

# **City of Half Moon Bay**



## **Non-represented Confidential Employees**

### **Compensation and Benefits Plan**

**July 1, 2021 – June 30, 2026**

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## **SECTION 1 PURPOSE**

### **1.1 Purpose**

To establish a program and guidelines for non-represented confidential employee compensation and benefits pursuant to the following goals and objectives:

- Establish a payment of non-represented confidential employees that results in appropriate salary-contribution relationships and competitive salary rates.
- Recognize the distinct character of non-represented confidential employees as opposed to grouping them with other employees for compensation purposes.
- Promote a firm commitment of non-represented confidential employees to the goals and objectives of the City Council and City Manager.
- Establish a system where salary serves as an effective device for promoting better job performance.
- Promote the further identification of the non-represented confidential employees and understanding of associated roles and responsibilities.

## **SECTION 2 APPLICATION**

### **2.1 Application**

This plan shall apply to the following non-represented confidential employees:

- Administrative Services Manager
- Executive Assistant to the City Manager
- Finance Manager
- Management Analyst/Project Manager assigned to the Human Resources Department
- Senior Accountant

## **2.2 Probationary Period**

Non-represented confidential employees shall have a one-year probationary period.

# **SECTION 3 COMPENSATION**

## **3.1 Compensation**

Effective July 1, 2021, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two percent (2.0%).

Effective July 1, 2022, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 21-22 equal or exceed ninety percent (90%) of the FY 18-19 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2023, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 22-23 equal or exceed ninety percent (90%) of the FY 21-22 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2024, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 23-24 equal or exceed ninety percent (90%) of the FY 22-23 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-a-half percent (2.5%).

Effective July 1, 2025, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax

(TOT) revenue for the first three quarters of Fiscal Year 24-25 equal or exceed ninety percent (90%) of the FY 23-24 TOT revenue, as determined by the City's third -party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two percent-and-a-half percent (2.5%).

In recognition of employees' contributions throughout the COVID-19 pandemic, the City will pay all executive team members, employed with the City on date of payment, a one-time, non-pensionable lump sum payment of \$1,000 no later than September 5, 2021. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding.

The City will impose a "me too" if any other bargaining unit extends a contract with a cost of living increase and cafeteria plan increase higher than what is being established in this three (3) year agreement. The City Manager may propose to the City Council an equal to or greater increase, but the contract term should also remain equal to the comparable bargaining unit.

### **3.2 Salary at Initial Appointment**

Salary for Non-represented Confidential employees at initial appointment is at the discretion of the City Manager and shall be based upon the qualifications of the candidate.

Other benefits and adjustments to this benefits and compensation contract may be implemented in a side letter agreement at the time of employment or possibly during other terms of employment and/or termination.

### **3.3 Acting Pay**

Upon approval of the City Manager, an employee may be assigned acting duties of a position having a higher salary range. The employee must be assigned in writing to perform the full scope of duties as specified in the job description of the higher-level position for at least five (5) consecutive business days. Employees will be paid the minimum step in the new range that provides at least a five percent (5%) increase over his/her current salary for the entire period of the acting assignment. At the discretion of the City Manager, intermittent acting pay may be approved when an employee is assigned to periodically perform acting duties for than more than five (5) total days over a designated period of time.

### **3.4 Out of Class Pay**

Employees shall be eligible for out of class pay equal to five percent (5.0%) over the employee's current base salary when, because of turnover in supervisory or management personnel, they are assigned in writing to perform major duties normally performed in those higher-level positions while the positions are vacant, and for up to ten (10) working days' time after they are filled.

### **3.5 Salary on Promotion**

Any employee who is promoted to a position having a higher salary range shall receive the minimum step in the new range that provides for no less than a five percent (5%) increase.

If an employee is eligible for a merit step increase on the same date a promotion is to be effective, the step increase shall be granted before the promotion.

### **3.6 Bilingual Compensation**

Employees who meet the criteria below, as determined by the Human Resources Division (hereafter "HR"), shall be entitled to receive a bilingual pay differential of:

- Two and a half percent (2.5%) per month of employee's base salary for employees certified in oral skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in written skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in simultaneous translation skills.

Criteria - Employees can receive bilingual compensation if:

- The employee successfully passes such language proficiency/fluency test as may be selected by HR, including such periodic retesting as HR determines may be appropriate. If an employee does not pass the test, HR will provide the employee with one additional retest in a fiscal year.
- The duties currently assigned to the employee and/or currently being performed by the employee require utilization of a non-English language on a regular basis.

The City reserves the right to determine the number, timing, location, and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving Bilingual Pay may be asked to utilize his/her bilingual skills at any time

while on duty in his/her own division/department or by supervisor in any other division/department. An employee who is not receiving Bilingual Pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available; in that limited situation an employee may be asked to utilize such skills.

## **SECTION 4**

### **SUPPLEMENTAL BENEFITS**

#### **4.1 Vacation and Administrative Leave Payoff**

When an employee is separated from service, he/she shall be entitled to a lump sum payment for any unused vacation and administrative leave at the time of separation.

In addition to the payment available upon separation, with the approval of the City Manager, employees may receive an annual payment in exchange for earned vacation or administrative leave up to one hundred four (104) hours in any given calendar year payable during the month of November. At the time of the request for the exchange, the employee must retain a minimum of 60 total hours of vacation and/or administrative leave on their leave banks.

#### **4.2 Sick Leave Payoff**

Upon separation from the City, employees with a minimum of five (5) years of service, but less than ten (10) years of service, shall receive reimbursement for twenty-five percent (25%) of their accrued sick leave with a cap of Twenty Five Hundred Dollars (\$2,500.00). Employees with a minimum of ten (10) years of service, but less than twenty (20) years of service, shall receive reimbursement equal to twenty-five percent (25%) of accrued sick leave with no cap. Employees with a minimum of twenty (20) years of service shall receive reimbursement equal to forty percent (40%) of accrued sick leave with no cap.

#### **4.3 Reimbursement for Use of Technology**

If an employee is required by his or her supervisor to use his or her personal cell phone, tablet, computer or other technology in the course of City business, the City will provide a technology stipend of one hundred dollars (\$100) per month.

#### **4.4 Service Recognition**

For any employees who were employed with the City prior to July 1, 2013, the City shall make service recognition awards as follows:

- Employees with at least seven years and less than fourteen years of full-time Half Moon Bay City-service shall receive an annual payment of \$700 in the pay period following their anniversary date.
- Employees with at least fourteen years and less than twenty-one years of full-time Half Moon Bay City-service shall receive an annual payment of \$1,400 in the pay period following their anniversary date.
- Employees with at least twenty-one years full-time Half Moon Bay City-service shall receive an annual payment of \$2,100 in the pay period following their anniversary date.

The cost of the Service Recognition Program shall be considered part of the total compensation provided to classifications in the bargaining unit and will be incorporated when the City contemplates future adjustments in bargaining unit compensation.

## **SECTION 5 MILEAGE**

### **5.1 Mileage**

Employees will receive reimbursement for each mile traveled on City business in the employee's private vehicle at the current rate established by the Internal Revenue Service. Private vehicles used for City business shall comply with applicable California Vehicle Code Sections pertaining to "Insurance or Proof of Ability to Respond to Damages."

## **SECTION 6 EDUCATIONAL TRAINING INCENTIVE PROGRAM**

### **6.1 Educational Reimbursement**

The City shall reimburse employees for job-related educational classes, certifications, professional memberships, conferences, workshops, or seminars, conditioned upon prior approval of the City Manager or their designee in the amounts set forth below. Eligible classes, certifications, professional memberships, workshops, conferences, and seminars must:

- Relate to and be beneficial for the work of the employee's current City position or occupation; or
- Satisfy a continuing education requirement of the employee's current City position; or
- Prepare the employee for advancement/promotion to positions of greater responsibility within the City.

Under this section, employees may also request reimbursement of payments made towards student loans.

Employees who have completed less than two (2) years of service with the City may be reimbursed up to a maximum amount of One Thousand Five Hundred Dollars (\$1,500) per calendar year, per employee.

Employees who have completed two or more years of service with the City may be reimbursed up to an additional One Thousand Five Hundred Dollars (\$1,500), for a total maximum reimbursement of Three Thousand Dollars (\$3,000) per calendar year, per employee. This additional \$1,500 may only be applied towards reimbursement for job-related degrees from accredited educational institutions or repayment of student loans.

The City does not make any representations as to the tax treatment of this benefit.

## **SECTION 7 HEALTH AND WELFARE**

### **7.1 Medical, Dental and Vision Insurance**

#### **A. Eligibility**

All regular employees of the City eligible for PERS medical membership shall be eligible to enroll in the health and welfare benefits provided by this Section and currently authorized for this bargaining unit. Eligible

dependents of a regular employee eligible for PERS medical membership shall be permitted to participate in any health and welfare benefit provided in this Section to the extent authorized by the benefit plan.

**B. Medical Insurance Benefits**

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits.

The City will pay the minimum employer contribution required under Public Employees Medical and Hospital Care Act (PEMHCA) for each eligible active employee towards the purchase of medical insurance.

**C. Cafeteria Plan**

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision insurance.

The City will provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health and welfare benefits.

The City shall contribute up to a maximum of One Thousand Nine Hundred Dollars (\$1,900) per month for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

In addition, the City agrees to provide dental and vision insurance up to the family level coverage for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

Any and all additional sums, over and above the amounts stated above that are required to purchase the employee selected Health and Welfare benefit, shall be paid by the employee through payroll deduction. Cafeteria Plan Allowance in excess of actual premiums is to be paid to the employee. A City payroll deduction authorization form shall be completed.

For particulars of coverage, see appropriate pamphlets and contracts.

**D. Flexible Spending Accounts**

As soon as administratively possible following ratification of this agreement by the Represented Management Team and adoption by the City Council, the City will offer a flexible spending account (FSA) program available to

employees. Employees may elect to contribute pre-tax dollars towards their FSAs for approved uses under such plan(s). FSA contributions shall not exceed IRS allowable limits.

## **7.2 Life Insurance and AD & D Insurance**

The City shall provide Life Insurance and Accidental Death and Dismemberment coverage for employees in the amount equal to one (1) times their individual annual base salary.

## **7.3 Disability Coverage**

The City shall provide long-term disability coverage of sixty seven percent (67%) of monthly earnings to a maximum monthly benefit of six thousand dollars (\$6,000) after a sixty (60) day elimination period.

## **7.4 Deferred Compensation**

Employees may participate in the City's voluntary deferred compensation program (457 Plan). Notwithstanding the foregoing, for employees who have completed one year of service with the City, the City will match 50 cents for every dollar that the employee contributes towards their 457 Plan account, up to an employee contribution of six percent (6.0%) of the employee's salary. For example, if an employee contributes 6.0% or more of their salary towards their 457 Plan account, they will receive a 3.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments, which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with the ICMA-RC and CalPERS to provide a 457 program.

## 7.5 Retirement

The City will provide the following benefits to employees who do not meet the definition of “new member” as set forth in Government Code Section 7522.02(f):

- a. Employer Paid Member Contribution (EPMC) – Effective July 1, 2013, employees will be required to pay seven percent (7%) of the member contribution;
- b. 2% @ 55 Retirement option;
- c. One-Year final compensation;
- d. Unused Sick Leave Conversion for Retirement Service Credit – Retiring employees, defined as employees who request retirement payments from PERS within 120 days from separation from service, may convert unused sick leave to service credits to the maximum allowed by CalPERS. This provision to convert sick leave to service credits is at the option of the employee and, if so selected, is in-lieu of any other options available to convert sick leave to cash upon separation that the Compensation and benefits plan may provide;
- e. Employer Paid Member Contribution (EMPC) converted to pay rate during the final compensation period.

Retirement benefits of employees who on or after January 1, 2013 became members of CalPERS or a retirement system that has reciprocity with CalPERS shall conform to the requirements of the California Public Employees’ Pension Reform Act of 2013, Gov. Code § 7522 et seq., as may be amended.

The City will provide the following retirement benefits to all employees:

- a. 1959 Survivor Benefit – 3<sup>rd</sup> Level.
- b. Military Service Credit (Statutes of 1976) – The employee, at the employee’s expense, may purchase Military Service Credits.
- c. Pre-retirement Option 2W Death Benefit.

## SECTION 8 HOLIDAYS

### 8.1 Recognized Holidays

All full-time bargaining unit employees are entitled to the following holidays with pay:

- New Year's Day
- One day prior to, or following New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- One day prior to, or following Christmas Day
- One Floating Holiday

Part-time employees shall receive holiday pay equivalent to their regularly scheduled hours on the day on which the holiday is observed (for example, if an employee is regularly scheduled to work six (6) hours on Mondays, they would receive six (6) hours of holiday pay for any holidays that are observed on a Monday).

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

For Christmas and New Year's Holidays the following schedule shall be used to determine the actual days off:

<b><u>Actual Holiday</u></b>	<b><u>Holiday Observed</u></b>	<b><u>Day Before or After Observed</u></b>
Sunday	Monday	Tuesday
Monday	Monday	Tuesday
Tuesday	Tuesday	Monday
Wednesday	Wednesday	Tuesday
Thursday	Thursday	Friday
Friday	Friday	Thursday
Saturday	Friday	Thursday

## **8.2 City Hall Closure:**

### 2021-2022

City Hall will be closed December 27-30, 2021. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2021 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY 2021-22 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

### 2022-2023

City Hall will be closed December 27-30 and December 30, 2022. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2022 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2022-23 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

### 2023-2024

City Hall will be closed December 26-29, 2023. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2023 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2023-24 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

### 2024-2025

City Hall will be closed December 26-27 and December 30th, 2024. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2024 may request an advance of up to three (3) days of vacation time to be used to ensure

employees will be paid during the FY2024-25 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2025- 2026

City Hall will be closed December 26 and December 29-30, 2025. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2025 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2025-26 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

**SECTION 9  
LEAVES**

**9.1 Vacation Leave**

Full-time employees are entitled to paid vacation time off which shall accrue at the following rate:

0 through 4 years	8	hours per month
5 through 10 years	10	hours per month
11 through 15 years	12	hours per month
16 through 20 years	14	hours per month
21+ years	15.33	hours per month

The accrual rate for part-time employees shall be pro-rated based on their FTE.

Employees may accumulate up to, but not more than, two (2) years of vacation credit at their current accrual level. When an employee reaches seventy-five percent (75%) of the two-year limit, he/she shall be required to schedule vacation time off. If such vacation leave is denied by the City, the employee shall be paid for the vacation time reached in excess of the limit.

**9.2 Sick Leave**

Full-time employees shall accrue eight (8) hours of sick leave with pay for each month of service. The accrual rate for part-time employees shall be pro-rated based on their FTE.

Sick leave may be applied to:

- a. Absence necessitated by an employee's personal illness.
- b. Medical and dental appointments.
- c. Purposes specified by the California Healthy Workplaces/Healthy Families Act. All conditions and restrictions that govern employee use of sick leave shall also apply to the use by an employee to attend to an illness of his/her child, mother, father, mother-in-law, father-in-law, spouse, domestic partner; domestic partner's mother, father, or child; and any dependent living in the same household as the employee.

Sick Leave incentive: Two (2) days' vacation leave will be awarded contingent upon non-usage of accumulated sick leave (i.e. employee authorized one additional vacation day per six (6) months provided sick leave usage does not exceed two (2) days for that same period).

### **9.3 Industrial Accident Leave**

An employee who has suffered an illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California and is receiving temporary disability indemnity payments shall be entitled to industrial accident leave while so disabled without loss of compensation for a period not to exceed seventy-five (75) calendar days.

During the period the employee is paid by the City, the employee shall endorse to the City any temporary disability indemnity benefit payments received as a result of Workers' Compensation insurance coverage. The City will withhold payment of all compensation and benefits provided by this section until it is determined whether the illness or injury is accepted. If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond seventy-five (75) calendar days as described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time accruals with the Workers' Compensation payments, provided that the sum of all Workers' Compensation Temporary Disability Indemnity benefits and paid leave do not exceed the employee's regular rate of pay for said period.

Once sick leave is exhausted, the employee may request an unpaid leave of absence. Such request must be in writing and must include a medical doctor's estimated date of return to full duty.

### **9.4 Bereavement Leave**

The maximum period of bereavement leave with pay granted to any employee, whether full-time or part-time, for each death in his/her immediate family (immediate family includes and is limited to spouse/registered domestic partner and parents, grandparents, children, grandchildren, and siblings of the employee and/or spouse/registered domestic partner of the employee) shall be three (3) consecutive working days. Bereavement leave with pay granted to an employee for all deaths in his/her immediate family shall not exceed five (5) working days during any twelve (12) month period except by special action of the City Council for good cause shown, except that an additional day will be granted in each case where the death takes place outside the State of California.

### **9.5 Jury Duty**

A regular employee who is summoned for attendance to any court for jury duty will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time).

Employees shall return all jury fees to the City. Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) working days after they are received, exclusive of any meal, expense, and/or travel reimbursements.

Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday. Jury duty leave will be considered time worked for pay calculation purposes.

### **9.6 Court Leave**

Each employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, before any court, arbitrator, or tribunal, shall receive their regular salary during the time of their service as a witness under subpoena, less any and all witness fees which the employee may receive. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. Upon service of subpoena, an employee shall immediately advise their supervisor thereof, and of the time when the employee is required to appear in Court in response thereto.

### **9.7 Military Leave**

The City shall grant military leave in accordance with the California Military and Veterans Code.

## **9.8 Administrative Leave**

In addition to vacation leave, employees shall accrue eight (8) hours of administration leave per month. A department head may recommend to the City Manager that up to an additional 12 hours of administrative leave per fiscal year be authorized in recognition of unanticipated efforts that were not contemplated in the established monthly allocation. The City Manager has full discretion in deciding whether to grant additional leave for any employee.

Employees may accumulate up to, but not more than, two (2) years of administrative leave credit. When an employee reaches seventy-five percent (75%) of the two-year limit, he/she shall be required to schedule administrative leave time off. If such administrative leave is denied by the City, the employee shall be paid for the administrative leave time reached that is in excess of the limit.

## **9.9 Leave Accounting**

FLSA exempt employees who work less than regularly scheduled hours in a bi-monthly pay period must submit a leave request form and use accrued leaves to make up the difference between actual hours worked and the “normal” work hours in a bi-monthly pay period. For the purpose of this section, attendance at City meetings or training outside the regularly scheduled work hours shall not count as hours worked.

Preauthorization for a change in the regular work schedule must be obtained from the Department Head.

## **SECTION 10 LAYOFF NOTIFICATION**

### **10.1 Layoff Notification & Severance**

The appointing authority may lay off employees or demote employees in lieu of layoff subject to the following conditions:

- (a) Whenever in the judgment of the City Council it becomes necessary, in the interest of economy or because the necessity for the position or an employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and lay off, demote or transfer an employee holding such position or employment without filing written charges and without the right to appeal.
- (b) Seniority shall be observed in effecting such reduction in personnel, and the order of layoff shall be in the reverse order of total cumulative time served in the City's service upon the effective date of the layoff. Layoff shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or regular employee.
- (c) Whenever seniority is equal, the seniority of the employee shall be determined first by examining total cumulative service within the affected classification and, if not determinative, then by position on the employment list.
- (d) Length of cumulative service is interpreted to be total time spent in the employ of the City, including all days of attendance at work, approved leaves of absence whether earned or specially authorized, and time served on military leave of absence but shall not include unauthorized absences, time spent between employment with the

City, suspensions, layoffs or any other time when the employee was not actively engaged at work.

- (e) The City shall notify in writing those employees to be laid off at least ten (10) calendar days prior to the effective date of any such layoff by hand delivery of Certified Mail. If notice is sent by Certified Mail, it shall be sent to the employee's address on file with Human Resources. The notice shall include the action to be taken, options available to the employee (if applicable), and information regarding reemployment rights.

In the event an employee is laid off for reasons not related to contracting out for services, employees to be laid off shall receive a minimum of 120 hours of base pay upon separation from employment.

In the event an employee is laid off as a direct result of the City contracting out for services, and the employee is not offered alternate employment at the City or the entity to which services are outsourced, the City will pay the employee six (6) months of severance pay at the employee's final City base pay rate upon separation in consideration for the employee's release of any and all claims.

An employee who: (a) declines to apply for alternate employment with the entity with whom the City contracts for services; or (b) declines an offer of employment with a salary of at least eighty-five percent (85%) of the employee's City base salary, from the entity with whom the City contracts; or (c) retires upon separation, will not be eligible for severance pay.

Employees laid off from higher-ranking classifications shall have the option, if qualified, to job classifications in the same job series. In addition, such employees shall have the option, if qualified subject to the City's personnel rules, to demote to vacancies in equal or lower rated job classifications outside the job series. If applicable, an employee shall be notified of option(s) in the notice of layoff and shall have ten (10) calendar days to notify the City if they elect to accept the option presented.

- (f) If an employee is demoted in lieu of layoff, the appointing authority shall assign the employee to the pay rate in the pay range for the new classification that least reduces the employee's prevailing pay rate immediately prior to the demotion.

- (g) The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Such list shall be used when a vacancy arises in the same or lower class of position. When a vacancy occurs in a job classification for which a reemployment list exists, the eligible person(s) on the reemployment list shall be recalled in the inverse order of layoff. When an employee is to be recalled, notice shall be sent to the employee's address on file with Human Resources. It is the employee's responsibility to inform the City of his/her current address and phone number. The City has no responsibility to attempt to locate a person on a reemployment list if a notice of reinstatement is returned undeliverable.

The recalled employee shall have fourteen (14) calendar days to respond to the City from the date of mailing of the reemployment notice. If an employee fails to respond within fourteen (14) calendar days of the mailing of the notice of reemployment or refuses reemployment; he/she shall lose all reemployment rights and his/her name shall be removed from the reemployment list. Employees reemployed pursuant to this section, shall receive credit for former employment in computing salary, vacation, and other benefits.

- (h) Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that persons appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be removed from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the twelve (12) month period.
- (i) The City shall provide laid off employees with job search assistance for forty-five (45) days following the effective date of layoff. The assistance shall include career counseling, resume preparation, and job search assistance.
- (j) An employee that retires instead of being laid off may not be eligible for reinstatement.

## **SECTION 11 MISCELLANEOUS PROVISIONS**

### **11.1 Performance Evaluations**

Each employee shall receive a written annual performance review within thirty (30) calendar days of the end of his/her evaluation period. The review shall include information regarding employee performance and objectives for the next evaluation period. Within fourteen (14) calendar days of receipt of the evaluation, an employee may provide written comments regarding the evaluation, which will be attached to the evaluation and placed in the employee's personnel file.

### **11.2 Letters of Reprimand**

Each employee shall receive a copy of any letter of reprimand and/or written warning prior to placement of such document in his/her personnel file. Within fourteen (14) calendar days of receipt of written reprimand and/or warning, an employee may provide written comments, which will be attached to the written reprimand and/or warning and placed in the employee's personnel file. Letters of reprimand and/or written warning are not subject to the grievance or appeal of discipline procedures. An employee may request that letters of reprimand and/or written warning be removed from their personnel file two years following the date of reprimand or written warning. The decision to remove a reprimand or written warning from an employee personnel file is at the discretion of the City and is not subject to appeal or grievance.

### **11.3 Alternate Work Schedule**

Employees may request approval for alternate work schedules or to telecommute from their department head. Such requests shall be considered consistent with applicable City policy. It is understood that the schedule must be such that city operations must stay open Monday through Friday.

## EXHIBIT A

### Salary Schedule

City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2021 2%

Position	Class	Steps				
		A	B	C	D	E
Monthly Salary Ranges (e)						
Exempt - Confidential						
Finance Manager*	10-485	10,500	11,024	11,575	12,153	12,760
Administrative Services Manager *	10-525	10,403	10,923	11,469	12,042	12,644
Management Analyst - Human Resources	10-721	7,786	8,175	8,583	9,012	9,462
Executive Assistant to the City Manager	10-715	6,608	6,938	7,284	7,648	8,030
Senior Accountant	10-745	8,727	9,163	9,621	10,102	10,607

\*Approved Classifications, unbudgeted

City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2022 2.5%

Position	Class	Steps				
		A	B	C	D	E
Monthly Salary Ranges (e)						
Exempt - Confidential						
Finance Manager*	10-485	10,763	11,301	11,866	12,459	13,082
Administrative Services Manager *	10-525	10,663	11,196	11,756	12,344	12,961
Management Analyst - Human Resources	10-721	7,981	8,380	8,799	9,239	9,701
Executive Assistant to the City Manager	10-715	6,773	7,112	7,468	7,841	8,233
Senior Accountant	10-745	8,945	9,392	9,862	10,355	10,873

\*Approved Classifications, unbudgeted

City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2022 3%

Exempt - Confidential						
Finance Manager*	10-485	10,815	11,356	11,924	12,520	13,146
Administrative Services Manager *	10-525	10,715	11,251	11,814	12,405	13,025
Management Analyst - Human Resources	10-721	8,020	8,421	8,842	9,284	9,748
Executive Assistant to the City Manager	10-715	6,806	7,146	7,503	7,878	8,272
Senior Accountant	10-745	8,989	9,438	9,910	10,406	10,926

\*Approved Classifications, unbudgeted

**City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2023 2.5%**

Position	Class	Steps				
		A	B	C	D	E
<b>Monthly Salary Ranges (e)</b>						
Exempt - Confidential						
Finance Manager*	10-485	11,032	11,584	12,163	12,771	13,410
Administrative Services Manager *	10-525	10,930	11,477	12,051	12,654	13,287
Management Analyst - Human Resources	10-721	8,181	8,590	9,020	9,471	9,945
Executive Assistant to the City Manager	10-715	6,942	7,289	7,653	8,036	8,438
Senior Accountant	10-745	9,169	9,627	10,108	10,613	11,144

\*Approved Classifications, unbudgeted

**City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2023 3%**

Exempt - Confidential						
Finance Manager*	10-485	11,139	11,696	12,281	12,895	13,540
Administrative Services Manager *	10-525	11,036	11,588	12,167	12,775	13,414
Management Analyst - Human Resources	10-721	8,261	8,674	9,108	9,563	10,041
Executive Assistant to the City Manager	10-715	7,010	7,361	7,729	8,115	8,521
Senior Accountant	10-745	9,259	9,722	10,208	10,718	11,254

\*Approved Classifications, unbudgeted

**City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2024 2.5%**

Position	Class	Steps				
		A	B	C	D	E
<b>Monthly Salary Ranges (e)</b>						
Exempt - Confidential						
Finance Manager*	10-485	11,308	11,873	12,467	13,090	13,745
Administrative Services Manager *	10-525	11,203	11,763	12,351	12,969	13,617
Management Analyst - Human Resources	10-721	8,386	8,805	9,245	9,707	10,192
Executive Assistant to the City Manager	10-715	7,116	7,472	7,846	8,238	8,650
Senior Accountant	10-745	9,398	9,868	10,361	10,879	11,423

\*Approved Classifications, unbudgeted

**City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2024 3%**

Exempt - Confidential						
Finance Manager*	10-485	11,473	12,047	12,649	13,281	13,945
Administrative Services Manager *	10-525	11,367	11,935	12,532	13,159	13,817
Management Analyst - Human Resources	10-721	8,509	8,934	9,381	9,850	10,343
Executive Assistant to the City Manager	10-715	7,220	7,581	7,960	8,358	8,776
Senior Accountant	10-745	9,537	10,014	10,515	11,041	11,593

\*Approved Classifications, unbudgeted

City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2025 2.5%

Position	Class	Steps				
		A	B	C	D	E
<b>Monthly Salary Ranges (e)</b>						
Exempt - Confidential						
Finance Manager*	10-485	11,591	12,171	12,780	13,419	14,090
Administrative Services Manager *	10-525	11,483	12,057	12,660	13,293	13,958
Management Analyst - Human Resources	10-721	8,596	9,026	9,477	9,951	10,449
Executive Assistant to the City Manager	10-715	7,294	7,659	8,042	8,444	8,866
Senior Accountant	10-745	9,633	10,115	10,621	11,152	11,710

\*Approved Classifications, unbudgeted

City of Half Moon Bay  
Salary Schedule  
Effective July 1st, 2025 3%

Exempt - Confidential						
Finance Manager*	10-485	11,817	12,408	13,028	13,679	14,363
Administrative Services Manager *	10-525	11,708	12,293	12,908	13,553	14,231
Management Analyst - Human Resources	10-721	8,764	9,202	9,662	10,145	10,652
Executive Assistant to the City Manager	10-715	7,437	7,809	8,199	8,609	9,039
Senior Accountant	10-745	9,823	10,314	10,830	11,372	11,941

\*Approved Classifications, unbudgeted



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