

EXHIBIT 'A'

CITY OF CYPRESS SCHEDULE OF BENEFITS EXECUTIVE AND MID-MANAGEMENT EMPLOYEES

PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday may be taken subject to approval of the employee's supervisor after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holiday must be taken as paid time off in the credited payroll year. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the employee's supervisor. If approved, such time shall be charged against accumulated vacation or floating holiday leave.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six (6) months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Executive Management employees shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
10.0000	1st – 6th year	(120 hours)
10.6667	7th year	(128 hours)
11.3334	8th year	(136 hours)
12.0000	9th year	(144 hours)
12.6667	10th year	(152 hours)
13.3334	11th year	(160 hours), and each month thereafter.

Mid-Management employees shall accrue vacation leave by the following formula:

<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount (Hours)</u>
6.6670	1st year	(80 hours)
7.3334	2nd year	(88 hours)
8.0000	3rd year	(96 hours)
8.6667	4th year	(104 hours)
9.3334	5th year	(112 hours)
10.0000	6th year	(120 hours)
10.6667	7th year	(128 hours)
11.3334	8th year	(136 hours)
12.0000	9th year	(144 hours)
12.6667	10th year	(152 hours)
13.3334	11th year	(160 hours), and each month thereafter.

Section 3. Maximum Accrual.

A. Executive Management employees may accumulate unused vacation to a maximum of three hundred and sixty (360) hours. Mid-Management employees may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment with a maximum of 320 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his/her current anniversary year may elect to be paid for up to a maximum of eighty (80) hours of accrued vacation in the following calendar year. Request for payment must be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment on the employee's anniversary date. For example, if an employee with an anniversary date of April 1 submits a payout request of 80 hours prior to December

15, 2022 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in April 2023.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each thirty (30) day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. The employee requesting sick leave shall notify his/her immediate supervisor prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the department head or the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least fifteen (15) working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all regular employees who have a minimum of one hundred twenty (120) hours of

accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll at a rate of fifty percent (50%) of current salary. Employees must have a minimum balance of one hundred twenty (120) hours after the payment of sick leave to be eligible for the payout.

C. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of two hundred forty (240) hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of one hundred percent (100%) of current salary. Employees must have a minimum balance of one hundred twenty (120) hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to opt for payments stated in Section 4. (B) and (C) above, must notify Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 2022, payment will be issued in December 2023 (if eligible).

E. In accordance with the annual conversion policy set forth in Section 4. (B), (C) and (D) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

F. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive fifty percent (50%) compensation for that accumulated sick leave.

G. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five (5) years of service and with between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

H. If the Chief of Police was promoted and was previously a member of the Cypress Police Management Association (PMA), upon service retirement or termination, he/she will be entitled to receive payment of accumulated sick leave hours earned prior to promotion to Chief of Police, consistent with the terms of the PMA Memorandum of Understanding in effect at the time of promotion. Accumulated sick leave hours will be documented at the time of promotion and shall be paid to the Chief of Police at the highest hourly rate within the PMA upon separation from employment. Sick leave hours accumulated as Chief of Police will be paid in accordance with the sections above. If the Chief of Police is terminated for misconduct, he/she is ineligible for this payment.

I. In accordance with the payment plan set forth in Section 4 (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave provided that: immediately upon return to duty, the employee submits to his/her department head a written request for sick leave and a written statement signed by his/her physician that includes the dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to his/her department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to his/her department head for referral to and consideration by the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.
3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five (5) working days of such disability, the City shall pay one hundred percent (100%) of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive eighty percent (80%) of salary in lieu of temporary disability payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his/her service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233

Pursuant to California Labor Code Section 233, employees may use a total of forty-eight (48) hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild or sibling.
2. To obtain any relief of services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - a. A temporary restraining order or restraining order.
 - b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - f. To participate in safety planning and take other action to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

ARTICLE IV - HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

MEDICAL RATE PROVISIONS AND SCHEDULE

Health Insurance Benefit: The City shall provide health insurance coverage for the employee and any dependents which may include medical, dental and vision insurance plans. Effective January 1, 2023, the maximum contribution amount will increase from \$2,200.79 to \$2,243.70 per month for Executive Management and Mid-Management employees. Annual increases to the City's monthly contributions shall be based upon the average cost of all area HMO plans offered through the PERS Health Plan (2022 \$2,028.08/ 2023 \$2,070.99) plus the DPO Dental Family rate (2022/2023 \$146.90) and the Family Vision rate (2022/2023 \$25.81). Employees shall maintain the PERS Health Plan minimally at the employee-only coverage level, unless the employee demonstrates proof of other group coverage. Coverage under dental and vision plans shall be optional.

If the City's contribution exceeds the total premium cost of health plans chosen by the employee, the difference may be contributed toward additional/dependent coverage, including additional life insurance, or paid as additional compensation.

If the total premium cost of health plans chosen by the employee exceeds the City's contribution, the employee shall pay, through payroll deduction, the difference between the total cost

and the City's contribution. The employee's exercise of the option to use the difference toward additional/dependent health coverage or receive the additional cash as compensation is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

B. Retiree Health Savings Plan. The City will contribute \$185 per month for each employee participating in the Retiree Health Savings Plan.

C. Retiree Health Savings Program. Full-time employees who promote to a management classification, and have previously opted to grandfather into the Supplemental Health Care Benefit Program, may elect to remain in the program in lieu of mandatory enrollment in the Retiree Health Savings Plan.

D. 401(a) Retirement Savings Plan. The City will contribute \$200 per month for Executive Management positions.

Section 2. Life Insurance Plan.

Executive Management. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula of one times the employee's annual salary rounded up to the nearest thousand dollars up to \$300,000.

Mid-Management. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy for each eligible employee of \$50,000.

Section 3. Disability Insurance Plan. The City shall provide a short-term and long-term disability insurance plan for all employees covered by this agreement. The City shall pay one hundred percent (100%) of the premium.

Section 4. Wellness Program. Effective January 1, 2023, Executive Management employees may request reimbursement for a maximum of \$1,000 on an annual basis for eligible wellness program expenses as determined by the Personnel Officer.

Prior to January 1, 2023, Executive Management employees may request reimbursement for a maximum of \$1,000 for the period of July 1, 2021 through December 31, 2022.

PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as two percent (2%) at fifty-five (55) for "Classic" Miscellaneous members and three percent (3%) at fifty (50) for "Classic" Safety members. "Classic" Miscellaneous employees hired prior to June 30, 2010 shall contribute three percent (3%) of salary towards their CalPERS retirement plan.

Section 2. Employees hired after June 30, 2010, if determined to be "Classic" Miscellaneous members, shall contribute six percent (6%) of salary towards their CalPERS retirement plan.

Section 3. The Chief of Police, if determined to be a "Classic" Safety member, shall contribute twelve percent (12%) of salary towards his/her CalPERS retirement plan.

Section 4. Employees hired after January 1, 2013 and are new to CalPERS, or have had a six (6) month or more break in service, are considered "PEPRA" members and are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

Section 5. The City's CalPERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 6. The City's CalPERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of \$2.00 per month.

Section 7. The City's CalPERS contract shall provide for the "Single Highest Year Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit.

PART VI - AUTO ALLOWANCE

Executive Management employees shall receive \$400 per month for auto allowance through December 31, 2022. Effective January 1, 2023, the auto allowance will be adjusted to \$500 per month. The Chief of Police has the option of being provided a City vehicle in lieu of the auto allowance.

Mid-Management employees shall receive \$100 per month for auto allowance through December 31, 2022. Effective January 1, 2023, the auto allowance will be adjusted to \$200 per month. The City Clerk shall receive \$300 per month for auto allowance.

PART VII – TECHNOLOGY ALLOWANCE

Effective January 1, 2023, a monthly technology allowance will be provided in the amount of \$100 for Executive Management employees and \$75 for Mid-Management employees to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e. internet, cell phone service) to perform the duties of their position.

The technology allowance will supersede the cell phone allowance provided to management employees prior to December 31, 2022.

PART VIII – UNIFORM ALLOWANCE

The classification of Police Chief shall receive a Uniform Allowance of \$850 per year.

The classification of Police Support Services Supervisor shall receive a Uniform Allowance of \$600 per year.

The classification of Maintenance Supervisor shall receive a Boot/Safety Shoe Allowance of \$250 per year. To be eligible for reimbursement, the employee must submit a receipt from the purchase of boots/safety shoes to Human Resources.

PART IX – SPECIAL PAY PROVISION

Section 1. Assistant City Manager Designation. The City Manager may designate the title of Assistant City Manager and assign additional job duties at the higher responsibility to an employee in one the following Executive Management positions: Director of Public Works, Director of Finance and Administrative Services, Chief of Police, Planning Director or Director of Recreation and Community Services. The City Manager may authorize additional compensation of up to 5% over base pay for such duties. The duration of the assignment and additional compensation shall be at the sole discretion of the City Manager.

Section 2. Acting Pay for Executive Management Positions. The City Manager may temporarily grant up to a five percent (5%) increase for an acting assignment for those positions who

assume acting duties. The increase must fall within the range of the higher position but not exceed the top of the position's range.

Section 3. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Executive Management and Mid-Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review.

Section 4. Temporary Succession Planning Pay. The City Manager may grant temporary pay to management employees training for potential advancement to a higher-level position. The temporary pay would not exceed five percent (5%) of the employee's current rate of pay. Such assignment would be limited to a maximum of six months. This form of pay differs from Acting Pay in that the position is filled with an incumbent and the employee being trained is not assuming all of the responsibilities associated with the position.

Section 5. Severance. Effective January 1, 2023, Executive Management employees are entitled to four months' base salary if terminated without cause. The City Clerk is entitled to six months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt or willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.