksgiving	
Christmas Eve Day	
Christmas Day	

Every day proclaimed by the President or Governor and Mayor of this City as a public holiday.

A City employee who wishes to observe holidays particular to his/her race or religion may do so with the approval of his/her Department Head. This time off is charged to compensatory time or vacation.

When a holiday falls on a Saturday or a Sunday, the following Monday is a holiday for employees whose normal work week is Monday through Friday.

In the case where one or both of the Christmas Eve and Christmas holidays fall on a Saturday and/or Sunday, the actual days of observance shall be as follows:

- If Christmas Eve falls on Saturday and Christmas falls on Sunday, then Christmas Eve will be observed on the following Monday and Christmas will be observed on the following Tuesday.
- If Christmas Eve falls on Friday and Christmas falls on Saturday, then Christmas Eve will be observed on Friday and Christmas on the following Monday.
- If Christmas Eve falls on a Sunday and Christmas on Monday, then Christmas Eve will be observed on Monday and Christmas on Tuesday of that same week.

Holidays shall no longer be calculated as 7.5 hour days. Instead, for each employee, a holiday shall be deemed to have the same number of hours as those the employee is normally scheduled to work on that day. Thus, employees who are normally scheduled to work more than 7.5 hours on a day observed as a holiday shall not be required to charge the excess holiday time they receive to vacation leave or compensatory time, or to otherwise "make up" the excess time (for example, by extending their work hours on another day). Conversely, employees who are normally scheduled to work fewer than 7.5 hours on a day observed as a holiday shall not be credited with the "difference" in the form of additional vacation leave or compensatory time, or in any other form.

ARTICLE V **VACATION/PERSONAL LEAVE**

A. Vacation Leave – General. Full vacation leave according to the following schedule is earned by:

Employees with full time pay status.

Eligible employees on sick leave or vacation leave with pay.

Eligible employees on jury leave.

1. Members employed as of October 31, 2011 shall accrue vacation as follows:

<u>Years of Service</u>	<u>Vacation Days Earned Per Year</u>
1	12
2	12
3	12
4	15
5	15
6	15
7	16
8	16
9	16
10	18
11	18
12	18

13	18
14	18
15	21
20	23

Upon written request by the employee, City will buy back up to 60 hours of accrued vacation annually, provided the employee has used a minimum of 37 ½ consecutive hours of vacation during the twelve (12) month period immediately preceding the request. One day of holiday time may be substituted for one day of vacation provided that the consecutive time off is at least 37 ½ hours. Additionally, the employee must have at least 60 hours of accrued vacation leave at the conclusion of the vacation buy back transaction.

The written request for the vacation buy back must be submitted to the Personnel Officer by the twenty fifth (25) day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buy back shall be limited to once per fiscal year.

2. Members employed on or after November 1, 2011 shall accrue vacation as follows until the first day of the pay period commencing on or after the date this 2016-19 MOU is adopted by the City Council and has been signed by the Parties' respective representatives:

<u>Years of Service</u>	<u>Vacation Days Earned Per Year</u>
1	10
2	10
3	10
4	10
5	11
6	11
7	11
8	11
9	11
10	12
11	12
12	12
13	12
14	12
15	13
16	13
17	13
18	13
19	13
20	14
21	14

22	14
23	14
24	14
25	15

Effective on the first day of the first pay period beginning on or after the date this MOU is adopted by the City Council and has been signed by the Parties' respective authorized representatives employees employed on or after November 1, 2011 will prospectively accrue vacation in accordance with Article 5.A.1 above.

Vacation buyback shall be eliminated for members employed on or after November 1, 2011.

B. Guidelines for Approving Vacation Leave Requests. Supervisors will establish a vacation schedule at the beginning of each calendar year. Thereafter, adjustments may be requested by either the supervisor or employee, with reasonable prior notice, based on personal or organizational needs or problems. Changes, if made, shall be discussed between the supervisor and employee prior to said change being instituted. Vacation time shall be taken in one day increments with prior approval of supervisor. Requests for vacation time off of less than one (1) day, may be approved, based upon circumstances which may be in the best interest of employees and the City.

C. Personal Leave. One day per year will be added to each employee's accumulated compensatory time and can be used as a personal leave day as scheduled and approved during the term of this Agreement. However, this day must be taken as time off, and cannot be taken as pay.

ARTICLE VI **SICK LEAVE/LEAVE OF ABSENCE**

A. Sick Leave.

1. **Accrual of Sick Leave.** Beginning the first day of the month following the employee's completion of one (1) month of service an employee earns sick leave with pay at the rate of one (1) day for each calendar month of service. Full sick leave is earned by each regular employee on paid leave of absence which includes sick leave, jury leave, and paid disability accident leave. Sick leave is not earned by an employee on unpaid leave of absence, nor by an employee on leave covered by the City's private disability plan. An employee may take paid sick leave beginning the second month of employment.

2. **Payment for Accumulated Sick Leave.**

- a. Members employed as of October 31, 2011: An employee who is eligible to accrue sick leave is entitled to receive on the December 5th or January 5th payroll, a cash payment or additional vacation for thirty-three and one-third (33-1/3) percent of the unused portion of sick leave credit accumulated during that calendar year.

To qualify for payment, the employee shall have to his/her credit on November 30, not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30.

The amount of time for which an employee is paid is deducted from the employee's total accumulation. An employee may elect to retain sick leave in lieu of payment. If an employee is terminated/separated after five years' service from date of employment because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days of unused sick leave to a maximum of twenty-five (25) days.

If an employee is terminated/separated with between fifteen to twenty (15-20) years of service because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days or 25% of unused sick leave at 100% value for a maximum of thirty (30) days.

- b. Members employed on or after November 1, 2011 who are eligible to accumulate sick leave are entitled to receive on the December 5th or January 5th payroll a contribution to their ICMA 457 Deferred Compensation Plan in the amount of twenty percent (20%) of the unused portion of sick leave accumulated during that calendar year.

To qualify for payment, the employee shall have to his/her credit on November 30, not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30 of the respective year.

The amount of time for which an employee is paid is deducted from the employee's total accumulation. An employee may elect to retain sick leave in lieu of payment. If an employee is terminated/separated after five (5) years of service from date of employment because of voluntary resignation, death, retirement or abolishment of position, accumulated sick leave is paid at the rate of one (1) day for each four (4) days or 25% of unused sick leave at 100% value for a maximum of twenty-five (25) days.

3. Sick Leave Conversion Upon Retirement.

For members employed as of October 31, 2011: An ICMA VantageCare Retiree Health Savings Plan ("RHS Plan") is established for employees who have worked with the City for twenty (20) or more years, regardless of age, and who elect to take a retirement. If elected by the employee, the RHS Plan will provide for post-retirement healthcare costs with contributions as follows:

One hundred percent (100%) of the employee's accrued sick leave at one hundred percent (100%) of the last day worked salary, calculated at the net present value as of

the date of retirement, shall be contributed to the employee's RHS Plan account pursuant to the PACE adoption agreement.

In the event the employee dies before exhaustion of funds in the employee's RHS Plan account, and leaves no spouse or dependents, the remaining amount shall revert back to the City.

For members employed on or after 11/1/11: There is no sick leave conversion upon retirement. However, such employee's sick leave may apply for pension purposes to the extent provided under Article XII, section D below.

4. Medical Leave. In the case of an employee's continued illness after the expiration of sick leave, his/her absence may then be charged to compensatory time accrued or vacation leave accrued, with the approval of the Department Head.

After a thirty (30) day waiting period, an employee may elect to apply for disability insurance. At the employee's option and with the approval of the City Manager, an employee may elect to continue the use of sick leave prior to applying for disability coverage.

When a full time employee is off work as the result of a valid on-the-job injury sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate up to but no longer than ninety (90) calendar days.

5. Family Illness. Family medical leave to care for members of the employee's immediate family will be granted in accordance with state and federal law.

6. Immediate Family. The immediate family of an employee includes his/her spouse, children or step-children of either spouse, parent, step-mother, step-father, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law.

B. Other Leaves of Absence.

1. Jury Leave. A regular full time employee is entitled to receive jury leave with full pay if he/she remits to the City all compensation received from duty. Compensation for mileage is not considered compensation for jury duty. The employee may elect to retain all jury duty compensation, in which case he/she is not entitled to salary while on jury leave.

2. Leave of Absence Without Pay. A Department Head may grant an employee a leave of absence without pay for not more than ten (10) days when it is in the best interest of the City service. An example is leave for the purpose of additional job related education or training. The City Manager must approve a leave of absence without pay which exceeds ten (10) days.

A "leave of absence" as used in this section is a privilege which may be granted without pay to a regular employee in good standing who wishes to leave the City service for a limited period. The employee must make a written request to his/her Department Head for such leave, stating the date of the leave and the reason.

3. Maternity Leave. Maternity leave and Pregnancy Disability Leave is granted in accordance with state and federal law. Exhibit "B" which is incorporated herein by this reference, may be modified and revisions implemented as deemed necessary by the City to ensure compliance with law and consistency with City Personnel Rules and Regulations and efficient administrative operations.

4. Bereavement Leave. A full-time employee is allowed a leave of absence with pay not to exceed four (4) working days in the case of death of a member of the employee's immediate family or grandchildren. With his/her Department Head's approval, he/she may have two (2) additional working days, which are charged to sick leave or to vacation time. Further absence approved by the Department Head is charged to vacation time. False information given concerning the death or relationship shall be cause for discharge.

ARTICLE VII WORK WEEK/OVERTIME

A. Work Hours/Work Week Schedules. The hours each City facility is open to the public are set by management based on operational needs, including the need to ensure accessibility for, and service to, members of the public. In its discretion, the City's management may change these hours, again based on operational needs.

The list below shows the current hours (as of November 2006) when City Hall, the Public Services Center, and the Police Department are open to the general public. Note that, due to the unique nature of its operations, the Police Department is open at all times:

<u>City Hall</u>		<u>Public Services Center</u>	
Monday	8:30 am – 5:00 pm	Monday – Thursday	7:30 am – 4:30 pm
Tuesday	8:00 am – 5:00 pm	Friday	7:30 am – 11:00 am
Wednesday	8:00 am – 5:00 pm		
Thursday	8:00 am – 6:00 pm	<u>Police Department</u>	
Friday	8:00 am – 1:00 pm	Open 24 hours a day, every day	

In general, PACE employees work a 37.5 hour workweek with no scheduled breaks, other than lunch breaks.

The work schedules for PACE employees at City Hall and the Public Services Center generally conform to the hours their facility is open to the public. However, PACE employees working at City Hall and the Public Services Center may request permission to modify their hours to a work schedule that differs somewhat from the hours their facility is open to the public. Similarly, the work schedules for PACE employees working at the Police Department typically correspond to the Department's administrative hours, 8:30 am – 5:00 pm, Mondays through Fridays. PACE employees working at the Police Department may also request to modify their hours to a different schedule.

To obtain approval for a modified work schedule, all PACE employees must first obtain their supervisor's approval. In addition, and before an approved modified work

schedule can be implemented, it must be reviewed by the Personnel Officer or his/her designee to ensure compliance with the Fair Labor Standards Act ("FLSA").

A supervisor's approval of a request for modified work hours and schedule shall not be unreasonably withheld. In determining whether to approve such a request, the supervisor shall consider several objective factors, including, but not limited to: (1) the operational needs of the division, department, and overall organization; (2) the need to ensure adequate staffing during the hours the facility, department or division is open to the public; (3) the need to ensure adequate supervision and fair evaluation of the employee; and (4) the public's need for service and accessibility; and so forth.

As indicated above, the Police Department is unique in that it operates 24 hours a day, every day of the year. Also, it designates different FLSA work periods for its employees who are members of the City of Pleasant Hill Police Association in connection with alternative work schedules (for example, "3/12-4/12" or "9/80" work schedules).

As a result, police management and/or PACE employees working at the Police Department may need or desire to adjust the PACE employees' work schedules and FLSA work periods to coordinate with those of their Police Association counterparts, thus ensuring operational efficiencies and optimal service to the public.

Accordingly, PACE and the City agree that, given the Police Department's unique operational needs and requirements, PACE employees working at the Police Department may have: (1) modified work schedules different from the department's administrative hours (i.e., different from the Monday-Friday, 8:30 am – 5:00 pm schedule); (2) FLSA work periods different from the 7-day "Monday to Monday" (or any other 7-day) work period, provided the modified schedules and work periods comply fully with FLSA requirements, including overtime requirements and (3) holidays observed on days different from the days holidays are observed by PACE employees working at City Hall and the Public Service Center.

B. Overtime. The City shall pay overtime at the rate of one and one-half (1-1/2) time for all overtime worked above an employee's normal workday or work week schedule. ("Normal" is here defined as the employee's approved work schedule, whether or not it conforms to the hours the employee's facility is open to the public – or, for PACE employees at the Police Department, to that department's administrative hours of 8:30 am – 5:00 pm, Monday through Friday.) To obtain credit for overtime, an employee shall obtain the prior approval of his/her supervisor. The following provisions shall apply:

- **Work Day** – Overtime shall apply if time worked is 1/10th of an hour above or below the normal starting or ending time of the employee's work day.
- **Double time and one-half provision** – Overtime shall be paid at the rate of two and one-half times the employee's hourly rate for work performed on a regularly scheduled holiday. Pay shall be in lieu of holiday. This double time and one-half provision for holiday overtime shall not apply to those PACE employees who regularly work at the Police Department. Instead, PACE employees who regularly work at the Police Department and who are required

to work on a holiday shall be allowed to choose, subject to the approval of their Department Head or his/her designee, whether they will be paid for the hours they actually work on the holiday or, alternatively, given compensatory time off equivalent to the amount of time they actually work on the holiday. In either case, they will receive the pay or compensatory time off at their straight time rate, not at any overtime rate.

C. Compensatory Time. An employee may accumulate up to sixty (60) hours of overtime computed at the rate of one and one-half times the rate of his/her regular pay. These hours may be used as time off, as scheduled and approved by his/her supervisor.

All overtime above sixty (60) hours will be automatically paid for within the next earliest pay period.

Under an emergency situation, as declared by the City Manager and/or Mayor, the provision of these rules is null and void.

Once a year, the City will agree to buy back compensatory time. Hours eligible for this buy-back provision must be accumulated prior to the last day of the month preceding the date of the request. The provisions of this section will be subject to the Department of Labor's guidelines implementing the Fair Labor Standards Act.

D. Varying Hours. Employees within the unit are permitted the opportunity to discuss varying their hours within a given work day due to their personal needs or problems. These requests will be handled on a case by case basis between supervisor and the employee, with the final decision being made by the supervisor. The supervisor must be considerate of the employee's needs and problems, as the employee must be considerate of the City's needs and problems in managing their daily business. This practice is for meeting temporary or emergency situations.

ARTICLE VIII **WAGE PLAN ADMINISTRATIVE PROCEDURES:**

A. Applicable Pay Rates.

1. **Following Promotion.** When promoted, an employee shall begin at Step A or one (1) step higher than his/her current salary, whichever is higher. The new anniversary is the date of promotion. Upon recommendation of the Designee and approval of the City Manager, an employee may be considered for a higher step if his/her experience, longevity and value to the City merit such an increase.

2. **Following Demotion.** In the case of a demotion to a position with a lower maximum salary, an employee shall be assigned to a pay step that is the same as, or less than, the step held in the higher position. Placement within the range shall be determined by the City Manager. The employee shall retain his/her previous anniversary date.

3. Following Transfer. Where an employee is transferred from one (1) position to another in the same class or to another class to which the same pay range is applicable, the employee shall retain the same pay step and anniversary date.

4. Following Salary Range Increases and Decreases. Where a pay range is revised upward or downward, the incumbent of a position in the affected class is entitled to a pay adjustment to the same relative step in the new pay range. The anniversary date does not change.

B. Pay Status. Pay status is understood to mean the period in which an employee is at work, on vacation, sick leave, compensation leave as a result of an industrial accident, leave with full pay in lieu of temporary disability benefits, compensatory time off, paid administrative leave, paid temporary military leave of absence, or on an approved leave of absence with full pay.

C. Premium pay for Employees in "Acting Capacity". An employee who, with the approval of the City Manager, is temporarily assigned the duties of a superior position for at least five consecutive work days, shall receive premium pay of no more than five percent above his/her present salary. The premium pay shall be retroactive to the first day the employee began performing the higher duties. Employees who are temporarily assigned the duties of a superior position for four or fewer consecutive working days shall not be paid any differential.

ARTICLE IX LONGEVITY PAY PLAN

A. Employees Employed As of October 31, 2011. Members employed as of October 31, 2011 are eligible for the following longevity benefit if they qualify as of October 31, 2016.

Employees who are at least fifty-five (55) years of age with ten (10) full continuous years of City service shall be given a five percent (5%) salary increase computed on their normal monthly base salary.

Employees who are at least sixty (60) years of age with fifteen (15) full continuous years of City service, shall be given an additional five percent (5%) salary increase computed on their normal monthly base salary.

B. Employees Employed After October 31, 2011. Members employed on or after November 1, 2011 and employees who do not qualify by October 31, 2016 are not entitled to the longevity benefit described in Subsection A, above.

C. Final Year Adjustment. Members employed as of October 31, 2011 who are receiving the following benefit as of December 31, 2011 may continue to receive it and will not lose pay but must take benefit continuously with no break in receipt of benefit. This benefit is eliminated for all members employed on or after November 1, 2011 or for any employee not receiving the benefit as of December 31, 2011:

Twenty year employees regardless of age, upon presenting to the Personnel Officer the State P.E.R.S. declaration of intent to retire within the following twelve (12) months, shall be given an additional seven percent (7%) salary increase computed on their normal base salary. This seven percent (7%) salary increase shall be effective twelve (12) calendar months before the declaring employee's last date of employment. Such benefit shall be used to compute any other benefit such as overtime, but will not be used in computing final retirement benefits as determined by the State P.E.R.S. and provided for in the City's contract with P.E.R.S.

D. Exclusion From Final Year Adjustment. Members employed on or after November 1, 2011 or any employee not receiving the benefit as of December 31, 2011, are not entitled to the benefit described in Subsection C, above.

ARTICLE X **UNIFORM ALLOWANCE**

P.A.C.E. members who work at the City of Pleasant Hill's Police Department as members of that department shall be paid a uniform allowance in accordance with the uniform allowance provisions for non-sworn personnel that are set forth in the Memorandum of Understanding between the Pleasant Hill Police Association and the City.

For purposes of this Article, the P.A.C.E. members who work at the Pleasant Hill Police Department are those in the following classifications: Executive Secretary to the Chief of Police; Information Systems Coordinator; and Secretary. This Article is not intended to apply to P.A.C.E. members who work at the Pleasant Hill Police Department only on an occasional or temporary basis.

ARTICLE XI **MEDICAL, DENTAL, LIFE AND DISABILITY BENEFITS**

A. Medical.

The City shall provide medical coverage and shall pay for the cost of such coverage except that members of PACE who have medical coverage through the City shall contribute towards the premium costs for their medical coverage as follows:

1. **Members employed as of October 31, 2011:**

The City will pay seventy-five percent (75%) of medical premium on behalf of the employee for either Kaiser or Blue Shield (or their respective successors) at the applicable level of participation; Provided, that effective on the first premium due date following adoption of this 2016-19 MOU by the City Council the City will commence paying eighty percent (80%) of the Kaiser or Blue Shield (or successor plans) medical premium at the employee's applicable level of participation.

The City shall deduct amounts in excess of the City's contributions from the members' pay each pay period, on a pre-tax basis to the extent permitted by applicable law.

2. Members employed on or after November 1, 2011:

City will pay seventy-five percent (75%) of the Kaiser (or successor plan) premium at each level of participation; employee will pay the remainder.

The City shall deduct amounts in excess of the City's contributions from the members' pay each pay period, on a pre-tax basis to the extent permitted by applicable law.

3. Payment In Lieu of City Medical Plan Coverage.

Upon proof to the Personnel Officer of medical coverage from another source employees may elect to receive \$400.00 per month in lieu of the City's contribution to the employee's medical plan. An eligible employee may elect to receive this "in lieu" payment in cash or as a contribution on the employee's behalf into the employee's 457 deferred compensation account. Employees receiving in lieu payment shall not be required to make the premium contributions described in Section XI.A, above.

4. Plan Modifications. The City may modify, reduce the number of, or substitute for the City's existing plans to facilitate savings that, in the City's judgment, are prudent to manage competition among current and potential providers or to ensure that the cost of the City's selected plans do not trigger a direct or indirect Excise Tax under the Affordable Care Act.

B. Dental. The City will provide a dental plan which provides at least an 80/20 payment benefit and a maximum benefit of \$1,500 per person per year. The City will pay 100% of the premium for a dental program for the employee and all dependents.

C. Life Insurance. The City agrees to pay the cost of life insurance premiums to provide fifty thousand dollars (\$50,000) coverage for the length of this Agreement.

D. Disability Insurance. The City agrees to continue to pay the total cost of disability insurance plan, and sixty-six and two-thirds (66 2/3) percent of salary plan, for length of Agreement. However, the City reserves the right to change carriers if the premium becomes excessive. The elimination period shall be thirty (30) days. A woman unable to work for pregnancy related reasons is entitled to disability and/or sick leave on the same basis as employees unable to work for other medical reasons due to off-the-job disability. This long term disability plan will be revised annually on November 1 and will be adjusted to a maximum of 2/3 of top step of the Associate Engineer.

E. IRS 125 Plan. All benefits covered under the City's IRS 125 Plan may be paid on a pre-tax basis. Examples include dependent care, out-of-pocket medical costs and specified insurance premiums.

F. **Vision Plan.** The City agrees to provide PACE employees and their dependents with a vision insurance plan that will allow one examination, and one pair of eye glasses or one pair of contact lenses on an annual basis.

ARTICLE XII **PERS RETIREMENT**

A. **PERS Classic Miscellaneous Members.** The City will continue to contract with PERS to provide PACE bargaining unit members employed before April 16, 2012 who are classic members of PERS with PERS Miscellaneous employee group retirement benefits including but not limited to: 2%@55 retirement benefits; and single highest year final average salary calculation.

The benefits for employees hired on or after April 16, 2012 who are classic members of PERS will include the Miscellaneous 2%@60 formula with final compensation based on a three-year average as determined by PERS.

Employees hired on or after January 1, 2013 shall be subject to the provisions of the Public Employee Pension Reform Act of 2013, as amended. Those who qualify under that law for continued status as "classic" members of PERS as defined therein will participate in whichever of the above-described classic pension benefit plans applies as prescribed by law and determined by the PERS.

B. **Classic Member Contributions.** Classic PERS members will pay the full seven percent (7%) employee PERS member contribution. There will be no Employer Paid Member Contribution.

C. **PEPRA.** Notwithstanding the foregoing, the City will contract with PERS to provide a pension plan for an employee who is a "New Member" of the California PERS, as defined by the Public Employee Pension Reform Act of 2013, as amended, (hereinafter "PEPRA"). Such new member shall participate in the PEPRA plan and pay such contributions into CalPERS as prescribed therein and as may be revised from time to time.

D. **Application of Accumulated Sick Leave To PERS Service Credit.** To the extent allowed by applicable law, regardless of employment date an eligible employee who retires from the City through CalPERS may elect to apply his or her then remaining accumulated unused sick leave balance to the calculation of service credit for PERS retirement benefit calculation purposes.

ARTICLE XIII **EDUCATIONAL INCENTIVE**

The City agrees to continue the educational incentive to employees within the unit as follows:

- A. **Qualifying Courses.** The course or courses taken must: (1) relate to the employee's job or be a part of a degree program which has application to City service; and (2) be approved by the employee's Department Head.
- B. **Scope of Reimbursement.** If the requirements in section "a" are met, the City will reimburse the employee for books and technology upgrades or additions, and will also pay the employee \$18 per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all these items (including the \$18 per month per credit unit) does not exceed \$500 per semester or quarter, and \$2,000 per calendar year overall.
- C. **Required Documentation.** To be reimbursed for tuition, books, and technology upgrades or additions, the employee must provide proof satisfactory to the City that the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken. Such proof includes, but is not limited to, purchase receipts, course syllabus, written requirements and/or written confirmation from the instructor.

ARTICLE XIV **PERFORMANCE EVALUATIONS/BONUS AWARDS**

- A. **Performance Evaluations.** The City will continue to use an annual performance evaluation. Performance evaluations will be made once a year during the month of January of each calendar year.

All performance evaluations shall be signed by the employee indicating knowledge of the evaluation and that said evaluation is being placed in the employee's personnel file.

If an employee receives an evaluation of "below standard" on six (6) of the twelve (12) categories, they may be reduced in pay up to 7% for a one-year period upon recommendation of the Department Head and approval of the City Manager.

- B. **Bonus Awards.** Each year, employees who meet the following threshold eligibility requirements may be considered for a bonus:

1. The employee must be at the top of his/her salary range; and
2. The employee must receive the highest possible rating in at least half of the rating categories in his/her performance evaluation.

Meeting these threshold eligibility requirements renders the employee eligible to be considered for a bonus. It does not guarantee that a bonus will be awarded.

Where an employee meets the threshold eligibility requirements, his/her immediate supervisor may recommend that the employee be awarded a bonus. The employee's Department Head must approve the recommendation. If the Department Head approves the recommendation, he/she will forward it to the Personnel Officer, who will

confirm that the employee is in fact eligible for consideration for a bonus. The Personnel Officer will then forward the recommendation to the City Manager. The City

Manager shall have discretion to approve or disapprove the bonus recommendation. If the City Manager approves, he/she shall also determine the amount of the bonus, which shall not exceed a maximum of 7% (seven percent) of the employee's base salary for that evaluation year.

If the employee receives a bonus award, he/she may elect to have the bonus paid either as a lump sum contribution to his/her 457 plan or as a lump sum cash award paid directly to him/her.

The bonus does not become a part of the employee's salary. After payment (whether as a contribution to the employee's 457 plan or as a cash payment directly to the employee), the employee receives no further payment under his/her bonus award for that evaluation year. Employees may receive bonus awards more than once during their employment with the City, provided all the requirements of this section are met.

ARTICLE XV **SALARY CHANGES**

- A. Base Wage/Salary Rates November 1, 2016.** Effective November 1, 2016 the City will increase the base wage and salary rates of employees covered by this Memorandum of Understanding by three percent (3%) of the rates in effect on October 31, 2016.
- B. Base Wage/Salary Rates November 1, 2017.** Effective November 1, 2017, the City will increase the base wage and salary rates of employees covered by this Memorandum of Understanding by three percent (3%) of the rates in effect on October 31, 2017.
- C. Base Wage/Salary Rates November 1, 2018.** Effective November 1, 2018, the City will increase the base wage and salary rates of employees covered by this Memorandum of Understanding by three percent (3%) of the rates in effect on October 31, 2018.
- D. Wage/Salary Rate Tables.** The results of the increases described above are illustrated in Exhibit A of this Memorandum of Understanding.
- E. Lump Sum Timely Signing Incentive.** Within thirty (30) days after the adoption of this Memorandum of Understanding by the City Council the City will pay each employee a one-time-only lump sum payment of five hundred dollars (gross). The Parties acknowledge that this payment is an incentive paid for the Union having ratified this 2016-19 Memorandum of Understanding before November 30, 2016, is not paid for services rendered, and not subject to CalPERS pension contributions. It is, however, subject to all other normal payroll taxes, withholding, and deductions.

ARTICLE XVI
DEFERRED COMPENSATION PLAN

Each employee shall have the option of making monthly contributions to the City's 457 Deferred Compensation Plan. Upon proof to the Personnel Officer of medical coverage from another source, employees may elect to have the City pay \$400.00 per month on his/her behalf into the City's Deferred Compensation Plan in lieu of the City's contribution to the employee's medical plan.

An employee may elect to defer up to the maximum dollar amount allowed by law to his/her 457 account under the City's Deferred Compensation Plan.

ARTICLE XVII
NO STRIKE OR LOCKOUTS

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement.

The Association agrees that during the term of this Agreement, City employees shall not engage in or support strikes, work stoppages, slow downs, boycotts, or other direct or indirect work actions against the City. Any employee participating in these prohibited activities may be disciplined by the City.

ARTICLE XVIII
FULL AGREEMENT

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the City and PACE. This Agreement supersedes all previous Memoranda of Understanding between the City and PACE except as specifically referred to in this Agreement.

ARTICLE XIX
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remained of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XX
CLASSIFICATIONS WITHIN UNIT "B"
AND COVERED EMPLOYEES

The City recognizes the Association as the sole and exclusive representative for the Confidential/Professional Employees' Bargaining Unit "B" consisting of the following classifications, as well as any new classifications which may be assigned to this representation unit by the City Manager:

Accountant
Accounting Technician I
Accounting Technician II
Administrative Analyst I
Administrative Analyst II
Administrative Secretary
Assistant Engineer
Assistant Planner
Associate Engineer
Associate Planner
Building Plan Checker
City Code Investigator
Community Relations Specialist/Public Information Officer
Computer Technician I
Computer Technician II
Executive Assistant to the City Council/City Manager
Executive Secretary to the Police Chief
Human Resources Analyst
Human Resources Technician
Information Systems Coordinator
Payroll Technician
Planning Technician
Receptionist
Secretary

Part-time and temporary employees, as defined by the City's Personnel Rules and Regulations, are not covered by this agreement.

Vacancies in any of the classifications represented by PACE shall be posted on bulletin boards accessible to current members, notifying them of the vacancies and application requirements. Public notice of both open and promotional selection processes shall be given at least seven days in advance of the last date for filing applications.

ARTICLE XXI
TERM OF AGREEMENT

This Agreement shall become effective as of November 1, 2016 and shall continue in full force and effect until expiration at midnight October 31, 2019.

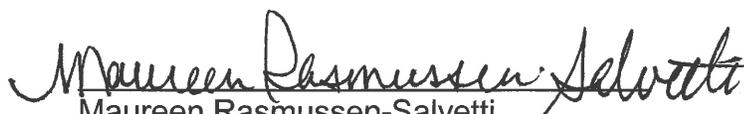
AS WITNESSED HERETO by the following parties:

FOR THE CITY OF PLEASANT HILL:

FOR PACE:



Sue Noack
Mayor



Maureen Rasmussen-Salvetti
PACE President



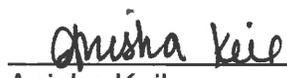
June Catalano
City Manager



Jackie Burke
PACE Vice-President



Ericka Mitchell
Human Resources Manager



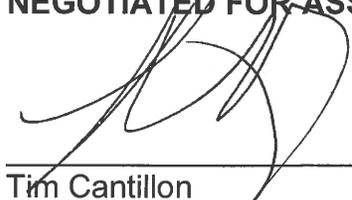
Anisha Keil
PACE Secretary

APPROVED AS TO FORM:

NEGOTIATED FOR ASSOCIATION:



Janet Coléson
City Attorney



Tim Cantillon
Chief Negotiator

NEGOTIATED FOR CITY:



Darrell Murray
Chief Negotiator

CITY OF PLEASANT HILL
 PROFESSIONAL AND CONFIDENTIAL
 EFFECTIVE 11/01/16 - 3.0%

EXHIBIT A

RANGE	A	B	C	D	E	F	POSITION
60	3618	3803	3991	4192	4400	4622	RECEPTIONIST
62.5	4079	4337	4561	4784	5021	5273	SECRETARY
65	4129	4390	4606	4839	5080	5337	
70	4225	4506	4729	4965	5209	5474	ACCOUNTING TECHNICIAN I
75	4326	4606	4839	5080	5337	5598	PLANNING TECHNICIAN
80	4529	4814	5056	5313	5576	5858	
85	4543	4838	5081	5337	5596	5873	
90	4674	4965	5209	5474	5749	6034	HUMAN RESOURCES TECHNICIAN/ACCOUNTING TECHNICIAN II
95	4797	5108	5356	5631	5914	6212	ADMINISTRATIVE SECRETARY/PAYROLL TECHNICIAN
100	4804	5109	5367	5638	5915	6396	
105	4956	5323	5586	5866	6157	6466	EXEC ASSISTANT TO POLICE CHIEF
110	5251	5576	5858	6147	6457	6783	EXEC ASSISTANT TO CITY MGR & CITY COUNCIL
115	5262	5596	5873	6167	6477	6802	
120	5401	5898	6193	6504	6830	7173	ACCOUNTANT/COMPUTER TECHNICIAN I
125	5523	5959	6259	6570	6899	7243	ADMIN ANALYST I
130	5667	6034	6333	6654	6981	7335	
135	5902	6296	6612	6939	7290	7656	ASSISTANT PLANNER
140	5959	6333	6654	6981	7335	7703	CITY CODE INVESTIGATOR/COMPUTER TECHNICIAN II
145	6077	6479	6804	7147	7504	7881	
150	6177	6574	6906	7245	7609	7990	INFO SYSTEMS COORDINATOR
151	6204	6615	6948	7291	7659	8042	ADMIN ANALYST II/HR ANALYST/COMMUNITY RELATIONS SPECIALIST/PIO
152.5	6260	6654	6981	7335	7703	8090	ASSISTANT ENGINEER
155	6394	6801	7146	7504	7881	8270	ASSOCIATE PLANNER
160	6567	6981	7335	7703	8090	8490	HOUSING COORDINATOR
165	6791	7291	7656	8038	8441	8864	
170	6893	7335	7703	8090	8491	8921	
175	7238	7703	8090	8490	8921	9364	ASSOCIATE ENGINEER

EXHIBIT B

MATERNITY LEAVE POLICY

The City of Pleasant Hill shall have the following maternity policy subject to the approval of the City Manager.

1. Leave of absence without pay for up to but no more than four and one half (4 ½) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post-delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence without Pay.
3. Sick leave may be used during this leave where medically justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employee's accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental, and life insurance premiums during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.
7. The four and one half months (18 weeks) Leave of Absence will be the absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents the employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half months (4 ½) leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

Date: _____

TO: _____, Department Head

FROM: _____, Employee

I hereby request a maternity Leave of Absence Without Pay from

_____ to _____

I request the use of _____ Vacation hours.

Approved – Department Head

I request the use of _____ compensatory hours.

Approved – Department Head

I understand the following maternity policy:

1. Leave of absence without pay for up to but no more than four and one half (4 ½) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence Without Pay.
3. Sick leave may be used during this leave where medically justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employee's accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post-child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental, and life insurance premium during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.

- 7. The four and one half months (18 weeks) Leave of Absence will be absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents an employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one half (4 ½) months leave, shall constitute abandonment of position.

- 8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

I acknowledge that all of the provisions of this policy above are fully understood.

(Employee Signature)

(Date)

(Approved-Department Head Signature)

(Date)

(Approved-Personnel Officer Signature)

(Date)

(Approved-City Manager Signature)

(Date)