CITY OF PITTSBURG
AGENDA

August 06, 2018

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
6:00 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY

<u>PRESIDING</u>

Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member
Marilyn "Merl" Craft, Council Member/Board Member

FOR HOUSING AUTHORITY:
VACANT, Housing Authority Member
Annie Hill Herring, Housing Authority Member

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

6:00 P.M.

CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

   Property: 325 E. 10th Street, APN 085-182-010; Successor Agency Negotiators: Joe Sbranti and Maria Aliotti; Negotiating Parties: Galloway Properties; Under negotiation: both price and terms of payment

   Property: 764 E. 11th Street; Agency Negotiators: Joe Sbranti and Maria Aliotti; Negotiating Parties: Kevin Harrell; Under negotiation: both price and terms of payment

   Property: 615 Railroad Avenue; Agency Negotiators: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: Natalie Cooper; Under negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

   Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

   Three (3) cases

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

   One (1) case

5. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Section 54957.6):

   Agency designated representatives: Joe Sbranti, Garrett Evans, Stacy Shell; Employee organization: AFSCME Miscellaneous A; AFSCME

Management/Professional/Confidential; Teamsters Local 856

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Contra Costa Animal Services

Sister City Student Delegation

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, AND PITTSBURG POWER COMPANY CONSENT CALENDAR

6. Minutes

   Minutes of July 16, 2018

7. Adoption of a City Council Resolution Approving a Rate Increase requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

   Contra Costa Waste Service, Inc. operates a Recycling Center and Transfer Station(RCTS) on Loveridge Road under an agreement between Contra Costa Waste Service(CCWS) and the City of Pittsburg. The agreement requires that CCWS obtain City approval prior to increasing disposal rates charged at the RCTS.

CCWS has requested a Consumer Price Index (CPI) rate increase and City staff recommends approval of the rate increase as requested.

8. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units for the Period July 1, 2018–June 30, 2020

   The Memorandum of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units expired on June 30, 2018. The City and AFSCME representatives have reached a tentative agreement on the terms and conditions of employment for fiscal years 2018–2019 and 2019-2020 that provides for a salary adjustment for all classifications, as well as the implementation of significant cost sharing measures relating to the California Public Employees Retirement System (CalPERS). Should Council approve these terms, staff will prepare successor MOUs that incorporate the agreed upon changes.

9. Adoption of City Council Resolutions to Approve the Amended Senior Executive Team and Management Group Salary and Benefits Schedules

   The City Council is being asked to amend the Senior Executive Team and Management Group Salary and Benefits Schedules to be consistent with the salary and benefits package negotiated with the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/ Professional/ Confidential, and Miscellaneous A Units. The City Council is being asked to amend the Senior Executive Team and Management Group Salary and Benefits Schedules to be consistent with the salary and benefits package negotiated with the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/ Professional/ Confidential, and Miscellaneous A Units.

10. Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System

    To comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

11. Adoption of a City Council Resolution to Execute an Agreement for Special Counsel Services provided by Meyers, Nave, Riback, Silver & Wilson

    Staff recommends that the City Council adopt the attached resolution to execute a Special Counsel Services agreement ("Agreement") with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") for legal services on an "as-needed" basis.

12. Minute Order to Authorize Letter in Opposition to S. 3157

Staff is seeking authorization to send a letter to California's two U.S. Senators in opposition to Senate Bill 3157 (the Streamline Act), which would eliminate market-based rents for small cell facility installations on public property, limit application fees charged by the City and grant automatic approval to potentially unlimited wireless facility applications if the City is unable to process applications within new, stringent time limits.

13. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of State of California Tobacco Law Enforcement Grant Funds

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Tobacco Law Enforcement Program.

14. By Minute Order, Authorize Naming of City Park Ballfield #1 as "Michael Valle Baseball Field" and Installation of a Sign

The City Council has been approached by members of the Michael Valle Foundation to approve renaming a ballfield in City Park and authorize the placement of a sign. The application was reviewed and recommended for approval by the City Council's ad hoc Pittsburg Recognition Committee.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

ADJOURNMENT to August 20, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION
Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD
Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS
Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED
In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT
The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT
City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2018

Updated June 4, 2018

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Pete Longmire Alternate	Standing	Annual	J. Sbranti
SF Bay Regional Water Quality Board	Merl Craft / Pete Longmire Alternate	Standing	As needed	J. Sbranti
Contra Costa County Fire Dist.	Pete Longmire / Jelani Killings Alternate	Standing	2nd Monday	J. Sbranti
Delta Diablo**	Pete Longmire / Juan Banales Alternate	Standing	2nd Wednesday	F. McKinley
East Co.Co.County Habitat Conservancy	Sal Evola / Juan Banales Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Juan Banales / Pete Longmire Alternate	Standing	4 Per Year	G. Evans
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	Pete Longmire& Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3rd Thursday	*Rotational
Mayor's Conference	Pete Longmire / Sal Evola Alternate	Standing	1st Thursday	J. Sbranti/G. Evans
School Districts Committee	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4th Thursday even months	J. Sbranti

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	F. McKinley/J.Hecht
Concord Hills Working Group	Sal Evola & Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	J. Sbranti
Pittsburg Recognition Committee	Merl Craft / Pete Longmire Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Pete Longmire &Juan Banales / Sal Evola Alt.	Standing	Quarterly	G. Evans
Finance Subcommittee	Sal Evola & Pete Longmire / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Sal Evola &Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	J. Sbranti
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Juan Banales & Pete Longmire / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Public Outreach	Juan Banales & Jelani Killings	Ad Hoc	As needed	K. Simonton
Sister City Committee	Sal Evola&Merl Craft/ Pete Longmire Alt.	Ad Hoc	As needed	G. Evans
Successor Agency Subcommittee	Merl Craft &Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2nd and 4th Tuesdays
Community Advisory Commission	1st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the monthin the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an "as needed basis".For a list of subcommittees that Council Members and staff are assigned to, please see the "Council Committee List" attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City's website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City's website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: July 16, 2018

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS
Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
VACANT, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS
Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Longmire called the meeting of the City Council to order at 7:06 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:15 for Closed Session for the following items:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) case

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

Three (3) cases

3. PUBLIC EMPLOYMENT (Pursuant to Section 54957):

City Attorney

4. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans, Stacy Shell; Employee organization: AFSCME Miscellaneous A; AFSCME Management/ Professional/Confidential; Teamsters Local 856

Mayor Longmire stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Assistant City Manager Evans led the Pledge of Allegiance.

PROCLAMATION

National Night Out

Officer Heidi McGuire and Community Relations Coordinator Toni Baldazo accepted the proclamation for National Night Out, Tuesday, August 7, 2018.

PRESENTATION

Adopt-A-Spot Participants

In appreciation of their volunteerism, proclamations were given to participants of the City's Adopt-A-Spot program, including: Puente Club, Spectrum Center School, Chelene K. Reyes, The Activists, W. D. Wallace, Kiwanis Key Club, STS Academy, Ed Borjon, Clean Pittsburg, and Club Interact.

CITY MANAGER'S REMARKS

Assistant City Manager Evans reported on upcoming events throughout the city.

CITIZENS REMARKS

Olga Rubalcaba, Pittsburg, asked for help with noise and residential parking issues in the Toscana neighborhood.

Jen Borcic, Pittsburg, thanked the City for helping with the recent Keller Canyon issues.

Rosa Fallon, Pittsburg, thanked the City for helping with the recent Keller Canyon issues.

Chris Fallon, Pittsburg, thanked the City for helping with the recent Keller Canyon issues.

Mark Linde, Pittsburg, asked the Council to investigate the county emergency alert system as there was no alert made for a recent fire that caused a shelter-in-place. He also asked the Council to consider a stronger smoking ordinance.

Larry Reasoner, Pittsburg, voiced concerns regarding an illegal abatement process at his property and return of personal items.

PUBLIC HEARING

The Mayor announced that Item 9 would be considered at this time.

9. Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Canyon Laboratories, AP-18-1346

Mayor Longmire opened the Public Hearing.

Mark Linde, Pittsburg, stated the Council should tread lightly as this is still against federal law and does not believe there is much tax revenue to be gained.

Pamela Kan, Owner and President of Bishop Wisecarver Corporation, next door to the proposed laboratory, stated she had concerns about security as well as the hours that deliveries would be made as students use that area as a short cut to school.

David Miller, a Pittsburg business owner stated he has a business in the building across the street from the laboratory. He also has security concerns and hoped for increased police presence in the area.

There being no one to speak further to the item, Mayor Longmire closed the Public Hearing.

Richard Fischler CEO of BioZone and Canyon Laboratories, along with several directors of Canyon Laboratories were present. They clarified the concerns presented by residents and Council Members.

On motion by Vice Mayor Evola, seconded by Member Craft to adopt and carried by the following vote:

AYES: Banales, Craft, Evola, Longmire
NOES: Killings

7. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2018-2019)

Mayor Longmire opened the Public Hearing. There being no one to speak to the item, Mayor Longmire closed the Public Hearing.

On motion by Member Banales, seconded by Member Killings to adopt and carried unanimously.

8. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2018-2019)

Mayor Longmire opened the Public Hearing. There being no one to speak to the item, Mayor Longmire closed the Public Hearing.

On motion by Vice Mayor Evola, seconded by Member Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Member Craft stated she would recuse herself from Items 11 and 12 on the Consent Calendar due to her financial interest.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

On motion by Member Killings, seconded by Member Banales to adopt and carried unanimously.

18. Minutes of June 8, 2018 and June 18, 2018

19. Adoption of a Pittsburg Power Company Resolution to Enter into a Contract with Contra Costa County Workforce Development Board for the Future Build's Cohort 14 and 15

20. Adoption of a Pittsburg Power Company Resolution for the 2018-2019 Consultant Agreement with Open Opportunities Incorporated

21. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in September 2018

22. By Minute Order, Direct Review Of City's Conflict Of Interest Code

23. Adoption of a City Council Resolution Approving Contra Costa Transportation Authority's Measure J Growth Management Program Compliance Checklist for Calendar Years 2016 and 2017

24. Adoption of an Ordinance Amending Titles 5 and 18 of the Pittsburg Municipal Code Related to Massage Establishments, AP-18-1335(RZ)

25. Adoption of a City Council Resolution to Appoint Donna Mooney as City Attorney

26. Adoption of a City Council Resolution to Approve a Reclassification

27. Adoption of a City Council Resolution to Approve a Reclassification

28. Adoption of a City Council Resolution to Allocate Funds and Approve a Consultant Agreement for the Preparation of the Green Infrastructure Plan

COUNCIL MEMBER REPORTS/REMARKS

Vice Mayor Evola asked that the two items brought up by Mark Linde be considered by staff.

ADJOURNMENT

The City Council meeting was adjourned at 8:38 P.M. to August 6, 2018.

Respectfully submitted,

Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/16/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Rate Increase requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

Contra Costa Waste Service, Inc. operates a Recycling Center and Transfer Station(RCTS) on Loveridge Road under an agreement between Contra Costa Waste Service(CCWS) and the City of Pittsburg. The agreement requires that CCWS obtain City approval prior to increasing disposal rates charged at the RCTS. CCWS has requested a Consumer Price Index (CPI) rate increase and City staff recommends approval of the rate increase as requested.

FISCAL IMPACT

Approval of this Resolution will have no fiscal impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution approving the rate increase requested by Contra Costa Waste Service for operation of the Recycling Center and Transfer Station, effective September 1, 2018.

BACKGROUND

CCWS (Operator), which operates the RCTS, receives and processes municipal solid waste and separates recyclable raw materials to reduce overall waste from being landfilled in accordance with the City's waste diversion requirements. The City has a Franchise Agreement with CCWS for the Operation of the RCTS, which allows for the modification of the mixed-waste rate charged to customers following prior review and approval by the City Council.

On May 23, 2018, the City received a letter from CCWS requesting a rate increase at the RCTS. The increase will be based on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (CPI) from October 2016 to October 2017.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The Operator is basing the proposed rate increase on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (CPI) (CPI) from October 2016 to October 2017 which is 2.687 percent. The Operator is requesting an increase of the current municipal solid waste tipping fee of $102.50 per ton to $105.25 per ton, a 2.687 percent increase. The adjusted rate increase will offset other operational increases and services provided to comply with state mandated diversion requirements. The proposed rate is lower than the other transfer stations in the county. The Operator last requested and received a rate increase on October 16, 2017.

Staff reviewed a list provided by CCWS of rates charged at other transfer stations as well as the two (2) within Contra Costa County. As of May 18, 2018, the rates charged at these other locations in Contra Costa County are as follows:

Golden Bear Transfer Station (formerly West Contra Costa Sanitary Landfill) (Owner – Republic Services, Inc.)	$ 131.55/ton
Contra Costa Transfer & Recovery Station (Owner – Republic Services, Inc.)	$ 109.90/ton
Recycling Center & Transfer Station (Owner – Contra Costa Waste Service)	$ 105.25/ton (Proposed)

In reviewing the rates charged by other transfer stations in Contra Costa County, the Operator's new rate requested is comparable to rates charged by other operators. Staff concurs with the justification provided by the Operator and recommends the City Council approve the request authorizing a rate increase at the RCTS to $105.25 per ton.

ATTACHMENTS: Resolution 18-
Request letter dated May 23,2018 from Contra Costa Waste Service

Report Prepared By: Laura L. Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving a Rate Increase Requested	)	
By Contra Costa Waste Service for	)	RESOLUTION NO. 18-
The Operation of the Recycling	)	
Center and Transfer Station	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg has a Franchise Agreement with Contra Costa Waste Service, Inc. (Operator) to Operate a Recycling Center and Transfer Station (RCTS) on Loveridge Road; and

WHEREAS, the Operator has requested a rate increase due to rising operating costs. The Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (CPI) from October 2016 to October 2017 has increased by 2.687 percent; and

WHEREAS, the rate increase at the RCTS will be increased from $102.50 per ton to $105.25 per ton; and

WHEREAS, the two other public transfer stations located in Contra Costa County charge $131.55 per ton (Golden Bear Transfer Station, Richmond) and $109.90 per ton (Contra Costa Transfer and Recovery Station, Martinez) as of May 2018; and

WHEREAS, the Operator has not negotiated a rate increase since October 16, 2017; and

WHEREAS, the City Council has the authority to review and approve a rate increase per the Franchise Agreement; and

WHEREAS; City staff has reviewed the rate increase request per the terms of the Franchise Agreement and recommends authorizing the rate increase.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

A. The recitals set forth are true and correct statements.

B. The City Council of the City of Pittsburg has reviewed and approves a rate increase to $105.25 per ton at the Recycling Center and Transfer Station per the, "Agreement For The Operation of a Transfer Station between Contra Costa Waste Service, Inc. and the City of Pittsburg".

C. Adoption of this Resolution approving the rate increase shall take effect on September 1, 2018.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 6th day of August 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dwaine "Pete" Longmire, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Contra Costa Waste Service
4080 MALLARD DRIVE • P.O. BOX 5397
CONCORD, CALIFORNIA 94520
(925) 473-0180

May 23, 2018

Mr. Joe Sbranti, City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

RE: Letter to request adjustment to Contra Costa Waste Services Rates

Dear Mr. Sbranti,

Contra Costa Waste Service requests an increase in the current tipping fee at our Pittsburg Transfer Station.

We are requesting an increase of 2.687% per ton to compensate for CPI, increased regulatory fees, additional recycling costs and other expenses. We have increased rates using these metrics and rounded them to the nearest quarter or dollar to more easily facilitate cash transactions and yardage calculations. This would increase our current tipping fee for MSW from $102.50 per ton to $105.25 per ton. The requested rates are included in Attachment A.

We have attached a list of local transfer station rates for your convenience (Attachment B). It should be noted that Contra Costs Waste Service does more diversion activity than any other solid waste facility in the area. Please let us know if we can provide any other information that would be useful for your review of this request.

Sincerely,

Clark Colvis
Contra Costa Waste Service

Enclosure:

Contra Costa Waste Service
4080 MALLARD DRIVE • P.O. BOX 5397
CONCORD, CALIFORNIA 94520
(925) 473-0180

Attachment A: Proposed Rate

Recycling Center & Transfer Station 1300 Loveridge Road, Pittsburg California 94565

Standard Rates	2018 Proposed Rates	
Minimum Charge	$ 31.75	Min
Cubic Yard Charge	$ 28.25	Per Yard
Bulk & Compacted Loads	$ 105.25	Per Ton
Appliances and Misc.		
Refrigerators, A.C. Units	$ 55.25	Each
Washers & Stoves	$ 55.25	Each
All Other Appliances	$ 40.75	Each
Small Size Propane Tanks (5 Gallon)	$ 10.00	Each
Medium Size Propane Tanks (6-10 Gallon)	$ 16.50	Each
Large Size Propane Tanks (< 10 Gallon)	$ 40.75	Each
Mattress or Box Spring - Twin Size	$ 23.75	Each
Larger Than Twin Size	$ 35.25	Each
Construction & Demolition (C&D) Material		
Minimum Charge	$ 31.75	Min
Cubic Yard Charge	$ 28.25	Per Yard
Bulk & Compacted Loads	$ 105.25	Per Ton
Wood/Green		
Clean Wood Minimum Charge	$ 31.75	Min
Clean Wood Loads	$ 99.25	Per Ton
Clean Green Minimum Charge	$ 31.75	Min
Clean Green Loads	$ 99.25	Per Ton
Wood Stumps Larger Than 24 Inches	$ 105.25	Per Ton
Electronic Waste		
Cell Phones	$ 6.50	Each
VCR's Printers Small Items	$ 10.00	Each
Medium e-waste	$ 17.00	Each
Microwaves	$ 23.75	Each
T.V.'s & C.R.T.'s	$ 40.75	Each
Copy Machines Large Items Special Handling	$ 126.50	& Up
Tires		
Cars	$ 10.00	Each
Trucks	$ 23.75	Each
Tractor	$ 65.50	Each
Cars with Rims Attached	$ 13.00	Each
Trucks with Rims Attached	$ 26.75	Each
Tractor with Rim Attached	$ 68.50	Each

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Attachment B: Comparative Transfer Station Rates as of May 18, 2018

Solid Waste Facility	Location	Rate Per Ton	Operator	Per Yard	Minimum Fee	Misc.
Contra Costa Transfer and Recovery	Martinez	$109.90	Republic Services	$32.00	$30.50	
Recycling Center & Transfer Station (Proposed)	Pittsburg	$ 105.25	Mt. Diablo Resource Recovery Park	$ 28.25	$ 31.75	
Freemont Transfer Station	Fremont	$102.61	BLT	N/A	$48.00	
Shoreway Environmental Center	San Carlos	$98.00	Rethink Waste	$42.00	$41.00	
Central Disposal Site & Transfer Station	Petaluma	$117.50	Republic Services	N/A	$15.00	
Vasco Road landfill	Livermore	$92.00	Republic Services	$52.00	$52.00	
Pleasanton Transfer Station	Pleasanton	$139.61	Pleasanton Garbage Service	$27.92	$27.92	
Golden Bear	Richmond	$131.55	Republic Services	$34.65	$34.65	
Davis St Transfer Station	San Leandro	$127.50	Waste Management	$32.25	$32.25	
Berkeley Transfer Station	Berkeley	$126.00	City of Berkeley	$29.00	$29.00	
Recology San Francisco	San Francisco	$181.20	Recology	$45.00	$45.00	

Series Id: CUURA422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2012		236.88		238.985		239.806		241.17		242.834		239.533	239.65
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985
2015		254.91		257.622		259.117		259.917		261.019		261.019	258.934
2016		262.6		264.565		266.041		267.853		270.306		269.483	266.808
2017		271.626		274.589		275.304		275.893		277.57		277.414	275.40
2018		281.308		283.422									282.365

Pink : Preliminary. All indexes are subject to revision four months after original publication

CPI - U Indices for the year ending October 31, 2016 270.3060
CPI - U Indices for the year ending October 31, 2017 277.5700
Percentage change 2.6873%

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/27/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units for the Period July 1, 2018–June 30, 2020.

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

The Memorandum of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units expired on June 30, 2018. The City and AFSCME representatives have reached a tentative agreement on the terms and conditions of employment for fiscal years 2018–2019 and 2019-2020 that provides for a salary adjustment for all classifications, as well as the implementation of significant cost sharing measures relating to the California Public Employees Retirement System (CalPERS). Should Council approve these terms, staff will prepare successor MOUs that incorporate the agreed upon changes.

FISCAL IMPACT

The total net cost of the comprehensive compensation package is approximately $959,000 over fiscal years 2018-19 and 2019-20. The AFSCME agreements include significant cost containment of the City's CalPERS employer contributions that reduces the City's financial obligation by approximately $114,000 over the contract and has members contributing 8% normal costs and 1% toward the CalPERS unfunded liabilities. Due to the structure of the package negotiated approximately $233,515 in costs were moved up to the first year of the two-year contract.

Additional appropriations in the amount of $153,257 for the General Fund and $80,258 for all other funds are required for the current fiscal year as per attached. Additionally, authorization is required for the use of one-time funds as described below. Funding for FY 2019-20 will be incorporated into the City's future annual budgets.

The City shall issue all AFSCME employees a payment(s) for one-time non-budgeted general fund revenues during the term of the agreement up to 50% of the total amount collected but not more than $2,000 per employee or above 50% of any single payment received up to one-time payments received up to $450,000. Payments will be paid out based upon total available to all members proportionally to the total received when the funds are received on the next payroll check run after receiving the one-time funds.

RECOMMENDATION

Adopt a Resolution approving the July 12, 2018 tentative agreement, authorizing the City Manager to prepare and execute a successor memorandum of understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees, Local 512, Management/Professional/Confidential and Miscellaneous A Units for the period of July 1, 2018 – June 30, 2020, and authorizing corresponding budget appropriations, expenditures, and funding to be incorporated into the 2019 and 2020 annual budgets.

BACKGROUND

Pittsburg employees are deeply committed to providing a level of excellence in public service and strive to respond effectively and efficiently to the needs of the Pittsburg community. City employees within the AFSCME bargaining unit have not received a salary adjustment since July 2017, at which time a 4% increase was applied. No other wage increase or cost of living adjustments have been provided since that time. The City is cautious that recruitment efforts may be impacted as the City's pay ranges for member classifications have remained stagnant while other organizations have provided cost of living increases and adjusted salary ranges accordingly. In addition, in recognition of the increasing cost and future liability created by CalPERS, the parties agreed to cost sharing of employer contributions made on behalf of the employee to the retirement system that results in significant cost containment savings. Council received a detailed briefing on these financial aspects at their public meeting of March19, 2018.

The key terms of the agreement are as follows, and apply to all employees represented by AFSCME:

COMPENSATION & TERM

Term of contract:
Two (2) years (July 1, 2018 – June 30, 2020)

Compensation Adjustment:
Effective July 1, 2018, all employees will receive a five percent (5%) cost of living increase.

CalPERS UAL Cost Sharing:
Effective July 1, 2018, Tier I (2% @ 55 formula) and Tier II (2% @ 60 formula) employees will pay an additional one percent (1%) of his/her salary toward CalPERS unfunded accrued liability pension costs for a total of 9%.

Off Salary Range One-Time-Only Payment:
Should the City realize up to $450,000.00 in non-budgeted one-time general fund revenues between July 1, 2018 and June 30, 2020, the City shall pay each AFSCME member up to

$2,000.00 following receipt of the one-time revenue. If amounts less than the full $450,000.00 are received, proportionate payments will be made to AFSCME members based upon the funds received on a quarterly basis or as soon as possible.

BENEFIT ADJUSTMENTS

Medical Insurance:
The City's contribution toward a medical insurance plan shall be set at 100% of the applicable Kaiser rate.

Dental Insurance:
The City shall increase the maximum benefit paid per calendar to $2,500 per subscriber and eligible dependent.

Deferred Compensation:
Effective September 9, 2018, the City's matching contribution to the 457 Plan shall increase to $125.00 per month.

Service Awards:
Effective July 1, 2018, the City shall discontinue issuing service awards.

Service Achievement Incentive Plan:
Effective July 1, 2018, at the completion of milestones of service, the City shall issue the following hours into the employee's reserve vacation bank:
Five (5) years of service – 40 hours
Ten (10) years of service – 50 hours
Fifteen (15) years of service – 60 hours
Twenty (20) years of service – 70 hours
Twenty-five (25) years of service – 80 hours
Thirty (30) years of service – 80 hours
Thirty-five (35) years of service – 80 hours
Forty (40) years of service – 80 hours
Upon implementation, employees with at least five (5) years of service, but less than 10 years of service, shall receive a preliminary reserve vacation bank of 20 hours; employees with 10 years or more of service shall receive a preliminary reserve vacation bank of 40 hours.

The AFSCME membership ratified the parameters of the tentative agreement on July 24, 2018. For additional details and changes to terms and conditions of employment, please refer to Attachment 1 (Tentative Agreement between the City of Pittsburg and AFSCME, dated July 12, 2018).

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME), Local 512, Management/Professional/Confidential and Miscellaneous A Units expired on June 30,

2018. The City and AFSCME representatives have been meeting since April 2018 to develop successor Memorandums of Understanding.

The City Council had four goals for this round of negotiations:

1. Treat employees fairly;
2. Position the City to be competitive for recruitment and retention;
3. Obtain agreements that meet the City's long-term goal of fiscal sustainability; and
4. Modify CalPERS cost sharing to achieve sustainability of the benefit and significantly reduce the City's unfunded liability.

All of these goals have been achieved by the Agreement. The cost containment measures for the CalPERS cost sharing will have a positive and significant financial impact on the City and results in a more sustainable retirement program for current and future retirees. Should Council approve these terms, staff will prepare successor MOUs that incorporate the agreed upon changes.

ATTACHMENTS: ATTACHMENTS:
1. Tentative Agreement dated July 12, 2018 between the City of Pittsburg and the American Federation of State, County, and Municipal Employees Union, Local 512
2. Resolution No. 18-
3. Fiscal Impact

Report Prepared By: Stacy Shell, Director of Human Resources

COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

May 24, 2018

2. Term

This Memorandum of Understanding shall be ~~in~~ effective July 1, 2018~~15~~ except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2020~~18~~ and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, 2020~~18~~ or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

TA ____________ Date: 7/12/18

TA ____________ Date: 7/12/18

COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

May 24, 2018

Revised: June 11, 2018; June 20, 2018; July 12, 2018

5. Salaries

Salary ranges for represented classifications shall be as set forth in Appendix B, which is attached hereto and made a part hereof.

A. Effective ~~July 5, 2015~~July 1, 2018, the City shall provide a ~~four percent (4%)~~ five percent (5%) increase to all current salary steps within the unit.

~~B. Effective the first pay period in Fiscal Year 2016/2017 (July 3, 2016) the City shall provide a four percent (4%) increase to all salary steps within the unit.~~

~~C~~B. Off Salary Range One-Time-Only Payment

Should the City realize up to $450,000.00 in non-budgeted one-time general fund revenue between July 1, 2018 and June 30, 2020, the City shall pay each bargaining unit member up to $2,000.00 following the receipt of the one-time funds. If amounts less than the full $450,000.00 are received, proportionate payments will be made to AFSCME members based upon the funds received. Proportionate payments will occur on the following quarter basis.~~Effective the first pay period in Fiscal Year 2017/2018 (July 2, 2017) the City shall provide a four percent (4%) increase to all salary steps within the unit.~~

D. Beginning July 5, 2015, the City shall implement 40.00 hours of an unpaid winter closure in each fiscal year. This shall be accomplished by a mandatory wage reduction of one point nine two five percent (1.925%). The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year, and shall consist of forty (40) hours time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo.

To accomplish a one point nine two five percent (1.925%) reduction in pay, bargaining unit members will have their salaries reduced by 1.54 hours per pay period beginning July 7, 2013. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 1.54 times the hourly rate of pay in effect at the

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time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

If a non-exempt employee is called in to work on an unplanned or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time).

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COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

May 24, 2018

Revised: June 11, 2018

6.1 Medical Insurance

The City will provide a medical insurance plan through Kaiser Permanente, and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan. ~~Additionally, the City will explore providing multiple co-pay options.~~

City's contribution toward medical insurance~~Kaiser Permanente~~

~~Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Kaiser Permanente medical insurance shall be set at:~~

~~Employee only (single)~~	~~$708.91 per month~~
~~Employee plus one (dual)~~	~~$1,417.87 per month~~
~~Employee plus two or more (family)~~	~~$2,006.32 per month~~

~~Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Kaiser Permanente medical insurance shall be set at:~~

~~Employee only (single)~~	~~$751.44 per month~~
~~Employee plus one (dual)~~	~~$1,502.94 per month~~
~~Employee plus two or more (family)~~	~~$2,126.70 per month~~

~~Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at ninety-nine-percent (99%) of the actual premium costs. Employees will be responsible for one-percent (1%) of actual premium costs for the Kaiser Plan.~~

Effective January 1, 201~~9~~8 and for the term of this agreement, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for ~~Kaiser Permanente~~ medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente ~~actual~~ premium rate~~costs~~. ~~Employees~~

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electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

~~City's contribution toward Non-Kaiser HMO Plan Option~~
~~In so long as the City maintains the ability to provide a Non-Kaiser HMO Plan option, the City shall provide:~~

~~Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$791.27 per month~~
~~Employee plus one (dual)~~	~~$1,582.51 per month~~
~~Employee plus two or more (family)~~	~~$2,239.27 per month~~

~~Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$838.75 per month~~
~~Employee plus one (dual)~~	~~$1,677.46 per month~~
~~Employee plus two or more (family)~~	~~$2,373.63 per month~~

~~Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$893.26 per month~~
~~Employee plus one (dual)~~	~~$1,786.50 per month~~
~~Employee plus two or more (family)~~	~~$2,527.91 per month~~

~~Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$955.79 per month~~
~~Employee plus one (dual)~~	~~$1,911.55 per month~~

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~~Employee plus two or more (family) $2,704.87 per month~~

City's contribution for regular part-time employees

The City's medical insurance premium contribution shall be pro-rated for represented part-time employees.

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CITY COUNTER PROPOSAL

May 24, 2018

6.2 Retiree Medical Insurance

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or

2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.

4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.

6. For employees retired on or after January 1, 2012, ~~T~~the City's contribution toward retiree health insurance, and the retiree and/or

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retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.

7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:

a. Retirees who do not retire directly from City service; or

~~b. Retirees and their spouses who are included in the Pittsburg Municipal Employees Retirement System of 1948; or~~

~~c~~b. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

~~d~~c. Retirees who fail to comply with any requirements as described in 'verifications"; or

~~e~~d. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Effective July 5, 2015, employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute $75 per month. Participation in the plan is required by the employee.

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COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

May 24, 2018

Revised: June 11, 2018

6.3 Dental Insurance

The City shall maintain the existing dental insurance benefits throughout the term of this Agreement. The City shall contribute all dental insurance premiums on behalf of represented full-time employees and eligible dependents. The City's dental insurance premium contribution shall be pro-rated for represented part-time employees.

Effective January 1, 2019 and for the term of this agreement, the City shall increase the maximum benefit paid per calendar year to $2,500 per subscriber and eligible dependent.

TA Larry Ford

Date: 7/12/18

TA [signature]

Date: 7/12/18

COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

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Revised: June 11, 2018

6.7 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018 and for the term of this agreement, the City shall make an annual contribution (January 1 of each year) of $100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to $100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of $200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

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COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

May 24, 2018

6.9 Deferred Compensation Effective September 9, 2018,

~~Effective July 1, 2015 t~~The City will make a "matching" contribution to ~~a~~ the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred twenty-five dollars and zero cents ($125~~00~~.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of ~~fifty~~ sixty-two dollars and fifty~~zero~~ cents ($62.50~~50.00~~) per month.

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COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

May 24, 2018

Revised: June 26, 2018, July 12, 2018

6.10 Retirement

All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

a) One Year Final Compensation (Section 20042)
b) Annual Cost-of-Living Increase at 3% (Section 21335)
c) Military Service Credit as Public Service (Section 21024)
d) Credit for Unused Sick Leave (Section 20965)
e) EPMC as Additional Compensation (Section 20691)

B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:

a) Military Service Credit as Public Service (Section 21024)

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Date: 7/12/18 Date: 7/12/18

b) Credit for Unused Sick Leave (Section 20965)
c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective July 3, 2016 all employees within the unit will contribute an additional 1% of salary towards CalPERS pension costs in addition to the required statutory member contribution rates which are currently 7% for "classic members" (as defined by CalPERS) and fifty-percent (50%) of normal costs for "new members" (as defined by CalPERS). These additional contributions will be treated as member contributions if allowed by CalPERS. The City and the Union will act in good faith in following any CalPERS requirements to treat the one percent (1%) additional contribution as member contributions.

If the required statutory member contribution rate for "new members" is between 7% and 8%, "new members" shall pay 8% towards their member contribution for CalPERS. If the statutory contribution rate for "new members" is above 8%, "new members" will make only the statutory contribution as required by CalPERS, and will not be required to pay additional contributions beyond the statutory requirements.

Effective July 1, 2018 all classic members within the unit will contribute an additional one percent (1%) of salary toward CalPERS unfunded accrued liability pension costs.

TA ____

Date: 7/12/18

TA ____

Date: 7/12/18

COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME

CITY COUNTER PROPOSAL

June 26, 2018

Revised: June 26, 2018 (at the table) and July 12, 2018

7.3 Service Award

A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:

Years of City Service	Service Award Amount
10 years	$200
15 years	$300
20 years	$400
25 years	$500
30 years	$600
35 years	$700
40 years	$800
45 years	$900

Effective July 1, 2018, the City shall discontinue issuing service awards to employees and implement the Service Achievement Incentive Plan outlined in section 8.1 – Vacation Accrual. Upon implementation, employees eligible for service award pay between January 1, 2018 and June 30, 2018, shall receive a bank of reserve vacation hours in accordance with the provisions of the Service Achievement Incentive Plan, in lieu of receiving the pay associated with the service award in section 7.3.

8.1 Vacation Accrual

The vacation accrual rate for regular full-time employees shall be:

Years of City Service	Accrual Rate
0-5 Years	Accrue 3.08 hours per pay period (10 days)
6-10 years	Accrue 4.62 hours per pay period (15 days)
11 years	Accrue 4.92 hours per pay period (16 days)
12 years	Accrue 5.23 hours per pay period (17 days)
13 years	Accrue 5.54 hours per pay period (18 days)
14 years	Accrue 5.85 hours per pay period (19 days)
15-19 years	Accrue 6.15 hours per pay period (20 days)

TA [signature]

Date: 7/12/18

TA [signature]

Date: 7/12/18

20 and more years Accrue 7.69 hours per pay period (25 days)

For purposes of computing employees' years of City service for vacation accrual rate, years of service credit shall be computed as continuous upon ~~the~~ re-employment ~~of an eligible employee~~ within twelve (12) months following separation, excluding the duration of separation.

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified full-time employee.

A. Service Achievement Incentive Plan - The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, including years of full-time service ~~with the City~~ computed as continuous upon ~~the~~ re-employment ~~of an eligible employee~~ within twelve (12) months following separation, excluding the duration of separation, the City shall implement a Service Achievement Incentive Plan as follows:

   1. At the completion of five (5) years of service, the employee shall receive 40 hours of vacation to be added to the employee's reserve vacation bank.

   2. At the completion of 10 years of service, the employee shall receive 50 hours of vacation to be added to the employee's reserve vacation bank.

   3. At the completion of 15 years of service, the employee shall receive 60 hours of vacation to be added to the employee's reserve vacation bank.

   4. At the completion of 20 years of service, the employee shall receive 70 hours of vacation to be added to the employee's reserve vacation bank.

TA ____________ TA ____________

Date: 7/12/18 Date: 7/12/18

5. At the completion of 25 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

6. At the completion of 30 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

7. At the completion of 35 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of 40 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:

   a) Employees with at least five (5) years, but less than 10 years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 20 hours.

   b) Employees with 10 years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 40 hours.

10. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. Employees may utilize the reserve vacation bank accrued hours in accordance with section 8.2 - Use of Vacation.

TA ____________

Date: 7/12/18

TA ____________

Date: 7/12/18

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving a Successor Memorandum ofUnderstanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units for the Period of July 1, 2018 through June 30, 2020	))))))))	RESOLUTION NO. 18-

The City Council of the City of Pittsburg DOES RESOLVE as follows:

WHEREAS, the Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units expired on June 30, 2018; and

WHEREAS, City representatives and the duly appointed representatives of the AFSCME Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

WHEREAS, the membership of the AFSCME Union, Local 512, Management/Professional/Confidential and Miscellaneous A Units ratified the attached agreement on July 24, 2018; and

WHEREAS, the City Manager and City staff recommend the terms and conditions of the Memorandums of Understanding to be approved by the City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopts this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the6th day of August 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dwaine “Pete” Longmire, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

	Wages	Benefits	Total
Fund 110	$ 159,202	$ (5,945)	$ 153,257
Fund 226	1,927	419	2,346
Fund 233	1,569	342	1,911
Fund 241	14,358	3,814	18,173
Fund 303	309	67	376
Fund 501	12,350	2,693	15,043
Fund 501	10,469	859	11,328
Fund 501	4,146	(1,767)	2,379
Fund 521	6,275	142	6,417
Fund 540	3,505	755	4,260
Fund 550	4,264	924	5,188
Fund 580	2,988	1,137	4,125
Fund 590	1,137	246	1,383
Fund 598	491	107	598
Fund 611	3,987	(310)	3,677
Fund 621	2,314	(672)	1,642
Fund 801	1,159	251	1,410
	$ 230,452	$ 3,063	$ 233,515

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/27/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of City Council Resolutions to Approve the Amended Senior Executive Team and Management Group Salary and Benefits Schedules

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

The City Council is being asked to amend the Senior Executive Team and Management Group Salary and Benefits Schedules to be consistent with the salary and benefits package negotiated with the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/ Professional/ Confidential, and Miscellaneous A Units.

FISCAL IMPACT

The total net cost of the comprehensive compensation package is $152,000 over fiscal years 2018-19 and 2019-20. These agreements include the employees contributing one percent contribution toward the City's CalPERS unfunded actuarial liability reducing the City's financial obligation by approximately $18,000. The package for FY 2018-19 was budgeted for in all funds and requires no budget amendments. Additionally, authorization is required for the use of one-time funds as described below. Funding for FY 19-20 will be incorporated into the City's future annual budgets.

The City shall issue all non-represented employees a payment(s) for one-time non-budgeted general fund revenues during the term of the agreement up to 50% of the total amount collected but not more than $2,000 per employee or above 50% of any single payment received up to one-time payments received up to $450,000. Payments will be paid out based upon total available to all members proportionally to the total received when the funds are received on the next payroll check run after receiving the one-time funds.

RECOMMENDATION

The City Council adopt resolutions approving the amended Senior Executive Team and Management Group Salary and Benefits Schedules.

BACKGROUND

There are two units covering all at-will and unrepresented employees within the City, the Senior Executive Team and the Management Group. These two unrepresented groups do not traditionally bargain for changes within their respective Salary and Benefits Schedules.

Historically management classifications have been provided equivalent salary increases as those provided to their subordinate staff. This practice has allowed the City to maintain standard differentials between salaries of executive positions and staff.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The City Council has previously directed the Human Resources department staff to periodically amend the schedules to provide unrepresented employees with similar salary and benefit changes as those provided to the staffs they manage.

The proposed American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Management/ Professional/ Confidential, and Miscellaneous A Units AFSCME unit MOUs, and amended changes in the Senior Executive Team and Management Group Salary and Benefits Schedules, covers the two (2) year period of July 1, 2018 through June 30, 2020 and makes significant changes to the following areas:

COMPENSATION

Compensation Adjustment:
Effective July 1, 2018, all employees will receive a two and a half percent (2.5%) cost of living increase.

Effective July 1, 2019, all employees will receive a two and a half percent (2.5%) cost of living increase.

CalPERS UAL Cost Sharing:
Effective July 1, 2018, all classic employees will pay a half of one percent (.5%) of his/her salary toward CalPERS unfunded accrued liability pension costs for a total of 8.5% and effective July 14, 2019, all classic employees will pay an additional half of one percent (.5%) of his/her salary toward CalPERS unfunded accrued liability pension costs for a total of 9%.

Off Salary Range One-Time-Only Payment:
Should the City realize up to $450,000.00 in non-budgeted one-time general fund revenues between July 1, 2018 and June 30, 2020, the City shall pay each employee up to $2,000.00 following receipt of the one-time revenue. If amounts less than the full $450,000.00 are received, proportionate payments will be made to employees based upon the funds received on a quarterly basis or as soon as possible.

BENEFIT ADJUSTMENTS

Medical Insurance:
The City's contribution toward a medical insurance plan shall be set at 100% of the applicable Kaiser rate.

Deferred Compensation:
Effective September 9, 2018, the City's matching contribution to the 457 Plan shall increase to $125.00 per month.

Service Awards:
Effective July 1, 2018, the City shall discontinue issuing service awards.

Service Achievement Incentive Plan:
Effective July 1, 2018, at the completion of milestones of service, the City shall issue the following hours into the employee's reserve vacation bank:
Five (5) years of service – 40 hours
Ten (10) years of service – 50 hours
Fifteen (15) years of service – 60 hours
Twenty (20) years of service – 70 hours
Twenty-five (25) years of service – 80 hours
Thirty (30) years of service – 80 hours
Thirty-five (35) years of service – 80 hours
Forty (40) years of service – 80 hours

Upon implementation, employees with at least five (5) years of service, but less than 10 years of service, shall receive a preliminary reserve vacation bank of 20 hours; employees with 10 years or more of service shall receive a preliminary reserve vacation bank of 40 hours.

The amendment to the Senior Executive Team and Management Group Salary and Benefit Schedule modifies the salary range and benefits schedules for Fiscal Years 2018/19 and 2019/20 as shown in the attached Senior Executive Team and Management Group Salary and Benefit Schedule.

ATTACHMENTS: 1. Resolutions
2. Draft Management Group Salary and Benefits Schedule
3. Draft Senior Executive Team Salary and Benefits Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amend the Management Group)
Salary and Benefits Schedule) RESOLUTION NO. 18

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg has met and conferred in good faith with the AFSCME collective bargaining units for a memorandum of understanding for wages, hours, and other terms and conditions of employment; and

WHEREAS, the City Council wishes to provide changes to the City's Management Groupunrepresented unitwhich are the same or similar to those changes provided in wages, hours and other terms and conditions of employment with represented non-safety employees from AFSCME; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council amends the Management Group Salary and Benefits Schedule and adopts the revised schedule (Exhibit C).

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on 6th day of August 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amend the Senior Executive)
Team Salary and Benefits) RESOLUTION NO. 18-
Schedule)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg has met and conferred in good faith with the AFSCME collective bargaining unit for a memorandum of understanding for wages, hours, and other terms and conditions of employment; and

WHEREAS, the City Council wishes to provide changes to the City's Senior Executive Team unrepresented unitwhich are the same or similar to those changes provided in wages, hours and other terms and conditions of employment with represented non-safety employees from AFSCME; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council amends the Senior Executive Team Salary and Benefits Schedule and adopts the revised schedule (Exhibit B).

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on 6th day of August 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

City of Pittsburg
Management Group Salary & Benefits Schedule
Effective ~~March 19~~July 1, 2018

1. POSITIONS COVERED

This Booklet includes a summary of benefits for all classifications designated as the Management Group. All covered positions are at-will appointments, serving at the pleasure of the City Manager.

Positions included in this group are listed in Appendix A.

Whenever there exists a conflict between this document and an employment contract, if any, then said employment contract shall prevail.

2. SALARIES

Salary ranges for covered positions shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

In accordance with Personnel Rule 12.1, Salary Plan, no person may be paid less than the minimum, nor more than the maximum of the salary range for the class in which employed. Further, because the Management Group has a salary range, and not salary steps, no person's salary automatically changes when the salary range changes. Advance within a salary range is based on performance and requires the approval of the City Manager.

2.1 Winter Closure

Beginning July 5, 2015, the City shall implement 40.00 hours of an unpaid winter closure in each fiscal year. This shall be accomplished by a mandatory wage reduction of one point nine two five percent (1.925%). The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year, and shall consist of forty (40) hours of time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo.

To accomplish a one point nine two five percent (1.925%) reduction in pay, bargaining unit members will have their salaries reduced by 1.54 hours per pay period beginning July 5, 2015. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 1.54 times the hourly rate of pay in effect at the time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

If a non-exempt employee is called in to work on an unplanned or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time).

3. BENEFITS

3.1 Medical

The City will provide a medical insurance plan through Kaiser Permanente, and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan. ~~Additionally, the City will explore providing multiple co-pay options.~~

City's contribution toward ~~Kaiser Permanente~~medical insurance

~~For employees and family members participating in Kaiser Permanente, the City contributes one hundred percent (100%) of the medical insurance premium of the Kaiser Permanente plan for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family).~~

~~Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Kaiser Permanente medical insurance shall be set at:~~

~~Employee only (single)~~	~~$708.91 per month~~
~~Employee plus one (dual)~~	~~$1,417.87 per month~~
~~Employee plus two or more (family)~~	~~$2,006.32 per month~~

~~Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at:~~

~~Employee only (single)~~	~~$751.44 per month~~
~~Employee plus one (dual)~~	~~$1,502.94 per month~~
~~Employee plus two or more (family)~~	~~$2,126.70 per month~~

~~Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at ninety-nine-percent (99%) of the actual premium costs. Employees will be responsible for one-percent (1%) of actual premium costs for the Kaiser Plan.~~

Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at one hundred percent (100%) of the actual premium costs.

Effective January 1, 2019, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

~~City's contribution toward Non-Kaiser HMO Plan Option~~
~~In so long as the City maintains the ability to provide a Non-Kaiser HMO Plan option, the City shall provide:~~

~~Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$791.27 per month~~
~~Employee plus one (dual)~~	~~$1,582.51 per month~~
~~Employee plus two or more (family)~~	~~$2,239.27 per month~~

~~Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$838.75 per month~~
~~Employee plus one (dual)~~	~~$1,677.46 per month~~
~~Employee plus two or more (family)~~	~~$2,373.63 per month~~

~~Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$893.26 per month~~
~~Employee plus one (dual)~~	~~$1,786.50 per month~~
~~Employee plus two or more (family)~~	~~$2,527.91 per month~~

Effective January 1, 2018 through December 31, 2018, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:

Employee only (single)	$955.79 per month
Employee plus one (dual)	$1,911.55 per month
Employee plus two or more (family)	$2,704.87 per month

City's contribution toward regular part-time employees
Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck. The City's contribution rate will be the above rate regardless of which of the City's group health plans (Kaiser or Non-Kaiser HMO Plan) employees and their dependents participate in.

3.1(a) Exclusions
Health benefits provided to the Chief of Police shall be consistent with the Chief of Police's contract.

3.2 Retiree Medical – hired before January 1, 2012

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or

2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.

4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.

6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65^{th}) birthday. In the event the retiree passed away before his/her sixty-fifth (65^{th}) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65^{th}) birthday.

7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:

    a. Retirees who do not retire directly from City service; or

b. Retirees and their spouses who are included in the Pittsburg Municipal Employees Retirement System of 1948; or

c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

d. Retirees who fail to comply with any requirements as described in ‘verifications”; or

e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute $75 per month. Participation in the plan is required by the employee;

3.3 Dental

The City contributes one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents.

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck.

3.4 Medical and/or Dental Alternative

An employee eligible for the City’s sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred ($200) for single coverage, three-hundred ($300) for dual coverage or five-hundred dollars ($500) for family coverage.

An employee eligible for the City’s sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars ($25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

3.5 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of $100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to $100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of $200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

3.6 Life Insurance

The City provides, at its expense, a Life Insurance/Accidental Death & Dismemberment policy for each employee at the coverage amount of 1&1/2 times their annual salary to a maximum benefit of two hundred fifty thousand dollars ($250,000).

3.7 Long-Term Disability

The City provides, at its expense, long-term disability benefits for covered positions. This plan provides a benefit of 60% of the monthly salary to a maximum salary of fifteen thousand dollars ($15,000) a month to a maximum benefit of nine thousand dollars ($9,000) a month, after a one hundred eighty (180) day waiting period.

3.8 Deferred Compensation

Effective ~~October 7, 2007~~September 9, 2018 the City will make a "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred dollars and zero cents ($125~~00~~.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of sixty-two~~fifty~~ dollars and fifty~~zero~~ cents ($~~750.00~~62.50) per month.

3.9 Retirement

All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

a. One Year Final Compensation (Section 20042)
b. Annual Cost-of-Living Increase at 3% (Section 21335)
c. Military Service Credit as Public Service (Section 21024)
d. Credit for Unused Sick Leave (Section 20965)
e. EPMC as Additional Compensation (Section 20691)

B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:

a.~~)~~ Military Service Credit as Public Service (Section 21024)
b.~~)~~ Credit for Unused Sick Leave (Section 20965)
c.~~)~~ EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (8~~7~~%) employee share.

C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all employees within the unit will contribute an additional 1% of salary towards pension costs for a total of 8%.

Effective July 1, 2018, all classic employee within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 8.5%.

Effective July 14, 2019 all classic employees within the ~~union~~unit ~~will~~shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 9%.

3.10 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

3.11 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of 100% of tuition charges, fees, the cost of textbooks and supplies or twenty four hundred dollars ($2400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse 50% of the direct cost of tuition, books, and supplies, or three hundred dollars ($300), whichever is lower, annually for approved direct costs between $2400 and $3000.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C", or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual departmental budget.

3.12 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

3.13 Professional Association Dues

The City pays for membership dues in applicable professional associations, subject to approval of the City Manager.

3.14 Service Awards

Effective July 1, 2018, the City shall discontinue issuing service awards and implement the Service Achievement Incentive Plan outlined in Section 4.2 Vacation Accrual & Usage. Upon implementation, employees eligible for service award pay between January 1, 2018 and June 30, 2018, shall receive a bank of reserve vacation hours in accordance with the provisions of the Service Achievement Incentive Plan, in lieu of receiving the pay associated with the service award in this section.

A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:

Years of City Service	Service Award Amount
10 years	$200
15 years	$300
20 years	$400
25 years	$500
30 years	$600
35 years	$700
40 years	$800
45 years	$900

4. LEAVES

4.1 Administrative Leave

Exempt employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1st such that the January 1st balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the City Manager.

4.2 Vacation Accrual & Usage

4.2.1 Accruals:

The vacation accrual rate shall be:

Years of Pittsburg Regular Service	Accrual Rate
0-5 Years	Accrue 3.08 hours per pay period (10 days)
6-10 Years	Accrue 4.62 hours per pay period (15 days)
11 Years	Accrue 4.92 hours per pay period (16 days)
12 Years	Accrue 5.23 hours per pay period (17 days)
13 Years	Accrue 5.54 hours per pay period (18 days)
14 Years	Accrue 5.85 hours per pay period (19 days)
15-19 Years	Accrue 6.15 hours per pay period (20 days)
20 and more years	Accrue 7.69 hours per pay period (25 days)

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified regular full-time employee.

A. Service Achievement Incentive Plan - The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive 40 hours of vacation to be added to the employee's reserve vacation bank.

2. At the completion of 10 years of service, the employee shall receive 50 hours of vacation to be added to the employee's reserve vacation bank.

3. At the completion of 15 years of service, the employee shall receive 60 hours of vacation to be added to the employee's reserve vacation bank.

4. At the completion of 20 years of service, the employee shall receive 70 hours of vacation to be added to the employee's reserve vacation bank.

5. At the completion of 25 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

6. At the completion of 30 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

7. At the completion of 35 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of 40 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:

    a) Employees with at least 5 years, but less than 10 years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 20 hours.

b) Employees with 10 years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 40 hours.

10. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. Employees may utilize the reserve vacation bank accrued hours in accordance with section 4.2.2~~8.4~~ - Use of Vacation.

4.2.2 **Use of Vacation:**

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Maximum Accumulation: The maximum accrual allowed is two times annual accrual to a maximum of 380 hours**.** Accruals will be monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.

2. Double Compensation Prohibited**:** Employees shall not work for the City during their vacation.

4.2.3 **Minimum Use:**

Employees must use a minimum of 40 hours of vacation per year. Any exception to this rule must be approved by the City Manager to be eligible for vacation buyback.

4.2.4 **Vacation Buyback:**

Employees may receive vacation pay in lieu of paid time-off. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees are only eligible for one such approval in a 12 month period and only one buyback per fiscal year. Each vacation buyback shall be limited to a maximum of 80 hours and will be at the employee’s regular rate of pay. Vacation hours bought back shall be paid at the employee’s normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the 80 hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be $160,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to $160,000 employee will receive, upon the City Manager’s approval, payment as noted above. If the total dollar value of the requests exceeds $160,000, request hours will be pro-rated and employees paid accordingly. (Payment shall be made with the first paycheck of December.) Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

4.2.5 <u>Holidays Falling During Vacations:</u>
When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

4.3 Sick Leave Accrual & Usage

4.3.1 <u>Definitions:</u>
"Sick leave" shall apply only to instances wherein an employee, because of sickness or injury, is unable to perform their regular duties.

4.3.2 <u>Limitations:</u>
Sick leave with pay shall be granted to all employees as provided for below. Sick leave may be used for sickness or injury arising out of an employee's work for the City, as well as for sickness or injuries which are not work connected. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness, disability; provided, however, that any employee who engages in any gainful business or employment while on sick leave shall be subject to dismissal. Provided further, that sick leave may not be used if the sickness or injury results from an employee's outside employment.

4.3.3 <u>Accruals:</u>
Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

4.3.4 <u>Unused Sick Leave:</u>
Unused sick leave may be accumulated. There are no maximum accrual limits for sick leave. No payment shall be made for accumulated sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to service credit.

4.3.5 <u>Sick Leave Incentive:</u>
Employees who use no sick leave in any payroll year quarter shall have four (4) hours credited towards vacation with a maximum accrual during any one (1) year to be sixteen (16) hours.

4.3(f) Verifications:
Sick leave for consecutive periods of time exceeding three working days will be allowed only upon presentation to the employee's supervisor of a certificate from a licensed physician stating the nature of the illness and acknowledging the employee's inability to work for the period involved.

Notwithstanding the above language, an employee who has been on sick leave for less than three working days may be required to present medical verification of their sickness in the event that the supervisor demonstrates that the employee has a demonstrated pattern of possible sick leave abuse, which includes the use of numerous sick days in conjunction with days off, or establishes that the employee has used a disproportionate number of sick days in comparison to other similarly situated employees, and said illnesses/injuries do not appear to be job-related.

4.3(g) Notifications:
Employees must notify their supervisor prior to the beginning of any working shift at which they will not report for work and for which they desire to use sick leave.

4.3(h) Compensation:
Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3(i) Unearned Sick Leave:
Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of 32 hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

All employees shall be entitled to the following paid holidays each year:

1. January 1st – New Year's Day
2. Third Monday in January – Martin Luther King
3. February 12th – Lincoln's Day
4. Third Monday in February – Washington's Day
5. March 31st – Cesar Chavez Day
6. Last Monday in May – Memorial Day
7. July 4th – Independence Day
8. First Monday in September – Labor Day
9. Second Monday in October – Columbus Day
10. November 11th – Veteran's Day
11. Fourth Thursday in November – Thanksgiving Day

12. Day Following Thanksgiving – Friday following Thanksgiving
13. December 25th – Christmas Day
14. Sixteen (16) hours of floating holiday.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6(a) Definitions:

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition of an employee or an employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
   The term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

2. Leave to be donated – Vacation or sick leave.

4.6(b) Eligibility:

1. Donors
   a. Only regular employees are eligible to donate accrued vacation or sick leave.
   b. Donating employees may not reduce their balance of earned vacation or sick leave below forty (40) hours by reason of such donation.

2. Recipients
   a. Only regular employees may participate in the Catastrophic Leave program.
   b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
   c. All accumulated time, sick leave, vacation time and administrative leave must have been exhausted.
   d. A request for a leave of absence without pay for medical reasons has been submitted and approved.
   e. Request for participation in the program shall be made on an Application for Catastrophic Leave Program form (available in Human Resources).

4.6(c) <u>Procedures:</u>

1. Donations must be a minimum of one day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.
4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to Human Resources.
7. Employees are eligible for this benefit only once during their employment with the City.
8. Employees must have accumulated a minimum of 120 hours of sick leave or 80 hours of vacation time before a donation can be made.

4.7 Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. For non-safety employees, over and above the Workers' Compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employees' 60^{th} calendar day of work loss. After the 60^{th} calendar day, benefits shall be paid pursuant to the statutes of the State of California.

4.9 Leave without Pay

Employees may receive authorization for an unpaid leave of absence for up to six (6) months, with the approval of the City Manager.

5. STANDARD HOURS OF WORK & OVERTIME

The City has determined that all classifications within this unit are exempt and are therefore not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, FLSA.

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime pay for members within this unit who are customarily not entitled thereto. The City's standard work week is forty (40) hours.

Appendix A.

A. FY 201~~5-16~~ 18/19 monthly full-time salary ranges are:

Effective July 1, 2018

Position	Minimum	Maximum
Assistant Director of Finance	10,439	12,687
Assistant Director of Economic Dev. and Recreation	10,439	12,687
City Engineer	11,176	13,583
Director of Recreation and Maintenance Services	11,176	13,583
Director of Water Utilities	12,792	15,547
Executive Assistant	5,871	7,136
Human Resources Manager	10,027	12,187
Power Company Manager	11,176	13,583

Effective July 14, 2019

Position	Minimum	Maximum
Assistant Director of Finance	10,700	13,004
Assistant Director of Economic Dev. and Recreation	10,700	13,004
City Engineer	11,455	13,923
Director of Recreation and Maintenance Services	11,455	13,923
Director of Water Utilities	13,112	15,936
Executive Assistant	6,018	7,314
Human Resources Manager	10,278	12,492
Power Company Manager	11,455	13,923

~~A.~~

~~Position~~	~~Minimum~~	~~Maximum~~
~~Assistant Director of Finance~~	~~9,415~~	~~11,444~~
~~Assistant to City Manager~~	~~9,044~~	~~10,993~~
~~City Engineer~~	~~11,538~~	~~14,024~~
~~Director of Finance~~	~~11,094~~	~~14,024~~
~~Director of Recreation and Maintenance Services~~	~~10,081~~	~~12,252~~
~~Director of Water Utilities~~	~~11,538~~	~~14,024~~
~~Executive Assistant~~	~~5,296~~	~~6,437~~
~~Human Resources Manager~~	~~9,044~~	~~10,993~~
~~Power Company Manager~~	~~10,081~~	~~12,252~~

~~Effective July 3, 2016:~~

~~Position~~	~~Minimum~~	~~Maximum~~
~~Assistant Director of Finance~~	~~9792~~	~~11902~~
~~Assistant to City Manager~~	~~9406~~	~~11433~~
~~City Engineer~~	~~12000~~	~~14585~~
~~Director of Finance~~	~~11538~~	~~14585~~
~~Director of Recreation and Maintenance Services~~	~~10484~~	~~12742~~

~~Director of Water Utilities~~	~~12000~~	~~14585~~
~~Executive Assistant~~	~~5508~~	~~6694~~
~~Human Resources Manager~~	~~9406~~	~~11433~~
~~Power Company Manager~~	~~10484~~	~~12742~~

~~**Effective December 19, 2016:**~~

~~Director of Human Resources~~	~~11538~~	~~14585~~

~~**Effective July 2, 2017:**~~

~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~Assistant Director of Finance~~	~~10184~~	~~12378~~
~~Assistant Director of Economic Dev. and Recreation~~	~~10184~~	~~12378~~
~~City Engineer~~	~~12480~~	~~15168~~
~~Director of Recreation and Maintenance Services~~	~~10903~~	~~13252~~
~~Director of Water Utilities~~	~~12480~~	~~15168~~
~~Executive Assistant~~	~~5728~~	~~6962~~
~~Human Resources Manager~~	~~9782~~	~~11890~~
~~Power Company Manager~~	~~10903~~	~~13252~~

~~**Effective March 19, 2018:**~~

~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~City Engineer~~	~~10903~~	~~13252~~

B. ~~W~~Whenever an individual is employed in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive a pro-rata equivalent of the stated monthly salary.

C. Off Salary Range One-Time-Only Payment

A. Should the City realize up to four hundred and fifty thousand dollars ($450,000) in non-budgeted one-time general fund revenue between July 1, 2018 and June 30, 2020, the City shall pay each bargaining unit member up to two thousand dollars ($2,000) following the receipt of the one-time funds. If amounts less than the full four hundred and fifty thousand dollars ($450,000) are received, proportionate payments will be made to employees based upon the funds received. Proportionate payments will occur on the following quarter basis or as soon as possible.

~~B.~~

City of Pittsburg
Senior Executive Team Salary & Benefits Schedule
Effective ~~January 16~~July 1, 2018

1. POSITIONS COVERED

This Booklet includes a summary of benefits for all classifications designated as the City Senior Executive Team. All covered positions are at-will appointments, serving at the pleasure of the City Manager.

Whenever there exists a conflict between this document and an employment contract, if any, then said employment contract shall prevail.

Positions within this unit include:

Assistant City Manager
City Attorney[1]
Chief of Police
Director of Community Development
Director of Community Services
Director of Finance
Director of Human Resources
Director of Public Works
Director of Records and Council Services

2. SALARIES

Salary ranges for covered positions shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

In accordance with Personnel Rule 12.1, Salary Plan, no person may be paid less than the minimum, nor more than the maximum of the salary range for the class in which employed. Further, because the Senior Executive Team has a salary range, and not salary steps, no person's salary automatically changes when the salary range changes. Advancement within a salary range is based on performance and requires the approval of the City Manager.

2.1 Winter Closure

Beginning July 5, 2015, the City shall implement a winter closure in each fiscal year. The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year, and shall consist of forty (40) hours of time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo. All positions within this unit, with the exception of the Chief of Police, will be required to use vacation, vacation reserve, or administrative leave banks to supplement their pay during the Winter Closure.

With the exception of the Chief of Police, an employee who is called in to work on an unplanned or emergency basis during his or her scheduled winter closure time shall be paid straight-time pay for any work performed.

[1] Excluded from Senior Executive Team salary ~~increases provided to Senior Executive Team~~ranges. Appointed and serves at the pleasure of the City Council.

3. BENEFITS

3.1 Medical

The City will provide a medical insurance plan through Kaiser Permanente, and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan. ~~Additionally, the City will explore providing multiple co-pay options.~~

City's contribution toward medical insurance ~~Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Kaiser Permanente medical insurance shall be set at:~~

~~Employee only (single)~~	~~$708.91 per month~~
~~Employee plus one (dual)~~	~~$1,417.87 per month~~
~~Employee plus two or more (family)~~	~~$2,006.32 per month~~

~~Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at:~~

~~Employee only (single)~~	~~$751.44 per month~~
~~Employee plus one (dual)~~	~~$1,502.94 per month~~
~~Employee plus two or more (family)~~	~~$2,126.70 per month~~

~~Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at ninety-nine-percent (99%) of the actual premium costs. Employees will be responsible for one-percent (1%) of actual premium costs for the Kaiser Plan.~~

Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at one hundred percent (100%) of the actual premium costs.

Effective January 1, 2019, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

~~City's contribution toward Non-Kaiser HMO Plan Option~~
~~In so long as the City maintains the ability to provide a Non-Kaiser HMO Plan option, the City shall provide:~~

~~Effective January 1, 2015 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$791.27 per month~~
~~Employee plus one (dual)~~	~~$1,582.51 per month~~
~~Employee plus two or more (family)~~	~~$2,239.27 per month~~

~~Effective January 1, 2016 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$838.75 per month~~
~~Employee plus one (dual)~~	~~$1,677.46 per month~~
~~Employee plus two or more (family)~~	~~$2,373.63 per month~~

~~Effective January 1, 2017 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~$893.26 per month~~
~~Employee plus one (dual)~~	~~$1,786.50 per month~~
~~Employee plus two or more (family)~~	~~$2,527.91 per month~~

Effective January 1, 2018 through December 31, 2018, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:

Employee only (single)	$955.79 per month
Employee plus one (dual)	$1,911.55 per month
Employee plus two or more (family)	$2,704.87 per month

City's contribution toward regular part-time employees
Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck. The City's contribution rate will be the above rate regardless of which of the City's group health plans (Kaiser or Non-Kaiser HMO Plan) employees and their dependents participate in.

3.2 Retiree Medical – hired before January 1, 2012

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or

2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.

4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.

6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65^{th}) birthday. In the event the retiree passed away before his/her sixty-fifth (65^{th}) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65^{th}) birthday.

7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:

   a. Retirees who do not retire directly from City service; or

   b. Retirees and their spouses who are included in the Pittsburg Municipal Employees Retirement System of 1948; or

   c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

   d. Retirees who fail to comply with any requirements as described in 'verifications"; or

   e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute $75 per month. Participation in the plan is required by the employee.

3.3 Dental

The City contributes one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents.

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck.

3.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred ($200) for single coverage, three-hundred ($300) for dual coverage or five-hundred dollars ($500) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars ($25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

3.5 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of $100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to $100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of $200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

3.6 Life Insurance

The City provides, at its expense, a Life Insurance/Accidental Death & Dismemberment policy for each employee, including the Chief of Police at the coverage amount of 1&1/2 times their annual salary to a maximum benefit of two hundred fifty thousand dollars ($250,000).

3.7 Long-Term Disability

The City provides, at its expense, long-term disability benefits for covered positions. This plan provides a benefit of 60% of the monthly salary to a maximum salary of fifteen thousand dollars ($15,000) a month to a maximum benefit of nine thousand dollars ($9,000) a month, after a one hundred eighty (180) day waiting period.

3.8 Deferred Compensation

Effective ~~October 7, 2007~~ September 9, 2018 the City will make a "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred twenty-five dollars and zero cents ($125~~00~~.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of sixty-two dollars and fifty cents ($62.50)~~fifty dollars and zero cents ($50.00)~~ per month.

3.9 Retirement

All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

a. One Year Final Compensation (Section 20042)
b. Annual Cost-of-Living Increase at 3% (Section 21335)
c. Military Service Credit as Public Service (Section 21024)

d. Credit for Unused Sick Leave (Section 20965)
e. EPMC as Additional Compensation (Section 20691)

B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:

a) Military Service Credit as Public Service (Section 21024)
b) Credit for Unused Sick Leave (Section 20965)
c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all employees within the unit except for the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 8%.

Effective July 1, 2018, all classic employee within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 8.5%.

Effective July 14, 2019 all classic employees within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 9%.

~~Effective July 1, 2016, the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 10% contribution of salary. Effective July 2, 2017, the Chief of Police will contribute an additional 1% for a total of 11% contribution of salary.~~
Effective July 1, 2018, the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 12% contribution of salary.

Effective July 14, 2019, the Chief of Police will contribute an additional 1% of salary towards pension cost for a total of 13% contribution of salary.

3.10 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

3.11 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of 100% of tuition charges, fees, the cost of textbooks and supplies or twenty-four hundred dollars ($2400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse 50% of the direct cost of tuition, books, and supplies, or three hundred dollars ($300), whichever is lower, annually for approved direct costs between $2400 and $3000.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C", or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual departmental budget.

3.12 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

3.13 Professional Association Dues

The City pays for membership dues in applicable professional associations, subject to approval of the City Manager.

3.14 Service Awards

Effective July 1, 2018, the City shall discontinue issuing service awards and implement the Service Achievement Incentive Plan outlined in Section 4.2 Vacation Accrual & Usage. Upon implementation, employees eligible for service award pay between January 1, 2018 and June 30, 2018, shall receive a bank of reserve vacation hours in accordance with the provisions of the Service Achievement Incentive Plan, in lieu of receiving the pay associated with the service award in this section.

A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:

Years of City Service	Service Award Amount
10 years	$200
15 years	$300
20 years	$400
25 years	$500

30 years	$600
35 years	$700
40 years	$800
45 years	$900

3.15 Exclusions

The Chief of Police receives benefits outlined in Section 3 - Benefits of this Schedule in accordance with the benefits provided to the members of the Police Captain class within the Police Managers Group, unless detailed otherwise herein.

4. LEAVES

4.1 Administrative Leave

Exempt employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1st such that the January 1st balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the City Manager.

4.2 Vacation Accrual & Usage

4.2.1 Accruals

The vacation accrual rate shall be:

Years of Continuous Public Sector Service	Accrual Rate
0-5 Years	Accrue 4.00 hours per pay period (13 days)
6-10 Years	Accrue 5.54 hours per pay period (18 days)
11 Years	Accrue 5.85 hours per pay period (19 days)
12 Years	Accrue 6.15 hours per pay period (20 days)
13 Years	Accrue 6.47 hours per pay period (21 days)
14 Years	Accrue 6.77 hours per pay period (22 days)
15-19 Years	Accrue 7.08 hours per pay period (23 days)
20 and more years	Accrue 8.62 hours per pay period (28 days)

4.2.1.1 The Chief of Police shall accrue vacation in accordance with Section 8.1 – Vacation Accrual of the Police Managers Group MOU.

A. Service Achievement Incentive Plan - The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive 40 hours of vacation to be added to the employee's reserve vacation bank.

2. At the completion of 10 years of service, the employee shall receive 50 hours of vacation to be added to the employee's reserve vacation bank.

3. At the completion of 15 years of service, the employee shall receive 60 hours of vacation to be added to the employee's reserve vacation bank.

4. At the completion of 20 years of service, the employee shall receive 70 hours of vacation to be added to the employee's reserve vacation bank.

5. At the completion of 25 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

6. At the completion of 30 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

7. At the completion of 35 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of 40 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:

   a) Employees with at least 5 years, but less than 10 years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 20 hours.

   b) Employees with 10 years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 40 hours.

10. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. Employees may utilize the reserve vacation bank accrued hours in accordance with section 4.2.2 - Use of Vacation.

4.2.2 Use of Vacation

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Maximum Accumulation: The maximum accrual allowed is two times annual accrual to a maximum of 380 hours**.** Accruals will be

monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.

2. Double Compensation Prohibited**:** Employees shall not work for the City during their vacation.

4.2.3 Minimum Use

Employees must use a minimum of 40 hours of vacation per year. Any exception to this rule must be approved by the City Manager to be eligible for vacation buyback.

4.2.4 Vacation Buyback

Employees may receive vacation pay in lieu of paid time-off. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees are only eligible for one such approval in a 12-month period and only one buyback per fiscal year. Each vacation buyback shall be limited to a maximum of 40 hours and will be at the employee's regular rate of pay. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be $160,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to $160,000 employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds $160,000, request hours will be pro-rated and employees paid accordingly. (Payment shall be made with the first paycheck of December.) Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

4.2.5 Vacation Conversion to 401(a) Contribution

Employees within this bargaining unit will convert an equal dollar amount of vacation towards a contribution to a 401(a) plan. All members of this bargaining unit will be required to contribute an amount equal to eighty (80) hours of vacation for the lowest paid member of the unit. Employees with a higher hourly rate will convert however many hours that equate to the same dollar amount as 80 hours for the lowest paid member.

4.2.6 Holidays Falling During Vacations

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions

“Sick leave” shall apply only to instances wherein an employee, because of sickness or injury, is unable to perform their regular duties.

4.3.2 Limitations

Sick leave with pay shall be granted to all employees as provided for below. Sick leave may be used for sickness or injury arising out of an employee’s work for the City, as well as for sickness or injuries which are not work connected. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness, disability; provided, however, that any employee who engages in any gainful business or employment while on sick leave shall be subject to dismissal. Provided further, that sick leave may not be used if the sickness or injury results from an employee’s outside employment.

4.3.3 Accruals

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

4.3.4 Unused Sick Leave

Unused sick leave may be accumulated. There are no maximum accrual limits for sick leave. No payment shall be made for accumulated sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to service credit.

4.3.5 Sick Leave Incentive

Employees who use no sick leave in any fiscal quarter shall have four (4) hours credited towards vacation with a maximum accrual during any one (1) year to be sixteen (16) hours.

4.3.6 Verifications

Sick leave for consecutive periods of time exceeding three working days will be allowed only upon presentation to the employee's supervisor of a certificate from a licensed physician stating the nature of the illness and acknowledging the employee's inability to work for the period involved.

Notwithstanding the above language, an employee who has been on sick leave for less than three working days may be required to present medical verification of their sickness in the event that the supervisor demonstrates that the employee has a demonstrated pattern of possible sick leave abuse, which includes the use of numerous sick days in conjunction with days off, or establishes that the employee has used a disproportionate number of sick days in comparison to other similarly situated employees, and said illnesses/injuries do not appear to be job-related.

4.3.7 Notifications

Employees must notify their supervisor prior to the beginning of any working shift at which they will not report for work and for which they desire to use sick leave.

4.3.8 Compensation

Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3.9 Unearned Sick Leave

Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of 32 hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

All employees shall be entitled to the following paid holidays each year:

1. January 1st – New Year's Day
2. Third Monday in January – Martin Luther King
3. February 12th – Lincoln's Day
4. Third Monday in February – Washington's Day
5. March 31st – Cesar Chavez Day
6. Last Monday in May – Memorial Day
7. July 4th – Independence Day
8. First Monday in September – Labor Day
9. Second Monday in October – Columbus Day
10. November 11th – Veteran's Day
11. Fourth Thursday in November – Thanksgiving Day
12. Day Following Thanksgiving – Friday following Thanksgiving
13. December 25th – Christmas Day
14. Sixteen (16) hours of floating holiday.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6.1 Definitions

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition of an employee or an employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
   The term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

2. Leave to be donated – Vacation or sick leave.

4.6.2 Eligibility

1. Donors
   a. Only regular employees are eligible to donate accrued vacation or sick leave.
   b. Donating employees may not reduce their balance of earned vacation or sick leave below forty (40) hours by reason of such donation.

2. Recipients
   a. Only regular employees may participate in the Catastrophic Leave program.
   b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
   c. All accumulated time, sick leave, vacation time and administrative leave must have been exhausted.
   d. A request for a leave of absence without pay for medical reasons has been submitted and approved.
   e. Request for participation in the program shall be made on an Application for Catastrophic Leave Program form (available in Human Resources).

4.6.3 Procedures

1. Donations must be a minimum of one day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.
4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to Human Resources.
7. Employees are eligible for this benefit only once during their employment with the City.

8. Employees must have accumulated a minimum of 120 hours of sick leave or 80 hours of vacation time before a donation can be made.

4.7 Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. For non-safety employees, over and above the Workers' Compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employees' 60^{th} calendar day of work loss. After the 60^{th} calendar day, benefits shall be paid pursuant to the statutes of the State of California.

4.9 Leave without Pay

Employees may receive authorization for an unpaid leave of absence for up to six (6) months, with the approval of the City Manager.

5. STANDARD HOURS OF WORK & OVERTIME

The City has determined that all classifications within this unit are exempt and are therefore not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, FLSA.

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime pay for members of this unit who are customarily not entitled thereto. The City's standard work week is forty (40) hours.

Appendix A.

~~A.~~ FY 2018/19 ~~15-16~~ monthly full-time salary ranges are:

Effective July 1, 2018		
Position	**Minimum**	**Maximum**
Assistant City Manager	14,384	18,356
Chief of Police	14,656	18,528
Director of Community Development	12,300	15,547
Director of Community Services	12,300	15,547
Director of Finance	12,300	15,547
Director of Human Resources	12,300	15,547
Director of Public Works	13,292	16,158
Director of Records and Council Services	10,027	12,187
Effective July 14, 2019		
Position	**Minimum**	**Maximum**
Assistant City Manager	14,744	18,815
Chief of Police	15,022	18,991
Director of Community Development	12,608	15,936
Director of Community Services	12,608	15,936
Director of Finance	12,608	15,936
Director of Human Resources	12,608	15,936
Director of Public Works	13,624	16,562
Director of Records and Council Services	10,278	12,492
~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~Assistant City Manager~~	~~12,974~~	~~16,557~~
~~Chief of Police~~	~~13,259~~	~~16,761~~
~~Director of Community Development/City Engineer~~	~~11,538~~	~~15,768~~
~~Director of Records and Council Services~~	~~9,044~~	~~10,993~~

~~B. FY 2016-17 monthly full-time salary ranges are:~~

~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~Assistant City Manager~~	~~13493~~	~~17219~~
~~Chief of Police~~	~~13,789~~	~~17,431~~
~~Director of Community Development/City Engineer~~	~~12000~~	~~16399~~
~~Director of Records and Council Services~~	~~9406~~	~~11433~~

~~C. FY 2017-18 monthly full-time salary ranges are:~~

~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~Assistant City Manager~~	~~14,033~~	~~17,908~~
~~Chief of Police~~	~~14,299~~	~~18,076~~
~~Director of Community Development~~	~~12,000~~	~~15,168~~
~~Director of Community Services~~	~~12,000~~	~~15,168~~
~~Director of Finance~~	~~12,000~~	~~15,168~~

~~Director of Human Resources~~	~~12,000~~	~~15,168~~
~~Director of Public Works~~	~~12,968~~	~~15,764~~
~~Director of Records and Council Services~~	~~9,782~~	~~11,890~~

~~D. FY 2018-19 monthly full-time salary range:~~

~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~Chief of Police~~	~~14,656~~	~~18,528~~

~~E. FY 2019-20 monthly full-time salary range:~~

~~**Position**~~	~~**Minimum**~~	~~**Maximum**~~
~~Chief of Police~~	~~15,022~~	~~18,991~~

A. Whenever an individual is employed in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive a pro-rata equivalent of the stated monthly salary.

B. Off Salary Range One-Time-Only Payment

A. Should the City realize up to four hundred and fifty thousand dollars ($450,000) in non-budgeted one-time general fund revenue between July 1, 2018 and June 30, 2020, the City shall pay each unit member, excluding the Chief of Police, up to two thousand dollars ($2,000) following the receipt of the one-time funds. If amounts less than the full four hundred and fifty thousand dollars ($450,000) are received, proportionate payments will be made to employees based upon the funds received. Proportionate payments will occur on the following quarter basis or as soon as possible.

~~A.~~

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/24/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

To comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

The affirmation of previously approved separate pay schedules as a single master pay schedule has no fiscal impact to the City for preparation or distribution, as the actions already occurred.

RECOMMENDATION

The City Council adopt a resolution creating and affirming the City of Pittsburg's master pay schedule for all employee classifications, so the City is in compliance with the requirements of the California Code of Regulations section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publically available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

•Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
•Identifies the position title for every employee position;
•Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
•Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
•Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
•Indicates an effective date and date of any revisions;
•Is retained by the employer and available for public inspection for not less than five years; and
•Does not reference another document in lieu of disclosing the pay rate.

Currently, the City attaches salary schedule information by represented bargaining group to the memorandum of understanding (MOU) governing each bargaining group, and for unrepresented employees includes such salary information in compensation plans approved by City Council. Following City Council approval of these various salary schedules, the approved schedules are incorporated into one master salary schedule. However, this master salary schedule has customarily not been approved by Council as a single document, even though it contains the collective salary information derived from individual MOUs which have been approved by Council. As such, the recommendation to list compensation levels for all positions on one document duly approved and adopted by the Council has not been satisfied consistent with CalPERS' interpretation of California Government Code of Regulations section 570.5.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS: Resolution, Salary Schedule Effective 7/1/18

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Affirming Previously Adopted Employee Pay)
And Listing all Employee Compensation Levels) Resolution No. 18-
On a Publicly Available Master Pay Schedule)

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City now desires to affirm previously approved compensationlevels for all bargaining groups and all compensation plans of the City of Pittsburgin one publicly available master pay schedule;

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution affirming previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the6th day of August 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

____
Dwaine “Pete” Longmire, Mayor

____
Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Account Clerk (Part 1 of 2)	109	07/02/17	3,542	3,719	3,905	4,100	4,305			AFSCME
*Maximum with incentives									4,355	
Account Clerk (Part 2 of 2)	170	07/02/17	4,100	4,305	4,520	4,746	4,983			AFSCME
*Maximum with incentives									5,033	
Accountant I	350	07/02/17	5,370	5,639	5,921	6,217	6,528			MPC
*Maximum with incentives									6,578	
Accountant II	500	07/02/17	6,011	6,312	6,628	6,959	7,307			MPC
*Maximum with incentives									7,357	
Accounting Technician	220	07/02/17	4,744	4,981	5,230	5,492	5,767			AFSCME/MPC
*Maximum with incentives									5,817	
Administrative Analyst I	390	07/02/17	5,549	5,826	6,117	6,423	6,744			MPC
*Maximum with incentives									6,794	
Administrative Analyst II	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Administrative Assistant (Part 1 of 2)	100	07/02/17	3,534	3,711	3,897	4,092	4,297			AFSCME
*Maximum with incentives									4,347	
Administrative Assistant (Part 2 of 2)	160	07/02/17	4,092	4,297	4,512	4,738	4,975			AFSCME/MPC
*Maximum with incentives									5,025	
Administrative Officer	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
*Maximum with incentives									10,628	
Administrative Specialist	290	07/02/17	5,070	5,324	5,590	5,870	6,164			MPC
*Maximum with incentives									6,214	
Assistant City Engineer	920	03/19/18	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Assistant City Manager	950	07/02/17	14,033				17,908			Sr. Exec Team
Assistant Director of Economic Development and Recreation	887	07/02/17	10,184				12,378			Mgmt Group
Assistant Director of Finance	887	07/02/17	10,184				12,378			Mgmt Group
Assistant Director of Public Works	895	07/02/17	10,662	11,195	11,755	12,343	12,960			MPC
*Maximum with incentives									13,010	
Assistant Planner	450	07/02/17	5,916	6,212	6,523	6,849	7,191			MPC
*Maximum with incentives									7,601	
Assistant to the City Manager	835	07/02/17	9,782				11,890			Mgmt Group
Associate Planner	740	07/02/17	6,849	7,191	7,551	7,929	8,325			MPC
*Maximum with incentives									8,791	
Building Inspection Supervisor	810	03/19/18	8,338	8,755	9,193	9,653	10,136			MPC
*Maximum with incentives									10,693	
Business Development Manager	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
*Maximum with incentives									10,628	
Business License Coordinator	315	07/02/17	5,238	5,500	5,775	6,064	6,367			AFSCME
*Maximum with incentives									6,417	
Chief Building Official	895	07/02/17	10,662	11,195	11,755	12,343	12,960			MPC
Chief of Police	955	07/01/18	14,656				18,528			Sr. Exec Team
*Maximum with incentives									22,512	
City Attorney	943	07/01/18					15,417			Contract
City Clerk							470			Elected Official
City Council							500			Elected Official

***Please see Benefit Matrix for education incentives, holiday pay and shift differential.** Council Approved on: **8/6/2018**

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
City Council -- member of a different governing board										
if serving on Tri Delta Transit		$100 per meeting		visit www.TriDeltaTransit.com						
if serving on Delta Diablo Sanitation District		$209 per meeting			visit ddsd.org					
City Engineer	935	3/19/2018	10,903				13,252			Mgmt Group
City Manager	960	7/1/2018					22,017			Contract
City Treasurer							470			Elected Official
Civil Engineer I	510	07/02/17	6,185	6,494	6,819	7,160	7,518			MPC
*Maximum with incentives									7,944	
Civil Engineer II	780	07/02/17	7,161	7,519	7,895	8,290	8,705			MPC
*Maximum with incentives									9,190	
Combination Building Inspector	520	07/02/17	6,211	6,522	6,848	7,190	7,549			AFSCME
*Maximum with incentives									7,599	
Community Outreach Coordinator	315	09/18/17	5,238	5,500	5,775	6,064	6,367			AFSCME
*Maximum with incentives									6,417	
Community Relations Manager	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Community Services Specialist	258	07/02/17	4,937	5,184	5,443	5,715	6,001			AFSCME
*Maximum with incentives									6,051	
Compliance Principal	830	07/02/17	7,868	8,261	8,674	9,108	9,563			MPC
*Maximum with incentives									10,091	
Contract Analyst	390	07/02/17	5,549	5,826	6,117	6,423	6,744			MPC
*Maximum with incentives									6,794	
Crime Analyst	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Customer Service Representative	95	07/02/17	3,211	3,372	3,541	3,718	3,904			AFSCME
*Maximum with incentives									3,954	
Deputy City Clerk	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Development Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Director of Community Development	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Community Services	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Finance	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Human Resources	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Public Works	945	07/02/17	12,968				15,764			Sr. Exec Team
Director of Records and Council Services	835	07/02/17	9,782				11,890			Sr. Exec Team
Director of Recreation and Maintenance Services	920	07/02/17	10,903				13,252			Mgmt Group
Director of Water Utilities	935	07/02/17	12,480				15,168			Mgmt Group
Electrician	420	07/02/17	5,725	6,011	6,312	6,628	6,959			Teamsters
*Maximum with incentives									7,516	
Electrician Apprentice	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
*Maximum with incentives									5,836	
Engineering Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
*Maximum with incentives									9,089	
Engineering Technician I	310	07/02/17	5,185	5,444	5,716	6,002	6,302			AFSCME
*Maximum with incentives									6,352	

***Please see Benefit Matrix for education incentives, holiday pay and shift differential.** Council Approved on: **8/6/2018**

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Engineering Technician II	460	07/02/17	6,004	6,304	6,619	6,950	7,297			AFSCME
*Maximum with incentives									7,347	
Environmental Affairs Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Environmental Health Specialist	470	07/02/17	5,946	6,243	6,555	6,883	7,227			AFSCME
*Maximum with incentives									7,277	
Equipment Mechanic	270	07/02/17	5,057	5,310	5,576	5,855	6,148			Teamsters
*Maximum with incentives									6,640	
Equipment Shop Supervisor	530	07/02/17	6,287	6,601	6,931	7,278	7,642			MPC
*Maximum with incentives									7,692	
Executive Assistant	400	07/02/17	5,728				6,962			Mgmt Group
Executive Secretary to the Chief of Police	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Finance Division Manager	855	07/02/17	8,557	8,985	9,434	9,906	10,401			MPC
*Maximum with incentives									10,451	
Financial Analyst	580	07/02/17	6,746	7,083	7,437	7,809	8,199			MPC
*Maximum with incentives									8,249	
GIS Coordinator	760	07/02/17	6,979	7,328	7,694	8,079	8,483			MPC
*Maximum with incentives									8,533	
Harbormaster	830	07/02/17	7,868	8,261	8,674	9,108	9,563			MPC
*Maximum with incentives									9,613	
Housing Inspector	315	07/02/17	5,238	5,500	5,775	6,064	6,367			AFSCME
*Maximum with incentives									6,417	
Housing Manager	855	07/02/17	8,557	8,985	9,434	9,906	10,401			MPC
*Maximum with incentives									10,451	
Housing Specialist	210	07/02/17	4,665	4,898	5,143	5,400	5,670			AFSCME
*Maximum with incentives									5,720	
Human Resources Analyst	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
*Maximum with incentives									7,859	
Human Resources Manager	890	07/02/17	9,782				11,890			Mgmt Group
Human Resources Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Lead Community Services Specialist	415	02/20/18	5,715	6,001	6,301	6,616	6,947			AFSCME
*Maximum with incentives									6,997	
Lead Marina Services Worker	320	07/02/17	5,293	5,558	5,836	6,128	6,434			Teamsters
*Maximum with incentives									6,756	
Lead Police Records Clerk	255	07/02/17	4,976	5,225	5,486	5,760	6,048			AFSCME
*Maximum with incentives									6,098	
Lead Public Works Superintendent	885	03/19/18	10,176	10,685	11,219	11,780	12,369			MPC
*Maximum with incentives									12,419	
Maintenance Assistant	95	07/02/17	3,211	3,372	3,541	3,718	3,904			Teamsters
*Maximum with incentives									4,099	
Maintenance Lead Worker - Env. Services/Fac. Util.	320	07/02/17	5,293	5,558	5,836	6,128	6,434			Teamsters
*Maximum with incentives				**Maximum incentive of 8% MLW -Fac/Util & 5% MLW-Env. Services**					6,949	
Maintenance Worker I - Env. Services/Fac. Util.	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
*Maximum with incentives				**Maximum incentive of 8% MWII -Fac/Util & 5% MWII-Env. Services**					5,186	

***Please see Benefit Matrix for education incentives, holiday pay and shift differential.** Council Approved on: **8/6/2018**

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Maintenance Worker II - Env. Services/Fac. Util.	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
*Maximum with incentives									6,003	
Marina Maintenance Worker	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
*Maximum with incentives									5,042	
Office Assistant	95	07/02/17	3,211	3,372	3,541	3,718	3,904			AFSCME
*Maximum with incentives									3,954	
Payroll Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
*Maximum with incentives									6,522	
Permit Technician	260	07/02/17	5,003	5,253	5,516	5,792	6,082			AFSCME
*Maximum with incentives									6,132	
Pest Control Specialist	470	07/02/17	5,946	6,243	6,555	6,883	7,227			Teamsters
*Maximum with incentives									7,588	
Planning Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Planning Technician	260	07/02/17	5,003	5,253	5,516	5,792	6,082			AFSCME
Police Captain	650	07/01/18	12,419	13,040	13,692	14,377	15,096	15,850		PMG
*Maximum with incentives and holiday pay									20,050	
Police Evidence Technician	260	02/20/18	5,003	5,253	5,516	5,792	6,082			AFSCME
*Maximum with incentives									6,132	
Police Lieutenant	640	07/01/18	10,827	11,368	11,937	12,533	13,160	13,818		PMG
*Maximum with incentives and holiday pay									17,480	
Police Officer	600	07/01/18	5,906	6,201	6,511	6,837	7,178	7,537	7,914	POA
Police Officer (Continuation of Steps)	600	07/01/18						8,310 (H)	8,725 (I)	POA
*Maximum with incentives, holiday pay and grave shift differential									12,782	
Police Records Clerk (Part 1 of 2)	110	07/02/17	3,712	3,898	4,093	4,298	4,513			AFSCME
									4,563	
Police Records Clerk (Part 2 of 2)	180	07/02/17	4,297	4,512	4,738	4,975	5,224			AFSCME
									5,274	
Police Records Supervisor	540	07/02/17	6,276	6,590	6,920	7,266	7,629			MPC
									7,679	
Police Sergeant	625	07/01/18	8,389	8,809	9,249	9,711	10,197	10,707		POA
*Maximum with incentives, holiday pay and grave shift differential									15,686	
Police Services Administrator	830	02/20/18	7,868	8,261	8,674	9,108	9,563			MPC
*Maximum with incentives									9,613	
Power Company Manager	920	07/02/17	10,903				13,252			Mgmt Group
*Maximum with incentives									13,252	
Property and Evidence Coordinator	410	07/02/17	5,713	5,999	6,299	6,614	6,945			AFSCME
*Maximum with incentives									6,995	
Public Works Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
*Maximum with incentives									11,941	
Public Works Superintendent	880	07/02/17	8,790	9,230	9,691	10,176	10,685			MPC
*Maximum with incentives									10,735	
Public Works Supervisor	530	07/02/17	6,287	6,601	6,931	7,278	7,642			MPC
*Maximum with incentives									7,692	
Purchasing Analyst	720	07/02/17	6,702	7,037	7,389	7,758	8,146			MPC
*Maximum with incentives									8,196	

***Please see Benefit Matrix for education incentives, holiday pay and shift differential.**

Council Approved on: **8/6/2018**

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Records Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			AFSCME
*Maximum with incentives									6,522	
Recreation Coordinator	230	07/02/17	4,814	5,055	5,308	5,573	5,852			AFSCME
*Maximum with incentives									5,902	
Recreation Supervisor	550	07/02/17	6,289	6,603	6,933	7,280	7,644			MPC
*Maximum with incentives									7,694	
Redevelopment Project Manager	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
*Maximum with incentives									9,089	
Senior Administrative Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
*Maximum with incentives									9,089	
Senior Civil Engineer	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
*Maximum with incentives									10,628	
Senior Combination Building Inspector	760	07/02/17	6,979	7,328	7,694	8,079	8,483			MPC
*Maximum with incentives									8,533	
Senior Financial Analyst	790	07/02/17	7,810	8,200	8,610	9,040	9,492			MPC
*Maximum with incentives									9,542	
Senior Human Resources Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
*Maximum with incentives									9,089	
Senior Planner	840	07/02/17	7,930	8,326	8,742	9,179	9,638			MPC
*Maximum with incentives									10,170	
Senior Redevelopment Project Manager	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
*Maximum with incentives									10,628	
Sweeper Operator	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
*Maximum with incentives									5,042	
Utility Billing Supervisor	540	07/02/17	6,276	6,590	6,920	7,266	7,629			MPC
*Maximum with incentives									7,679	
Utility Lineworker	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
*Maximum with incentives									5,836	
Utility Supervisor	810	07/02/17	8,338	8,755	9,193	9,653	10,136			MPC
*Maximum with incentives									10,186	
Utility Technician I	705	07/02/17	6,470	6,794	7,134	7,491	7,866			Teamsters
*Maximum with incentives									8,259	
Utility Technician II	805	07/02/17	7,344	7,711	8,097	8,502	8,927			Teamsters
*Maximum with incentives									9,373	
Water Instrument/Maintenance Technician I	480	07/02/17	6,705	7,040	7,392	7,762	8,150			Teamsters
*Maximum with incentives									8,558	
Water Instrument/Maintenance Technician II	750	07/02/17	7,762	8,150	8,557	8,985	9,434			Teamsters
*Maximum with incentives									9,906	
Water Maintenance Mechanic I	480	07/02/17	6,705	7,040	7,392	7,762	8,150			Teamsters
*Maximum with incentives									8,558	
Water Maintenance Mechanic II	750	07/02/17	7,762	8,150	8,557	8,985	9,434			Teamsters
*Maximum with incentives									9,906	
Water Plant Apprentice Operator	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
*Maximum with incentives									5,836	
Water Plant Operator	560	07/02/17	6,734	7,071	7,425	7,796	8,186			Teamsters
*Maximum with incentives									9,305	

***Please see Benefit Matrix for education incentives, holiday pay and shift differential.** Council Approved on: **8/6/2018**

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Water Plant Superintendent	883	07/02/17	9,230	9,692	10,177	10,686	11,220			MPC
*Maximum with incentives									11,670	
Water Plant Supervisor	810	07/02/17	8,338	8,755	9,193	9,653	10,136			MPC
*Maximum with incentives									11,403	
Water Quality Analyst I	380	07/02/17	5,903	6,198	6,508	6,833	7,175			Teamsters
*Maximum with incentives									7,534	
Water Quality Analyst II	710	07/02/17	7,107	7,462	7,835	8,227	8,638			Teamsters
*Maximum with incentives									9,070	
SEASONAL CLASSIFICATIONS										
Expert Consultant	0910	03/16/15	30.00				100.00			n/a
High School Intern	0550	01/01/18					11.00			n/a
Intern (college-level)	0510	01/01/18	12.50		14.00		15.50		17.00	n/a
Maintenance Aide	0530	01/01/18	11.21	11.78	12.37	13.03	13.74	14.48	15.25	16.06 (H) | 16.92 (I)
Maintenance Helper	0520	01/01/18					11.00			n/a
Police Officer Trainee	6009	07/01/18	28.39	20% less than Police Officer Step A						n/a
Recreation Leader I	0550	01/01/18					11.00			n/a
Recreation Leader II	0560	01/01/18	11.50		12.00		12.50			n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00 (H)

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/27/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Execute an Agreement for Special Counsel Services provided by Meyers, Nave, Riback, Silver & Wilson

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt the attached resolution to execute a Special Counsel Services agreement ("Agreement") with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") for legal services on an "as-needed" basis.

FISCAL IMPACT

Under the proposed agreement, fees will be based on the current standard billing rate for Meyers Nave personnel performing services under this agreement, at the time services are rendered. This is the same rate structure used under the City's previous agreement with Meyers Nave, with the exclusion of the monthly retainer. This Agreement will eliminate retainer charges to the City and provide special counsel services within the City's current adopted budget for FY 2018-19. It is anticipated that future work done by Mayers Nave will predominantly fall into the "Cost Recovery" category allowing for the City to recoup its costs.

RECOMMENDATION

City Council approve the attached Resolution to authorize the City Manager to execute an Agreement for Special Counsel Services with Meyers, Nave, Riback, Silver & Wilson to provide the City with legal services on an "as-needed" basis.

BACKGROUND

Meyers Nave, through Ruthann Ziegler and her staff, has served as City Attorney to the City since July 1, 2004. Meyers Nave also served as legal counsel to entities on which the members of the City Council serve as the governing board, including the Housing Authority, the Pittsburg Power Company, the Pittsburg Arts and Community Foundation, the Pittsburg

Southwest Geological Hazard Abatement District, Bay Area Power Link, and the Successor Agency to the Redevelopment Agency of the City of Pittsburg.

With the anticipated hiring of an in-house City Attorney, effective September 4, 2018, Meyers Nave's role as general counsel and City attorney will end. Both the City and Meyers Nave see a need for Meyers Nave to continue as special counsel to the City on an "as-needed" basis.

City staff is satisfied with the legal representation provided by Ruthann Ziegler and Meyers Nave, and recommend that representation be continued under the terms of the Special Counsel Services Agreement attached to this report.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Hiring and evaluating the City Attorney is a function held solely by the City Council. While the City Council recently directed that City Attorney duties be performed by an in-house staff counsel, it is prudent to employ Meyers Nave and Ruthann Ziegler for legal services on an "as-needed" basis.

Based on the City Council's evaluation and staff's experience in working with the City Attorney and Meyers Nave, staff recommends to the City Council consideration and adoption of the attached Resolution to Execute an Agreement for Special Counsel Services provided by Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave"), if approved, it shall be effective on August 6, 2018.

ATTACHMENTS: Resolution
Letter of Agreement

Report Prepared By: Haidi Muro, Administrative Specialist

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing theCity Manager to Execute an Agreement for Special Counsel Legal Services with Meyers Nave	)))	RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave"), through Ruthann Ziegler and her staff, has served as City Attorney since July 1, 2004. Meyers Nave also served as legal counsel to entities on which the members of the City Council serve as the governing board, including the Housing Authority, the Pittsburg Power Company, the Pittsburg Arts and Community Foundation, the Pittsburg Southwest Geological Hazard Abatement District, Bay Area Power Link, and the Successor Agency to the Redevelopment Agency of the City of Pittsburg; and

WHEREAS, With the anticipated hiring of an in-house City attorney effective September 4, 2018, Meyers Nave's role as general counsel and City Attorney will end. Both the City and Meyers Nave are interested in Meyers Nave continuing as special counsel to the City on an "as-needed" basis; and

WHEREAS, the City and Meyers Nave desire to enter into an Agreement for Special Counsel Services ("Agreement") for legal services reasonably required to represent and advise the City as the City's special counsel, as requested and consistent with the scope of services Meyers Nave provides; and

WHEREAS,compensation fees for their services will be based on their current standard billing rate for the personnel performing services under the agreement at the time such services are rendered, which is the rate structure that was previously used between City and Meyers Nave with the exclusion of the retainer; and

WHEREAS, this agreement retains the legal services of the law firm Meyers Nave and not of a particular attorney. Rates are subject to reasonable change, at the beginning of each fiscal year, as set forth in the agreement; and

WHEREAS, Section 5 of the agreement provides that the services may be terminated at any time by written notice.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopts this Resolution and hereby authorizes the City Manager to execute an Agreement for Special Counsel Legal Services between the City and Meyers, Nave,Riback,Silver & Wilson

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the6th day of August, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

555 Capitol Mall, Suite 1200
Sacramento, California 95814
tel (916) 556-1531
fax (916) 556-1516
www.meyersnave.com

Ruthann G. Ziegler
Attorney at Law
rziegler@meyersnave.com

meyers | nave

July 19, 2018

Joe Sbranti
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Re: Engagement of Special Counsel Services

Dear Joe:

On behalf of Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave"), it has been a pleasure serving as general counsel and City Attorney for fourteen years to the City of Pittsburg and other entities, such as Pittsburg Power Company, the Successor Agency to the Redevelopment Agency for the City of Pittsburg, Pittsburg Housing Authority and Pittsburg Arts and Community Foundation (collectively "Pittsburg"). With the anticipated hiring of an in-house City Attorney, effective September 4, 2018, our role as general counsel and City Attorney will end. We are interested, and understand Pittsburg is interested, in Meyers Nave and me continuing as special counsel to Pittsburg on an "as-needed" basis. Accordingly, I am providing this letter and attachments.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. Scope of Engagement. We will provide the legal services reasonably required to represent and advise Pittsburg as special counsel, as requested and consistent with the scope of services Meyers Nave provides.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered, which is the rate structure we have previously used with Pittsburg, with the exclusion of the retainer. These billing rates for attorneys and paralegals are attached as Attachment 1.

I will be the attorney in charge of representing your interests. As before, other Meyers Nave attorneys may provide services for Pittsburg. This agreement retains the legal services of our law firm and not of a particular attorney. Our rates are subject to reasonable change, at the beginning of each fiscal year, as set forth in the attached.

3. **Disbursements and Expenses**. In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 2.

4. **Billing and Payment Responsibilities**. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Our Statement of Fee and Billing Information sets forth the details of our fee and billing policy.

5. **Termination of Services**. You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. **Insurance**. During the term of this engagement, Meyers Nave will take out and maintain general liability and property damage insurance in amounts not less than \$1,000,000; professional errors and omissions insurance, in amounts not less than \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice is given to you.

7. **No Guarantee of Outcome**. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

8. **Dispute Resolution**. In the event you become dissatisfied with any aspect of our relationship, we encourage you to bring such concerns to our attention immediately. If we are unable to resolve any dispute, either arising out of or in connection with this Agreement or relating to the services performed by our firm or any of its attorneys, to our mutual satisfaction, our firm will first comply with any mandatory dispute resolution procedures that may apply to any such dispute.

If we are unable to resolve any dispute, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to final and binding arbitration in Contra Costa County, California before the American Arbitration Association, pursuant to its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum.

By signing this agreement, you acknowledge and agree that you have read and understand this arbitration provision. You understand that by agreeing to arbitration we each give up the right to present our claims or defenses for trial by a judge or jury, and we also give up the right to an appeal. The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

9. Document Retention. In the course of the Firm's representation of Pittsburg, you may provide us with and we may obtain documents that are relevant to the representation. Some of those documents may be important to you and so that there is no confusion we find that it is useful at the inception of the representation for us to communicate our Document Retention Policy. Meyers Nave is committed to using less paper and eliminating unnecessary copies of documents. This helps us manage information, helps the environment and helps us control costs. The materials pertaining to this matter belong to you and you may access them or have duplicates provided to you at any time during your representation with the exception of certain Meyers Nave Firm and accounting information. At the conclusion of this matter, no further representation will be provided and we recommend that you make arrangements to retrieve all original documents.

It is the Firm's general policy that we maintain records for a period of ten (10) years after conclusion of the matter, although due to certain practical considerations that is not always possible. Additionally, while we take steps to ensure that all records are held in strict confidence and maintained in a secure location, we cannot guarantee that something beyond our control will not occur resulting in damage to client records.

Thus, if in the course of our representation you provide us with original documents that you consider important or desire to keep, we recommend that, first, you inform us in writing that the documents are important. And second, we ask that you take immediate possession of such documents upon the conclusion of our representation. If we do not hear from you, we will generally retain only the documents and materials pertaining to this matter which we designate as vital for a period of ten years. After which such documents will be destroyed unless, before that time, you notify us in writing that you wish to take possession of them.

10. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

11. Joint Representation. Our firm maintains of counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of our firm, it is necessary that you consent to dual representation by our firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

12. Conflicts. Our firm represents many public agencies in California, Nevada and Arizona. Since 1986, we have represented over seven hundred public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from City of Pittsburg.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that Pittsburg does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from those of Pittsburg, and that Pittsburg waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters where you consider the objectives and/or positions to be different from those of Pittsburg, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

Remainder of page intentionally blank

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,

Ruthann G. Ziegler
Attorney at Law

RGZ:PGS
Enclosures
c: Conflicts Department
Billing Department

These terms are accepted and agreed to as of the date of this letter.

City of Pittsburg & other entities listed above

By: ______________________________
Joe Sbranti
City Manager

ATTACHMENT 1

MEYERS, NAVE, RIBACK, SILVER & WILSON
RATE SHEET

Cost Recovery (work for which Pittsburg has a reimbursement agreement)	
Senior Attorney	$420
Junior Attorney	$360
Paralegal/Legal Assistant	$185
All other services	
Senior Attorney	$320
Junior Attorney	$250
Paralegal/Legal Assistant	$160

Our rates adjust July 1, beginning July 2019, by the greater of 3% or the San Francisco – Oakland CPI increase over the prior 12 month period, rounded to the nearest $5.

ATTACHMENT 2

MEYERS, NAVE, RIBACK, SILVER & WILSON
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually on July 1st of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding $100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include, but are not limited to, duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses. We have determined that the most effective method of accounting for these administrative costs is to charge a flat 5% of the professional fees incurred.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees. To defray the firm's costs for administering these services, there will be an additional cost advance charge of 2% for all outside services of $100 or more.

If you have any questions regarding an invoice, the Finance Director or Executive Director is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/27/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Minute Order to Authorize Letter in Opposition to S. 3157

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

Staff is seeking authorization to send a letter to California's two U.S. Senators in opposition to Senate Bill 3157 (the Streamline Act), which would eliminate market-based rents for small cell facility installations on public property, limit application fees charged by the City and grant automatic approval to potentially unlimited wireless facility applications if the City is unable to process applications within new, stringent time limits.

FISCAL IMPACT

None from this action.

RECOMMENDATION

By Minute Order, authorize the City Manager to send a letter of opposition to S. 3157 on behalf of the City Council.

BACKGROUND

On June 28, 2018, U.S. Senator John Thune (R-South Dakota) introduced Senate Bill 3157, to Streamline Siting Processes for Small Cell Deployment. The bill is also known as the "Streamline Act." The bill was referred to the Senate Committee on Commerce, Science and Transportation and is still pending before the U.S. Senate.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Just last year, the wireless industry's attempt to pursue similar legislation failed in California. SB 649 (Hueso) was opposed by more than 325 cities across the state, including Pittsburg. This federal bill is hostile to the shared goal California cities have of working to ensure all residents have access to affordable, reliable high-speed broadband.

If passed into law, the measure would eliminate the City's ability to receive important input from residents and local businesses to consider the size, location and benefits that wireless facilities have in the City. This shifts authority away from the City, residents and businesses to a private industry whose interest in shareholder returns may outweigh considerations for health, safety, aesthetic, and public benefits of the community.

Called the Streamline Act, the bill, would impose sharply reduced "shot clock" time limits for local governments to process potentially unlimited wireless facility applications for all sizes.

If the local government is unable to meet the stringent time limits for processing these applications, they are automatically deemed "granted." This can result in applications being approved regardless of impacts to safety, public health or the environment.

The Streamline Act would also eliminate market-based rents for small cell facility installations, limit the amount of application fees charged by the City, as well as the amount of rent the City could charge for use of City property.

The bill is opposed by the League of California Cities, which notes that cities already enter into agreements with service providers and tower companies without this legislation. For example, the City of San Jose recently entered into agreements with AT&T and Verizon. If S. 3157 passes, these agreements would not be grandfathered in.

Staff recommends the City Council approve a Minute Order authorizing the City Manager to send a letter of opposition to California Senators Feinstein and Harris.

ATTACHMENTS: Letter of Opposition S. 3157

Report Prepared By: Jill Hecht, Director of Community Development

July 24, 2018

August 7, 2018

Senator Dianne Feinstein
United States Senate
331 Hart Office Building
Washington, D.C. 20510

Senator Kamala Harris
United States Senate
112 Hart Office Building
Washington, D.C. 20510

RE: Opposition to S. 3157 (Thune & Schatz) STREAMLINE Act

Dear Sen. Feinstein and Sen. Harris,

On behalf of the City Council for the City of Pittsburg,Calif., I urge your opposition to S. 3157, the STREAMLINE Act, which would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of "small cell" wireless equipment on taxpayer-funded property.

Just this year, the wireless industry pursued similar failed legislation here in California that sought to achieve many of the elements present in this draft bill. The City of Pittsburg was especially concerned about shifting authority away from our residents, businesses, and communities to a for-profit industry whose shareholder returns potentially outweigh their considerations for the health, safety, aesthetic, and public benefits of our community.

To be clear, the City of Pittsburg shares in the goal of ensuring all our residents have access to affordable, reliable high-speed broadband and eagerly welcome installation of wireless infrastructure in collaboration with local governments. However, the plain language in S. 3157 will not help in achieving these goals.

In fact, the City of Pittsburg is already working with its local provider to increase broadband technology and fiber optics in the community to have faster speed capabilities for data. This is being accomplished without any preemptive and prescriptive legislation.

This bill would impose sharply reduced "shot clock" time limits for local governments to process potentially unlimited wireless facility applications for all sizes, "deem granted" applications for facilities when local governments are unable to meet the stringent time limits regardless of its safety impacts or delays caused by incomplete applications.

The draft bill also interferes with the ability for the City to manage its own property and its ability to receive appropriate compensation for its use. The City of Pittsburg actively manages the rights of way to protect residents' safety, preserve the character of the community, and maintain the availability of the rights-of-way for current and future uses. By stringently limiting those factors that we may consider in land use decisions and restricting compensation only to the "actual costs" incurred to process applications, this would limit our ability to adequately serve and protect Pittsburg residents.

On behalf of the City of Pittsburg, thank you for your consideration of our opposition. As Congress considers efforts to improve the rollout of wireless and broadband deployment, we urge you to carefully consider efforts that are more balanced and to reject attempts aimed to undermine input from your constituent residents, businesses, and local governments for this critical infrastructure.

For these reasons, we strongly urge your **OPPOSITION** to S. 3157.

Sincerely,

Joe Sbranti
City Manager

cc: Congressman Mark DeSaulnier
City Councilmembers
Garrett Evans, Assistant City Manager
Laura Wright, Environmental Affairs Manager
Sam Caygill, League East Bay Regional Manager, scaygill@cacities.org
Meg Desmond, League of California Cities, cityletters@cacities.org

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/27/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: ADOPTION OF A CITY COUNCIL RESOLUTION AUTHORIZING THE ACCEPTANCE AND APPROPRIATION OF STATE OF CALIFORNIA TOBACCO LAW ENFORCEMENT GRANT FUNDS

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Tobacco Law Enforcement Program.

FISCAL IMPACT

The grant funds will reimburse the City for the salary of one full-time police officer assigned to the program. This is a 25 month grant covering FY 2018/19 and FY 2019/20 and during this time the Pittsburg Police Department will receive a total reimbursement of $282,068.00.

The resolution, if approved, will authorize $141,034 for one Police Officer in FY 2018/19 and $141,034 in FY 2019/20.

The amount of $71,034 will be added to the current fiscal year revenues as staff anticipated grant funds would total only $70,000 during the budget planning process.

RECOMMENDATION

Staff recommends City Council approval of the attached resolution authorizing the appropriation of the State of California Tobacco Law Enforcement grant funds and authorizing the City Manager or his designee to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

The grant funds will cover a four-part program related to tobacco danger awareness and assist in forming partnerships with businesses licensed to sell tobacco and nicotine products including environmental design and outreach and education to the youth and adults.

Through partnerships with the Chamber of Commerce and the business community through the Business Watch Program, the Police Department will attempt to increase involvement with 44 businesses licensed to sell tobacco and nicotine products.

The Tobacco Officer will utilize the Business Watch Program and the Chamber of Commerce to facilitate meetings. Meetings will be specifically geared to blight and crime which is often related to tobacco sales. The officer will make contact with every licensed business owner during additional onsite visits and encourage attendance to owners and staff to attend.

The Tobacco Officer will conduct thorough inspections of every business to identify approved tobacco related signage and resolve community concern about easy access for youth to tobacco and nicotine related products.

The main focus of the Police Department is ensuring tobacco remains out of the hands of our youth. Several contacts with a significant portion of our youth indicate high levels of tobacco and nicotine product use. This funding will assist in educating and providing resources to these communities.

The Tobacco Officer will coordinate education outreach at Jr. High and Senior High Schools in our city. The trainings will incorporate our School Resource Officers and additional support personnel. Patrol officers will also receive training to educate youth in the community about the dangers of these products and refer needed information to the Tobacco Officer.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Arial

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing the Acceptance And Appropriation of the State of California Tobacco Law Enforcement Grant Funds	))))	RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the Pittsburg Police Department has been awarded funds not to exceed $282,068 from the State of California Tobacco Law Enforcement Grant Program; and,

WHEREAS, the grant funds are intended to cover one full-time police officer for a period of 25 months who will form community partnerships, educate, and design outreach programs related to tobacco danger awareness; and,

WHEREAS, staff recommends that the City accept these funds and authorize their use for local law enforcement actions as proposed in the grant application and in this resolution.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The Pittsburg Police Department is authorized to accept and utilize the State of California Tobacco Law Enforcement Grant funds to pay for one full-time police officer to fulfill the grants goals and objectives.

Section 3. This Resolution will authorize $141,034 for one Police Officer in Fiscal Years 2018/19 and 2019/20 for a total amount of $282,068. The amount of $71,034 will be added to the current fiscal year anticipated grant revenue of $70,000 for a total of $141,034.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of August, 2018, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Dwaine "Pete" Longmire, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

DATE: 7/27/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: By Minute Order, Authorize Naming of City Park Ballfield #1 as "Michael Valle Baseball Field" and Installation of a Sign

MEETING DATE: 8/6/2018

EXECUTIVE SUMMARY

The City Council has been approached by members of the Michael Valle Foundation to approve renaming a ballfield in City Park and authorize the placement of a sign. The application was reviewed and recommended for approval by the City Council's ad hoc Pittsburg Recognition Committee.

FISCAL IMPACT

Minor. The applicant is responsible for the production costs for the sign, which will be produced and installed by the City's Public Works Department. Any incidental costs that are the City's responsibility related to the installation will be paid from the City's FY 2018-19 budget for park maintenance. No new funds are requested.

RECOMMENDATION

By Minute Order, authorize the renaming of City Park Ballfield #1 to "Michael Valle Baseball Field" and installation of sign, in a location approved by the City.

BACKGROUND

On August 3, 2015, the City Council approved a minute order to create an ad hoc committee to advise the Council regarding procedures and policies for memorials and honors for people who have had a positive impact on the community.

The committee includes a representative of the Community Advisory Commission, Planning Commission, City Council, Pittsburg Historical Society and Pittsburg Unified School District.

On July 17, 2017, the City Council approved Resolution 17-13350 to adopt a new City policy for Commemorative Recognition in Public Areas, and continued the ad hoc Pittsburg Recognition Committee to implement the policy when applications are received.

The committee met on March 15, 2018 and reviewed an application submitted by Sandra Valle of Pittsburg to rename City Park Ballfield #1 for Michael Valle, a former member of the Pittsburg Pirates High School baseball team who died in 1972 at the age of 16. The application also included a request to install a sign indicating the name of the field.

Since 1973, the Michael Valle Foundation has awarded scholarships to local youth and supported programs that benefit local families. The Foundation hosts an annual softball tournament on the ballfields at City Park to raise funds for the scholarships. The 34th Annual Michael Valle Co-ed Softball Tournament is scheduled for later this month.

SUBCOMMITTEE FINDINGS

The ad hoc Pittsburg Recognition Committee recommends approval of the application.

STAFF ANALYSIS

The Pittsburg Recognition Committee reviewed the proposed location for renaming a ballfield and for placement of a sign near the field grandstand at City Park, a public park located at Railroad and Civic avenues. Changing the name of the ballfield as proposed will have no impact on advertising or sponsorships tied to the Pittsburg Diamonds baseball team, which uses the field for its games.

After discussion, committee members unanimously supported the concept of renaming the ballfield currently referred to as “Ballfield #1” for Michael Valle, and recommended it be approved by the City Council.

The committee directed staff to meet with the applicant to develop a design for the sign. Committee members asked to view the design prior to the recommendation’s submittal to the City Council for consideration.

On July 20, 2018, staff sent to members of the committee the draft sign design attached to this report. The draft design is consistent with the concept approved by the committee and the City’s adopted policy.

Under the City’s policy, wording on signs and inscriptions must be reviewed and approved by the City prior to production. Costs of the sign are the responsibility of the requesting individual/organization.

Installation is done by the City’s Public Works Department to ensure appropriate placement for security and maintenance, and to avoid impacts on the functioning of the public park. If the sign is damaged, stolen or vandalized, its replacement is the responsibility of the requesting party.

ATTACHMENTS: Application
Draft Sign Design

Report Prepared By: <u>Jill Hecht, Director of Community Development</u>

The Michael Valle Foundation

City of Pittsburg and Pittsburg Recognition Committee,

On July 14th, 1972, Michael Victor Valle lost his life at the age of 16. Two weeks after his death, Stanford University sent him a letter informing him that they were interested in recruiting him and Michael hadn't even started his senior year yet. During the off-season Michael worked for the Pittsburg Unified School District as a janitor and used the earnings to help his parents. Michael would eventually save enough money to buy his first and last car and used it run errands for the elderly in his family. Michael would always take the time to help kids in with their athletics.

Michael loved his family and loved baseball. He began at a young age for the Pittsburg Little League. As he became older, he played on City Park 1 while playing Pony League and the Joe Di Maggio League. One of his proudest accomplishments was playing for the Pittsburg High Baseball Team. At the time City Park 1 was their home field. He played on the varsity team as a freshman and continued until his junior year. During that time professional scouts were also interested in him and he wore the #35 with pride. After Michael's death his family and friends created the Michael Valle Memorial Scholarship Foundation to honor his name and to make sure his legacy lived on. Since 1973 the foundation has awarded 64 scholarships to a Pittsburg High School Baseball player and the past 3 years is a Pittsburg High School Softball player a scholarship as well. Our main fundraiser is a Co-Ed Softball Tournament and this year will be the 34th year. The tournament attracts players and teams from all parts of California to play. This fundraiser also lets us continue to help 10 families for Thanksgiving (we give them a $100 grocery certificate), plus we give 10 families presents for all members in the household for Christmas. In addition, if there is a family tragedy we give either money or food to assist them. We also pride ourselves in helping young athletes with fundraising for athletic events or to purchase equipment.

The Michael Valle Foundation takes pride on taking the character of Michaels loving spirit, a giver and a very humble person. We loved our Michael and often wonder what his life would be like if his life wasn't cut short. All we have are memories but we do know that Michael loved baseball and that his footprints will always be at City Park 1. It would be an honor to have City Park 1 named after Michael Victor Valle.

Thank you,

The Michael Valle Foundation

MEMORIAL PLAQUE OR BENCH APPLICATION

NOMINATOR'S NAME: Sandra Valle

ADDRESS: 1620 Limewood Place

CITY: Pittsburg PHONE: ______

A MEMORIAL PLAQUE or BENCH (circle one) IS REQUESTED FOR:

NOMINEE'S NAME: ~~Michael~~ Michael Victor Valle

LAST KNOWN PITTSBURG ADDRESS: 168 Simmo Ave. Pittsburg CA

PRESENT ADDRESS: ______

TELEPHONE NUMBER: ______

DETAIL: ______

DESCRIPTION OF ACTIVITY, CONTRIBUTION OR ACCOMPLISHMENTS: (additional pages may be attached to this application form)

LIST OTHER NOMINATORS:

NAME: ADDRESS: PHONE:

Victor Galli 4435 Glen Canyon Cir.
Pittsburg Ca. 94565
(925) 550-9095

NOMINATOR'S SIGNATURE:

NOMINATOR'S SIGNATURE: 831 e 14th st Pitts CA.
925 565-2896
Mundi Orozco

NOMINATOR'S SIGNATURE:

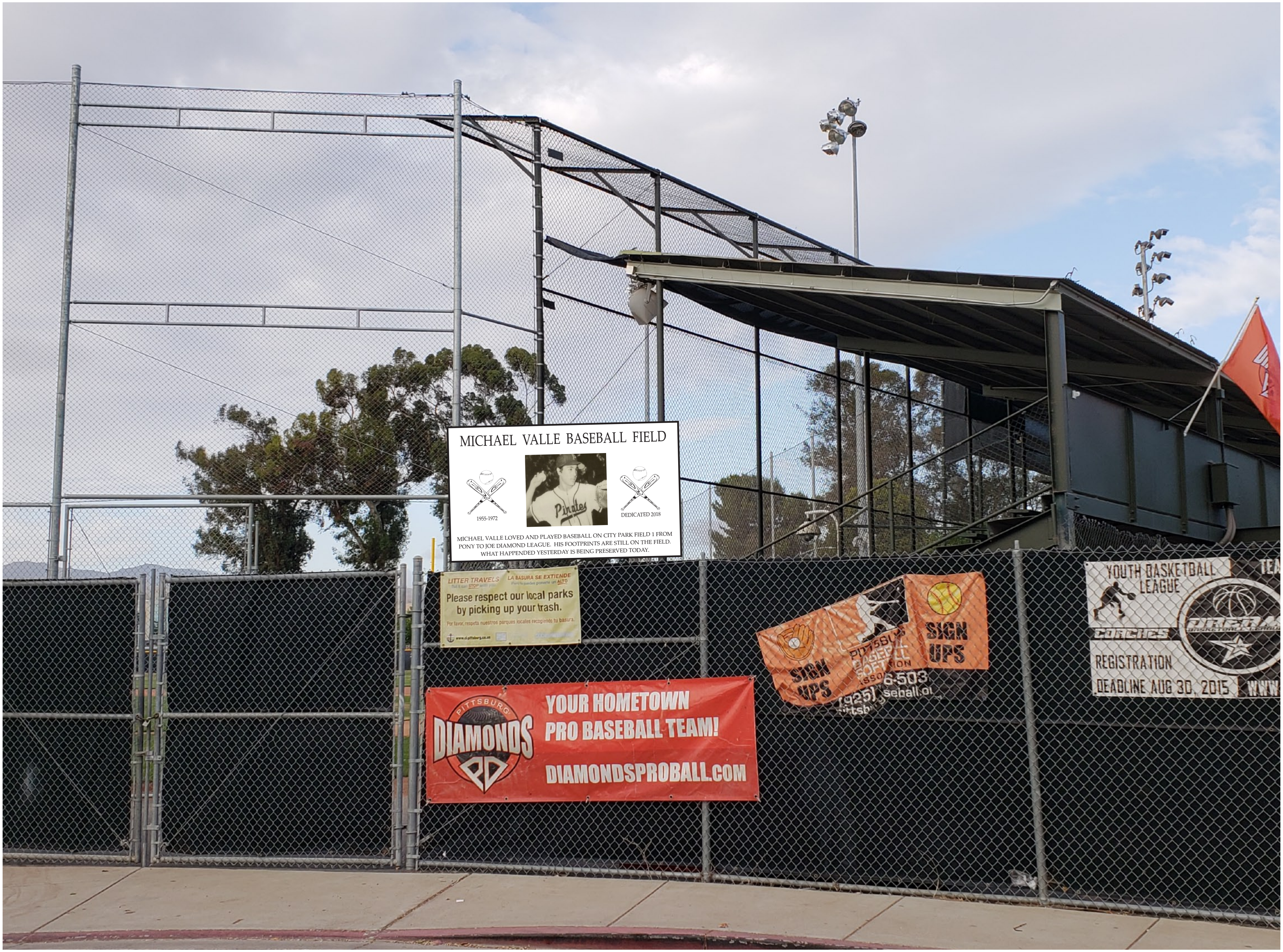
Vincent A. Silva D.C. 3638 Delta Fair
Antioch CA
94509

MICHAEL VALLE BASEBALL FIELD

1955-1972

DEDICATED 2018

MICHAEL VALLE LOVED AND PLAYED BASEBALL ON CITY PARK FIELD 1 FROM PONY TO JOE DIAMOND LEAGUE. HIS FOOTPRINTS ARE STILL ON THE FIELD. WHAT HAPPENDED YESTERDAY IS BEING PRESERVED TODAY.


MICHAEL VALLE BASEBALL FIELD
1955-1972
DEDICATED 2018
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LITTER TRAVELS
LA BASURA SE EXTIENDE
Please respect our local parks by picking up your trash.
Por favor, respeta nuestros parques locales recogiendo tu basura.
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