

CITY OF HOLLISTER  
MID-MANAGEMENT EMPLOYEES

SALARY & BENEFITS PLAN

EFFECTIVE JULY 1, 2025

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## ARTICLE 1. APPLICATION OF SALARY AND BENEFITS PLAN

This Salary and Benefits Plan shall apply to the City of Hollister (“City”) Mid-Management Employees (hereafter referred to as "Mid-Management Employees"). This Unrepresented group of employees includes the following Unrepresented Classifications.

- *Senior Civil Engineer*
- *Associate Engineer*
- *Associate Engineer – Traffic*
- *Capital Improvement Project Manager*
- *Fleet Maintenance Supervisor*
- *Cannabis Affairs Manager*
- *Parks Maintenance Supervisor*
- *Administrative Supervisor*
- *Senior Public Works Inspector*
- *Environmental Programs Manager*
- *Planning Manager*
- *Public Works Superintendent*
- *Recreation Supervisor*
- *Recreation Manager*
- *Projects Coordinator*
- *Senior Wastewater Treatment Plant Operator*
- *Senior Planner*
- *Streets Maintenance Supervisor*
- *Utility Supervisor*
- *Economic Development Manager*
- *Associate Engineer – Utilities*
- *Code Enforcement Supervisor*

The Benefits stated in this Plan shall apply to the Mid-Management Employees under Employment Contract with the City, unless stated otherwise. Contracted Employees are not eligible for Salary Adjustments under Article 2.

## ARTICLE 2. SALARY AND SPECIAL COMPENSATION

### A. Salary Adjustment

Effective the first full pay period after July 1, 2025, the City shall apply a zero percent (0%) increase to the salary schedule for all classifications of the Mid-Management Employees.

### B. Retirement

#### 1. Contribution

##### Tier 1

- a. Effective the first full pay period after the execution of the Salary and Benefits Plan, and the City’s subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS “2.5% @ age 55” Retirement Benefit Plan shall pay eight percent (8%) of their Compensation as part of the Employees’ contribution.

##### Tier 2

- b. Effective the first full pay period after the execution of the Salary and Benefits Plan, and the City’s subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS “2% @ age 60” Retirement Benefit Plan shall pay seven percent (7%) of their Compensation as part of the Employees’ contribution.

### **Tier 3**

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a “new member” under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

### **2. 1959 PERS Survivor Death Benefit**

The City shall provide the PERS Section 21574 "Fourth Level 1959 Survivor Death Benefit" for all eligible unit members for the term of this contract. The City shall pay the employer rate contribution. The employee shall pay the member rate contribution.

### **3. One-Year Final Compensation Benefit**

The City shall provide the PERS Section 20042 "One Year Final Compensation" benefit for eligible unit members.

All new employees hired on or after January 1, 2013, and who are defined as a “new Member” under PEPRA, are subject to the new State Formulas, Final Compensation Period, and Contribution requirements as established by the PEPRA.

## **C. Bilingual Allowance**

Employees who perform technical bilingual skills (reading, writing and oral translation) for the benefit of the City on a regular and ongoing basis and who successfully pass City-administered proficiency test shall receive an allowance based on the level(s) of bilingual competency listed below.

### **Level I – Oral Translation**

Employees who perform technical bilingual skills and who successfully pass a City-administered oral proficiency test shall receive an allowance of one hundred seventy-five dollars (\$175.00) per month. The Allowance will be payable as part of the employee’s bi-weekly payroll.

### **Level II – Written Translation**

For employees who successfully pass the written proficiency test, shall receive an additional amount of one hundred and twenty-five dollars (\$ 125.00) per month. Each department within the City will be allowed 3 positions of level 2 bilingual services. If a department’s need for bilingual services becomes greater than the allotted 3 positions, the department head may request to increase its bilingual services pending City Managers approval.

Employees who become eligible for Level II will be required to serve as an oral translator and/or provide written translation in the course of the employee’s duties on a regular and on-going basis, per the City’s needs. These employees may be called upon by other departments on an as need basis.

Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of City residents (i.e. City mailers, informational brochures, inserts in City utility billings, social medial, public notices, and any additional documents as needed.) Employees, who are currently

receiving Level I Bilingual Allowance, will not be required to retest in order to continue receiving the monthly allowance.

#### **D. Overtime and Holiday Pay**

1. Any employee covered under this Salary and Benefits Plan, who is determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and who is authorized or required to work overtime in excess of forty (40) hours per week, shall be compensated at the rate of time and one-half for each hour worked.
2. Any employee covered under this Salary and Benefits Plan, who is determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and is authorized or required to work on any City- recognized holiday, shall be compensated at the rate of time and one-half for each hour worked in addition to their regular holiday pay.
3. Any employee covered under this Salary and Benefits Plan, who is determined to be overtime ineligible as defined by the Fair Labor Standards Act (FLSA), shall receive Administrative Leave as identified in Article 12. Miscellaneous, Section (P) "Administrative Leave" below.

#### **E. Compensatory Time**

Any employees covered under this Salary and Benefits Plan, who are determined to be overtime eligible as defined by the Fair Labor Standards Act (FLSA) and who are authorized or required to work overtime, shall have the option to either receive paid compensation at a rate one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week, or to take compensatory time off from duty at a rate one and one-half (1 ½) times the amount of each overtime hour worked which exceeds forty (40) hours per week.

Overtime eligible employees who work holidays shall have the option to either receive paid compensation at a rate one and one-half times the employees' regular pay rate plus receive employees' regular eight (8) hours paid compensation, or to take compensatory time off from duty at a rate one and one-half (1 ½) times the amount for each hour worked plus the eight (8) hours regular paid time. Employees who are called in on holidays shall also receive this option. Employees may accumulate a maximum of two-hundred forty (240) hours (160 FLSA overtime hours worked) in their "Compensatory Time Bank".

#### **F. 24-Hour Hazardous Materials (Hazmat) Certification Premium Pay**

Employees covered under this Salary and Benefits Plan, who are required to perform duties and respond to emergency situations involving exposure to hazardous materials, and who possess and maintain a 24-Hour Hazardous Materials Technician Level III certification that meets 29 CFR 1910.120(q) shall be paid premium pay of five percent (5.0%) so long as they are assigned such responsibilities and maintain current certification for this Premium Pay.

Eligibility shall be effective on the first Payroll Period following ratification of this Salary and Benefits Plan.

The City will review annually the number and types of occurrences to which employees qualifying for this premium pay are called to respond to in order to determine the cost-effectiveness of maintaining this program. The City reserves the right to change the amount of the premium pay in consideration of the number and magnitude of the incidents, the actual response by the employee(s)

both during and outside normal business hours, and other factors deemed relevant by the City. The Premium Pay will be payable as part of the employee's bi-weekly payroll.

#### **G. Land Surveyor License Certification**

All employees covered under this Salary and Benefits Plan, who possess and maintain a valid California Land Surveyor License shall receive Annual Incentive Pay of five percent (5%) of base salary, payable as part of the employee's bi-weekly payroll. Employees covered by this Salary and Benefits Plan, whose job assignment as determined by the City Manager requires this certificate and performs the work will be the individuals that receive the annual incentive pay. Anyone currently receiving this incentive is grandfathered in as of the signing of the Salary and Benefits Plan.

#### **H. Cross-Connection Specialist Certification**

All employees who possess and maintain a valid California and Nevada Cross-Connection Specialist Certification shall receive Annual Incentive Pay of five percent (5%) of base salary, payable as part of the employee's bi-weekly payroll. This certification shall be utilized for the upkeep and maintenance of, and be funded solely through the City's Water and Wastewater Enterprise Systems. Employees covered under this Salary and Benefits Plan, whose job assignment as determined by the City Manager requires this certificate and performs the work will be the individuals that receive the annual incentive pay. Anyone currently receiving this incentive is grandfathered in as of the signing of the Salary and Benefits Plan.

#### **I. Longevity Pay**

A longevity bonus shall be paid to employees of this unit who complete the following specified consecutive years of service and will be effective the first full pay period following the completion of:

<u>NUMBER OF CONSECUTIVE YEARS OF SERVICE</u>	<u>LONGEVITY BONUS</u>
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*The 10th Year of Service*

*The 15th Year of Service*

*The 20th Year of Service*

*Three Percent (3.0%) of Base Salary*

*Six Percent (6.0%) of Base Salary*

*Nine Percent (9.0%) of Base Salary*

Mid-Management Employees who were eligible for and received longevity bonus pay prior to July 1st, 2009 shall be entitled to receive the difference between the previous longevity bonus pay and the increased longevity bonus pay provided in this Salary and Benefits Plan so that the net result is that all employees with equivalent years of service will receive the same longevity pay amount. Mid-Management Employees shall be limited to one category of longevity bonus pay. If a Mid—Management Employee initially received this pay while a member of a bargaining unit, the employee shall not be entitled to any additional longevity pay. Longevity Pay will be payable as part of the employee's bi-weekly payroll.

#### **J. Standby Pay**

Employees covered by this Salary and Benefits Plan who are assigned to standby duty shall be paid two-hundred fifty dollars (\$250.00) for each week that they are so assigned. Standby pay can be

broken down by a rate of \$35.71 per day (\$250 divided by 7 days) to the maximum of \$250.00 per week. The City shall have full discretion in making and administering standby assignments. This shall include, but not be limited to, the authority of the City to:

1. Require an employee to be available at all hours by telephone or to use a pager.
2. To restrict employee's travel in order to perform standby assignments.
3. Require employee to refrain from activities which would impair the ability to respond to emergency situations.
4. While on standby, employee will only be required to answer a call out for public health and safety issues.

Management agrees to involve employees in discussions regarding standby policy modifications.

Standby assignments shall be scheduled in advance to provide even distribution of on-call assignments to the extent possible. However, schedule adjustments may be necessary due to illness, vacation, vacancy, and/or other types of approved leave.

#### **K. Telephone Stipend**

The City will pay a cell phone allowance of \$40 per month to Mid-Management Employees. Employees receiving this allowance shall keep the phone in service at all assigned times and shall maintain the phone in proper working order at the employee's expense. No employee will be allowed the Cell Phone Allowance if they also maintain a City provided Cell Phone. City has no financial responsibility for lost or damages cell phones. The Stipend will be payable as part of the employee's bi-weekly payroll.

#### **L. Notary Public Commission Pay**

Any Mid-Management Employee who possesses and maintains a Notary Public Commission shall receive an allowance of \$125.00 per month. Employees who receive Notary Public Commission Pay shall remain subject to the needs and requirements of the City. The Commission Pay will be payable as part of the employee's bi-weekly payroll.

#### **M. Event Pay**

Any Mid-Management Employee who is required to work a special event, which is defined as a local event that is sponsored by an established organization (i.e. Hollister Motorcycle Rally, Hollister Airshow, HazMat Day, Lights on Celebration, etc.) and with City Manager's approval will be compensated \$400 per day.

#### **N. Heavy Equipment Operation Premium**

Effective upon execution of this Salary and Benefits Plan, employees in the class of Fleet Maintenance Supervisor, Parks Maintenance Supervisor, Public Works Superintendent, Streets Maintenance Supervisor, and Utilities Supervisor who possess and maintain a Class A license and operate heavy equipment shall receive a premium payment of two dollars (\$2.00) over his/her regular base rate for each hour worked.



## **O. Qualified Stormwater Developer (QSD) / Qualified Stormwater Practitioner (QSP)**

An employee who possesses and maintains a valid QSD/QSP certificate as required by the State of California for stormwater best management practices shall receive annual incentive pay of five percent (5.00%) of base salary, payable as part of the employee's biweekly payroll, if the employee's job assignment as determined by the City Manager requires the individual to perform the work.

## **ARTICLE 3. INSURANCE**

### **A. Description**

The City of Hollister Flexible Benefits Plan/Cafeteria Plan (hereinafter "Plan") is available to full-time employees (hereinafter "Employees"). There will be three participation levels as referenced under Section [E]. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third-Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

### **B. Health Insurance Options**

The City shall provide employees with the choice of participating in the Public Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS.

### **C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan**

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute towards the PEMHCA medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan as specified below.
3. The City shall allocate specified amounts of "Flex Credits" to the employee's flexible benefit account. These amounts shall consist of the following:
  - a. The City will contribute a dollar amount towards medical insurance premiums at the following levels:.

<b>COVERAGE</b>	<b>CITY CONTRIBUTION</b>
Employee Only	\$1,162.71
Employee Plus One	\$2,325.42
Employee Plus Family	\$3,023.05

- b. The City will contribute towards dental insurance in the following amounts.

<b>COVERAGE</b>	<b>CITY CONTRIBUTION</b>
Employee Only	\$49.80
Employee Plus One	\$100.63
Employee Plus Family	\$135.91

- c. The City will contribute towards vision insurance in the following amounts:

<b>COVERAGE</b>	<b>CITY CONTRIBUTION</b>
Employee Only	\$14.15
Employee Plus One	\$30.29
Employee Plus Family	\$30.29

4. In the event that surplus Flex Credits are available, any Mid-Management Employee shall have the option to allocate such Flex Credits to one or more of the following:
- a. Mid-Management Employees' Flexible Spending Account.
  - b. Roth Individual Retirement Account (IRA).
  - c. ICMA or City-authorized 457 Deferred Compensation Plan.

If a Mid-Management Employee's residual "Flex Credits" are reduced, the employee will have the responsibility to pay the contribution no longer covered by the Surplus Flex Credits.

5. Employees who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in the respective sections below. The cost of the optional premium not covered by available flex credits shall remain the employee's responsibility.
6. Employees who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [J] below.

#### **D. Terms for Health Care Participation**

Participation and coverage in the medical, dental, and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

#### **E. Health Care Contributions**

##### **1. Employee-only Premium**

The City shall contribute towards the medical, dental, and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this Salary and Benefits Plan for each employee covered under this Salary and Benefits Plan. The employee-only premium for medical insurance shall be in accordance with Section [C] above.

##### **2. Employee Option for Dependent Coverage**

For those employees who elect the option for dependent coverage for medical, dental, and vision insurance plans, the City shall contribute monthly amounts equal to the employee plus one and employee plus family toward such dependent coverage in accordance with Section [C] above.

#### **F. Vision Insurance**

The City shall provide a vision care insurance plan which is available to eligible employees and qualified dependents during the term of this Salary and Benefits Plan.

The City shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

#### **G. Dental Insurance**

The City shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

#### **H. Life Insurance**

The City shall provide term life insurance in the amount equal to \$100,000.00 for each employee covered under, and for the term of, this Salary and Benefits Plan. Additional term life insurance may be purchased by the employee in increments of \$10,000.00 up to a total of \$250,000.00.

#### **I. Long Term Disability Insurance**

The City agrees to provide to all employees covered under this Salary and Benefits Plan, at City cost a Supplemental Long Term Disability Plan, coordinated with other existing benefits to provide no more than a thirty (30) day exclusion or elimination period; no less than a one (1) year benefit for accident or illness; and a minimum scheduled benefit of sixty-six percent (66%) or two-thirds (2/3) of gross salary to a maximum of \$3,500.00 per month for the term of this Salary and Benefits Plan. The City in its sole discretion shall select the Supplemental Long Term Disability Plan carrier that meets these requirements.

#### **J. Health Insurance Waiver Option**

1. Employees covered under this Salary and Benefits Plan, who elect not to participate in the City's health care insurance program, will be compensated in a monthly amount as follows:

\$535	Employee Only
\$1,075	Employee plus one
\$1,380	Employee plus family

The compensation will be based on the employer's contribution towards the premiums for the City's health plan at the level corresponding to the employee's verified non-City coverage (employee only, employee plus one dependent, or employee plus two or more dependents). To receive this benefit, employees must submit documentation demonstrating their enrollment in a qualified non-City insurance plan at the applicable coverage level. This documentation must be provided at the time of waiver and during any subsequent verification periods as specified in

Section [3] below. Upon verification of coverage, this cash amount will be paid as part of the employee's bi-weekly payroll.

2. Employees covered under this Salary and Benefits Plan shall be eligible to elect not to participate in the City's health care program.
3. Employees covered under this Salary and Benefits Plan electing not to participate in the City's health care insurance program must annually provide proof of medical insurance coverage and verify any dependents as if they were receiving coverage through the City in order to maintain payment under this waiver option.
3. In addition to the coverage options specified under Article 7. Insurance of the Salary and Benefits Plan between the City of Hollister and Mid-Management Employees, the following optional health benefits shall be available to the Mid-Management Employees.

#### **K. Optional Health Benefits**

Employees covered under this Salary and Benefits Plan that have elected to participate in a City-offered medical plan can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use that surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have a pre-tax payroll deduction in an amount to cover the cost of their elections.

Employees may pay the premiums for the following benefits on a voluntary basis:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Group Term Insurance up to \$50,000.00 for Employees only
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Cancer Insurance
- Supplemental Health Insurance
- Accidental Only Insurance
- Intensive Care Insurance

#### **L. Flexible Spending Accounts (FSA's)**

The City agrees to establish a pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law to be funded by employee.

The City agrees to establish a pre-tax medical reimbursement account, up to the maximum amount allowed by law.

#### **M. Voluntary Life Insurance**

The City shall offer a voluntary supplemental life insurance plan through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier. Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

## **N. Miscellaneous**

The City of Hollister does not allow the employee to take the surplus credits in taxable cash. For employees who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at no cost to the employee.

## **ARTICLE 4. SAFETY COMPLIANCE AND EQUIPMENT**

### **A. Safety Compliance**

The City shall meet the requirements of Cal OSHA.

### **B. Safety Boot Allowance**

Eligible employees in the classification of Senior Civil Engineer, Associate Engineer, Associate Civil Engineer, Associate Engineer-Traffic, Capital Improvement Project Manager, and Administrative Supervisor shall be reimbursed up to one-hundred seventy-five dollars (\$175.00) per year, upon presentation of satisfactory proof-of-purchase, for safety shoes or boots which are approved and authorized by City management. Used safety shoes and boots are the property of the City and shall be returned to the City.

This allowance is to assist employees in purchasing City-approved work shoes and/or boots appropriate for the type of work being performed in accordance with General Industry Safety Orders, Title 8, Section 3385. Appropriate safety shoes and boots shall incorporate the following safety factors depending on the type of work performed:

- 1) Non-skid sole
- 2) Adequate ankle protection
- 3) Puncture protection
- 4) Impact/compression protection

Eligible employees in the classification of Streets Maintenance Supervisor, Utilities Supervisor, , Fleet Maintenance Supervisor, Parks Maintenance Supervisor, Public Works Superintendent, , and Senior Wastewater Treatment Plant Operator shall be reimbursed up to three-hundred (\$300.00) per year, upon presentation of satisfactory proof-of-purchase, for safety shoes or boots which are approved and authorized by City management.

Employees in the classifications of Recreation Manager Senior Planner, Planning Manager, Information Systems Manager, Economic Development Manager, and Projects Coordinator shall not be eligible for this safety boot allowance.

## **ARTICLE 5. MISCELLANEOUS**

### **A. Deferred Compensation Plan**

The City shall continue to provide a voluntary Deferred Compensation Plan for all employees covered under, and for the term of this Salary and Benefits Plan.

#### **B. Tool Replacement Allowance**

1. The City shall provide a tool replacement fund for the replacement of worn out or broken shop tools and the purchase of new shop tools as needed. This allowance will be available to those employees in classifications of Fleet Maintenance Supervisor who are required as a condition of employment to provide their own shop tools for the performance of their duties within City service. The utilization of this fund shall not exceed \$500.00 per employee for any fiscal year. All shop tools purchased and reimbursed under this provision shall be maintained by the employee so as to be immediately available for City work.
2. The employee shall acquire the tool(s) and shall present documentary evidence (receipts and invoices, etc.) of the acquisition and ownership to the City for reimbursement. The Department Head or his designee may inspect and inventory all tools acquired under this provision.
3. The refusal to replace a tool by Management will not be a grievable matter.

#### **C. Working Out of Classification Assignment**

Employees assigned by management on a Personnel Action Form (P.A.F.) shall be compensated within the salary range for which the assignment is made, but in no case less than five percent (5%) subject to the following:

1. The position must be budgeted.
2. Must be assigned in writing by the department head and approved by the City Manager to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) consecutive working days or eighty (80) consecutive working hours in a fiscal year, (or eight (8) consecutive working days) the employee, shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay, beginning with the eleventh (11th) day or the eighty-first (81st) hour of the assignment. A continuous out-of-classification assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving the compensation for an assignment, which commences on June 15 of one (1) fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose 11th day or eighty-first (81st) hour of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the 11th day or eighty-first (81st) hour. This provision shall apply only as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter collectively as "PEPRA".
3. Management's assignment or non-assignment is final.

#### **D. Vacation Leave, Sick Leave, Holidays, Paid Holiday Closure and Floating Holidays**

##### **1. Vacation Leave**

<u>Years of Service</u>	<u>Annual Vacation Accrual</u>
<i>1st through completion of 3rd</i>	<i>10 days</i>
<i>4th through completion of 7th</i>	<i>15 days</i>
<i>8th through completion of 15th</i>	<i>20 days</i>
<i>16th through completion of 20th</i>	<i>22 days</i>
<i>beginning of 21st year</i>	<i>25 days</i>

All Mid-Management Employees covered under this Salary and Benefits Plan are entitled to ten (10) working days of vacation pay upon successful completion of their first six (6) months of continuous service. Employees may take accrued vacation after the completion of six (6) months of service.

**a. Vacation Accrual Rate**

**b. Maximum Accrual**

Mid-Management Employees may only accumulate a maximum of thirty- five (35) working days (280 hours) of vacation without the authorization of the City Manager. Accumulated vacation time of more than thirty-five days (280 hours) requires prior written authorization by the City Manager and must be used prior to the end of the calendar year or it will be lost.

Any Mid-Management Employee who separates in good standing from the City shall be compensated for a maximum of two-hundred eighty (280) hours at the employee's hourly rate of pay at the time of separation from City service.

**c. Cash Out of Vacation**

Mid-Management Employees may cash out vacation leave hours in the increments of ten (10) hours as long as it has been budgeted and must have the City Manager's Approval. Compensation for vacation leave cashed out will be made at the employee's rate of pay at the time of cash out. Request for payment of vacation time shall be made in writing to the Department of Administrative Services at least thirty (30) days in advance.

Payments of cashed-out vacation leave will be made on the first full pay day which follows the end of the thirty (30) day advance. This payment will be made in the regular payroll check issued for that pay period.

**2. Sick Leave**

Sick leave shall be accrued at a rate of twelve (12) days per year (8 hours per month). Unused sick leave may be accrued without limit.

**3. Holiday Schedule**

All employees covered under this Salary and Benefits Plan are entitled to 12.5 paid holidays per year. Each paid holiday is the equivalent to 8.00 hours unless otherwise noted. The 12.5 paid holidays in the schedule below are the equivalent to 100.00 hours. The holidays are as follows:

New Year's Day	January 1
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Martin Luther King, Jr.	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve- Half Day	December 24
Christmas Day	December 25

If one of the holiday listed above falls on a Sunday, then it shall be observed on the following Monday. If one of the holidays listed above falls on a Saturday, then it shall be observed on the previous Friday.

#### **4. Holiday Office Closure**

The City Manager may elect to close certain City offices to the public between the Christmas and New Year's Day holidays. However, it will also be necessary to have a base level of staffing to open and operate certain offices during core business hours. Not all departments will be impacted as some public services must be provided on a continual basis.

To accommodate these needs, the City will provide all Mid-Management Employees a bank of thirty-two (32) HOLIDAY CLOSURE HOURS. An employee will have the option, with Department Head approval, to use HOLIDAY CLOSURE HOURS at any point between November 1 – December 31. There are no exceptions to these dates. HOLIDAY CLOSURE HOURS cannot be cashed-out and carry no cash value. Unused hours will be forfeited.

The Holiday Office Closure will apply to full and part-time City Employees. Department heads will assess their operations to determine the extent to which they will participate in total or partial closure of office to the public during the specified period. Those departments for which is impractical to consider closure for the days listed below will establish alternate days for employees to use the required Holiday Office Closure hours.

It is the employee's responsibility to ensure that required hours are taken off work prior to the end of each applicable fiscal year. Management will make every effort to accommodate employees' requests for the equivalent hours of time off.

The Holiday Office Closure is neither grievable nor appealable

#### **6. Floating Holidays**

All Eligible Mid-Management Employees shall receive two (2) floating holidays for their use on July 1 of each fiscal year. Each floating holiday is the equivalent to 8.00 hours.

#### **7. Working/ Called in on a Holiday**



Any employees covered under this Salary and Benefits Plan who work or called in on a holiday shall receive compensatory time off from duty at a rate equal to the amount of time worked on the holiday up to eight (8) hours per day worked. If an employee covered under this Salary and Benefits Plan is also entitled to an event pay the employee will be allowed to receive both the compensatory time and event pay.

#### **E. Vacation Illness Conversion**

If an employee covered under this Salary and Benefits Plan is on vacation and becomes ill, he or she may convert vacation time to sick leave with pay. This conversion must be supported by a physician's statement.

#### **F. Sick Leave Conversion to Cash**

Eligible employees covered under this Salary and Benefits Plan may convert a percentage of accrued, unused sick leave to cash at death or retirement from City employment. The provisions for this policy are as follows:

1. Employees may not "cash out" or be compensated for any of the first 240 hours of sick leave accrued.
2. Any current employee having completed 10 years of continuous service with the City and who retires from City service by filing for Service Retirement with CalPERS, will be compensated for fifty-percent (50%) of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of retirement from City service.
3. The surviving spouse or State-registered Domestic Partner, beneficiary(s), dependent(s), or estate of any current employee covered under this Salary and Benefits Plan who has completed 10 years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for fifty percent (50%) of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of death.
4. Any current employee having completed 10 years of continuous service with the City and having an unused sick leave accrual balance exceeding 500 hours may, at their option, "cash out" up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the "cashed out" hours do not diminish the unused sick leave accrual balance to an amount less than 500 hours.
5. Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused sick leave as described herein, shall be made in writing to the Administrative Services Department at least 30 days in advance of June 1st and December 1st of each year.
6. Payments of "cashed out" unused sick leave will be made on the first pay day which follows June 1st and December 1st of each year.

#### **G. Flexible Work Schedule**

Eligible employees covered under this Salary and Benefits Plan may work flexible work schedules (i.e. 4/10, 9/80) when feasible. It is not the intention of the City to reduce the number of hours that City services are available to the public. It is agreed that implementation of flexible work schedules

shall be evaluated on a work unit basis, and will only be approved where flexible work schedules can be implemented without reducing service levels and cost effectiveness.

## **H. Professional Development Incentive Program**

Employees who have successfully completed probation shall be eligible to receive a one-time professional development incentive for obtaining certificates or degrees received after the date of this Salary and Benefits Plan. A professional development incentive shall not be awarded if the certification or degree is a minimum requirement for their position.

The certificate must relate to the employee's current position or future opportunities with the General Employees Unit, Mid-Management Employees, Confidential Employees or the Executive Management Unit. Vocational Training, for purposes of this section, is defined as a minimum of 100 hours of specific training in a career field which results in a certificate of completion. The minimum one hundred (100) hours shall be documented classroom time or in the case of a correspondence program identified as the average length of time required to complete the program certification as documented by the certifying agency or institution. Only one (1) professional development incentive per fiscal year can be received by an employee.

### **1. Professional Certificates - \$2,500.00 Lump Sum:**

- Professional Engineer Registration
- Professional Land Surveyor Registration
- Certified Public Accountant
- Engineer-In-Training
- Land Surveyor-In-Training
- American Institute of Certified Planners
- Paralegal Certificate
- Grade 5 Water Treatment Operator or Water Distribution Operator
- Grade 5 Waste Water Treatment Operator
- International Code Council (ICC) EC Soils Special Inspector
- International Code Council (ICC) 47 Reinforced Concrete Special Inspector

### **2. College Degrees and Certificates - \$2,500.00 Lump Sum**

- Ph.D.
- Master's Degree
- Bachelor's Degree
- Associate's Degree

### **3. Technical Certificates - \$2,000.00 Lump Sum:**

- Grade 4 Water Treatment Operator or Water Distribution Operator
- Grade 3 Water Treatment Operator or Water Distribution Operator
- Grade 2 Water Treatment Operator or Water Distribution Operator
- Grade 1 Water Treatment Operator or Water Distribution Operator
- Grade 4 Waste Water Treatment Operator
- Grade 3 Waste Water Treatment Operator
- Grade 2 Waste Water Treatment Operator
- Grade 1 Waste Water Treatment Operator

- I.C.B.O. Certificates
- Public Works Inspector – NICET
- Cross Connection Control Specialist Certification
- Certified Arborist

4. Vocational Certificates of Completion: Examples:

- A(+) Certification (Computer Hardware, Software & Networking)
- Microsoft Certified Systems Engineer
- Cisco Certified Network Associates
- Operation Of Wastewater Treatment Plants Program administered by California State University, Sacramento Regional and Continuing Education Program
- Title 29 CFR 1910.120(q) - 24 Hour Hazardous Materials (Hazmat) Technician Level III Certification

The amount of the incentive for any Vocational Certificate of Completion shall be based on the following number of hours of course work:

<b><u>Minimum Hours For Vocational Certificate</u></b>	<b><u>Amount</u></b>
<b>100</b>	<b>\$1,500</b>
<b>80</b>	<b>\$1,200</b>
<b>60</b>	<b>\$900</b>
<b>40</b>	<b>\$600</b>
<b>20</b>	<b>\$300</b>

5. Technical Certificates - \$1,000.00 Lump Sum:

- Chemical Applicator
- Licensed Tree Trimmer
- Automotive Service Technician (A.S.E.)

6. Additional Eligibility Criteria

Additional licenses and certificates eligible for these professional development incentives, not listed in this Article, may be reviewed and approved by the Department Head in accordance with the following criteria:

- The license or certificate submitted for consideration must directly relate to the employee's current position or future lateral or promotional opportunities in accordance with the provisions of this section.
- The employee earning the license or certificate shall be subject to duties and assignments commensurate with the level of proficiency attained under the City's Professional Development Incentive Program.
- After the effective date of this Salary and Benefits Plan., all such requests for consideration for eligibility for such license and certificate incentives shall be submitted to the Department

Head for review, with final approval by the City Manager at his/her sole discretion. The City Manager's determination is not subject to appeal.

The process for receiving a professional development incentive under this program shall be:

- Prior to beginning any class, program, seminar or study toward a desired certificate or degree, the employee must submit a request to his/her department head for consideration and approval of bonus award. Qualifying classes, programs, seminars or study toward a desired certificate or degree shall not be denied.
- If prior approval is not obtained, the class, program, seminar or study toward a desired certificate or degree shall not fall within the scope of this Professional Development Incentive Program.
- Upon obtaining a copy of the certificate or degree, payment will be processed for the specified incentive. Professional development incentives shall not be granted prior to receiving a copy of the degree or certificate.

The following are not eligible for consideration under this Section:

- Any driver's licenses
- Certificates, licenses, or degrees required for the position the employee holds
- Certificates, licenses, or degrees earned at the expense of the City including City sponsored training programs and consortium training programs except for approved tuition reimbursement pursuant to Section 8.10 (D) and (E) of the City of Hollister Personnel Rules & Regulations for Associate degrees, Bachelor's degrees, Master's degrees, and Ph.D. degrees.

#### **I. Jury Duty and Subpoenaed Witness**

Any eligible employee covered under this Salary and Benefits Plan shall be allowed to take leave from his/her City Duties without loss of wages, leave time or other benefits for the purpose of responding to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee receive paid leave for jury duty not more than once per calendar year. In the case of serving on a jury more than one time during a year, the employee has the option of using leave time to mitigate loss of pay. No employee shall suffer loss of wages or other benefits responding to a subpoena to testify in court on behalf of the City.

#### **J. Bereavement Leave**

Eligible, career employees covered under this Salary and Benefits Plan are eligible for three (3) days of Bereavement Leave upon the death of the following:

- |                 |                       |                   |
|-----------------|-----------------------|-------------------|
| • Husbands      | • Brothers            | • Grandchildren   |
| • Uncles        | • Wife                | • Sisters         |
| • Mother-in-law | • Aunts               | • Children        |
| • Grandparents  | • Father-in-law       | • Nieces          |
| • Fathers       | • Grandparents-in-law | • Brothers-in-law |

- Sisters-in-law
- Legal Guardians
- Nephews
- State Registered Domestic Partners
- Mothers

Eligible, career employees covered under this Salary and Benefits Plan shall be allowed up to five (5) days upon City Manager approval for travel out of state or outside a five-hundred (500) mile radius within the state for Bereavement Leave. Such approval shall not be unreasonable denied.

#### **K. Uniform Allowance**

1. An amount of three-hundred and fifty dollars (\$350.00) will be paid upon initial employment in the classifications of, , Administrative Supervisor, Utilities Supervisor, Fleet Supervisor, and Parks, Buildings and Streets Supervisor for the purchase of uniforms.
2. An amount of one thousand seventy dollars (\$1,070.00) will be paid upon on every anniversary date of any employee in the classifications of, Administrative Supervisor, Utilities Supervisor, Fleet Supervisor, and Parks, Buildings and Streets Supervisor for the purchase of uniforms.

Uniforms damaged or torn in the line of duty shall be repaired or replaced at City's expense.

#### **L. Automatic Payroll Deposit**

All Mid-Management Employees shall enroll in the automatic payroll deposit program at the time of their employment with the.

#### **M. Administrative Leave**

Eligible employees covered under this Salary and Benefits Plan, who are determined to be overtime ineligible as defined by the Fair Labor Standards Act (FLSA) shall receive eighty (80) hours Administrative Leave on July 1st of each fiscal year. The terms for use of Administrative Leave are as follows:

1. Administrative Leave credit will be accrued at the rate of 3.08 hours per pay period.
2. The entire eighty (80) hours of Administrative leave will be advanced and be available for use on July 1 of each fiscal year.
3. Leave usage will be monitored by having each eligible employee execute a Leave Request. This request must be signed by the individual eligible employee and approved by the Department Director or City Manager. The Administrative Leave usage must be identified and recorded on the official timecard for the period in which leave was taken.
4. Residual Administrative Leave not utilized during the fiscal year may not be carried over into a subsequent year. Administrative Leave shall not be cumulative and shall not be converted into monetary compensation, except upon termination of retirement.
5. In the event an eligible employee is terminated during the year, unused accrued Administrative Leave shall be paid out in the same manner as unused vacation. If leave has been taken beyond that which is accrued the employee must pay back all excess leave taken.

6. For eligible employees hired during the year, leave credit will be accrued for the date of hire.
7. The Department of Administrative Services will initiate a separate Administrative Leave System for accounting purposes.

#### **N. Tuition Reimbursement**

The City will provide for tuition reimbursement in accordance with provision of the current Personnel System Rules and Regulations. In order to be eligible for this reimbursement the employee must obtain prior approval for the course from both the department head and the City Manager. The city will reimburse members up to Thirty Five Hundred dollars (\$3,500.00) per fiscal year for tuition reimbursements.

#### **O. Christmas Eve Holiday**

The City shall provide an additional paid 1/2 day holiday on the afternoon (4 hours) of December 24th, known as Christmas Eve. The Christmas Eve holiday shall be observed on the afternoon of the workday proceeding the day on which the December 25th holiday, known as Christmas Day, is observed.

#### **P. Computer Loan Program**

Mid-Management Employees shall be eligible to purchase computer equipment through the City. Under this program, the City shall offer a one-percent (1%) loan to Mid-Management Employees who purchase a computer, printer, scanner, and/or any directly-associated computer hardware/software package. All Mid-Management Employees who participate in this program must pay back the loan in full either directly or through payroll deductions within one year from the date of the loan.

Mid-Management Employees shall be eligible for a subsequent loan contingent upon the full balance of the previous loan paid off in full. Employees electing to participate in this program shall specify in writing their agreement to allow withholding of any unpaid balance through payroll deductions in the event the employee leaves City service or expires.

The computer equipment shall remain the property of the Mid-Management Employee at all times after purchase.

### **ARTICLE 6. TERM**

The term of this Salary and Benefits Plan shall commence on July 1, 2025.