



**CITY OF MARTINEZ**

**CITY COUNCIL AGENDA  
April 6, 2011**

**TO:** Mayor and City Council  
**FROM:** Alan H. Shear, Assistant City Manager  
**SUBJECT:** Compensation Plan for Police Captain and Police Lieutenant  
**DATE:** March 30, 2011

**RECOMMENDATION:**

Adopt a resolution authorizing the placement of the classification of Police Captain and the classification of Police Lieutenant into the Martinez Management Compensation Plan – Division B: Sworn Employees.

**BACKGROUND:**

Every public employee job classification is placed into an employee group for purposes of enumerating the wages, hours and other terms and conditions of employment. Every employee grouping has an approved compensation plan that stipulates said wages, hours and other terms of employment for each employee within that collection. This is a statutory requirement per the Meyer-Millias-Brown Act, which governs the collective bargaining relationship between employers and employees of California cities.

At the March 2, 2011 meeting of the City Council, the Council approved a restructuring plan presented by Police Chief Peterson that included a salary range for the classification of Police Captain at \$7357-\$9670 and the salary range for the classification of Police Lieutenant at \$6912-\$8640.

**DISCUSSION:**

Per Chief Peterson's restructuring plan, "both Police Commander positions and the administrative Sergeant position will be eliminated. The consolidation of the three positions will allow for the creation of a Police Captain and two Police Lieutenant positions."

Since the salary for the classification of Captain is the same as the current salary for Commander, the other benefits should remain identical as well. The classification of Police Commander resides in the Martinez Management Compensation Plan – Division B: Sworn Employees. Therefore, the classification for Police Captain should be placed in the Martinez Management Compensation Plan – Division B: Sworn Employees. Any mention of the Commander classification within the Compensation plan shall apply to the Captain classification.

The job description of Police Lieutenant, approved by the Civil Service Commission on February 15, 2011, stipulates that the positions in this class “are distinguished from those in the classification of Police Sergeant, in that the Lieutenant is responsible for planning and direction of a bureau or bureau’s of the Martinez Police Department’s Operations and Services Division and for the training and supervision of employees assigned to those Bureaus. The Lieutenant is an integral part of the Police Department’s Management Team.”

Since the Lieutenant position is part of the management structure in the Police Department, an appropriate location for the classification is in the Martinez Management Compensation Plan – Division B: Sworn Employees. Therefore, the Lieutenant shall receive the same level of benefits awarded to Commanders and Captains outlined in the Compensation Plan, except for the following:

Section II. 2. Automobile Assignment and Mileage

City-owned vehicles may be assigned to the Police Lieutenants for City-related use.

Section III. 2. – Administrative Leave

Administrative Leave will be awarded to Police Lieutenants in lieu of overtime. The Police Lieutenants will receive 60 hours of Administrative Leave and will be based on a calendar year. The leave may not be carried over to the next year, but employees may cash out up to one-half of the awarded leave.

Section VI.1. – Uniform Allowance

It is understood that the monthly salary for Lieutenants includes a uniform allowance. Therefore, no additional compensation shall be provided in lieu of a uniform allowance.

**FISCAL IMPACT:**

With the elimination of the vacant Commander position and the Administrative Sergeant position, the budgeted salaries for both shall be applied to the two Lieutenant positions. The salary range and benefits for Police Captain is the same as the salary range and benefits for Commander, thereby making the restructuring plan cost neutral.

**ACTION:**

Adopt a resolution authorizing the placement of the classification of Police Captain and the classification of Police Lieutenant into the Martinez Management Compensation Plan – Division B: Sworn Employees.

**ATTACHMENT:**

Resolution  
Management Compensation Plan



**APPROVED BY:** City Manager

RESOLUTION NO. -11

ASSIGNING THE CLASSIFICATIONS OF POLICE CAPTAIN AND  
POLICE LIEUTENANT INTO THE MARTINEZ MANAGEMENT COMPENSATION PLAN  
DIVISION B: SWORN EMPLOYEES

**WHEREAS,** the City approved a restructuring plan of the police department presented by the Chief of Police that included a salary range for two new classifications of police captain and police lieutenant; and

**WHEREAS,** the approved monthly salary range and the recommended benefit level for police captain is based on the current salary and benefit level for police commander; and

**WHEREAS,** the recommended employee group for the police captain classification is that of the Martinez Management Compensation Plan - Division B: Sworn Employees, which is where the police commander classification is assigned; and

**WHEREAS,** the police lieutenant will be an integral part of the department management staff, the recommended employee group for the classification is that of the Martinez Management Compensation Plan - Division B: Sworn Employees; and

**WHEREAS,** as a member of the Management Compensation Plan - Division B: Sworn Employees, the police lieutenant shall be entitled to receive the same level of benefits as commander and captain except for the following: city-owned vehicles may be assigned to the Lieutenant for city-related use; lieutenants will be awarded 60 hours of administrative leave in lieu of overtime; and it is understood that the approved monthly salary for lieutenant includes a uniform allowance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Martinez assigns the above named classifications into the Martinez Management Compensation Plan - Division B: Sworn Employees.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 6<sup>th</sup> day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK  
CITY OF MARTINEZ

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**CITY OF MARTINEZ**  
**MANAGEMENT COMPENSATION PLAN**  
**EFFECTIVE JANUARY 1, 2006**

In order to recognize professional performance and to reasonably compensate the employees covered within this plan, a two-part salary compensation plan is employed. The two parts are: A) Cost-of-Living Adjustment; and, B) Merit Adjustment.

This plan document is divided into three parts:

1. General provisions that apply to all Management Compensation Plan employees.
2. Benefit schedule for Non-Sworn personnel.
3. Benefit schedule for Sworn personnel.

**SECTION I - GENERAL PROVISIONS**

**1. COST-OF-LIVING ADJUSTMENTS**

The Management Compensation Plan employees are subject to consideration for cost-of-living adjustments on January 1 of each year, unless provisions are implemented for multi-year adjustments. The basic adjustments will be based upon the cost-of-living index for the San Francisco Bay Area, and in proportion to adjustments provided to employees within the represented units, and the settlements made or anticipated for like or similar positions in local or agreed-upon cities. The cost-of-living adjustment should normally be equal for all individuals in the Management group; however, individual adjustments may be made to correct salary alignment inequities based on internal and/or external salaries. The cost-of-living adjustments shall change the salary range of each affected employee.

**2. MERIT EVALUATIONS**

The salary ranges contained in this plan shall not have specific steps. Increases in salary within the salary range shall be subject to merit.

The City Council shall perform the merit evaluation on the City Manager. The City Manager shall conduct the merit evaluations for the Department Directors and others whose positions require that they report directly to him/her. The City Manager shall recommend merit increases for Department Directors to the City Council for consideration and approval.

The Director of each department will perform merit evaluations for all employees included in the Management Compensation Plan within his/her department. The City Manager shall approve merit increases for these positions.

## **MANAGEMENT COMPENSATION PLAN**

### **3. PERFORMANCE REVIEW RESPONSIBILITY**

Compensation by monthly salary for positions within the Management Compensation Plan shall be set upon appointment (hire) upon recommendation by the appointing authority to the City Manager. The salary set at appointment shall be within an established salary range, or upon establishment of an appropriate salary range for new classifications. New-hires may be appointed or incumbents adjusted anywhere within the salary range.

Performance review and consideration for a salary adjustment based on merit shall be made for new-hires upon the completion of six months of employment for those employees whose starting salary was at the lowest point of the salary range for that position. If an employee is hired at a point above the entry-level of the salary range for the position, he/she shall be eligible for consideration for a merit increase upon one full year of employment.

Prior to the employee's anniversary date each year, the City Manager or appropriate Department Director shall meet with each employee covered by this Plan to develop goals for the coming year. The City Manager or Department Director shall also evaluate each covered employee based upon attainment of the prior year's goals. Consideration for merit increase (which may never exceed the employee's established salary range) shall be considered based on the following:

- 6 - 10%        =       Outstanding performance - exceeded goals and accomplished tasks beyond expectation of individuals in this position. A 6-10% merit increase will be given only for exceptional performance.
- 1 - 5%         =       Satisfactory performance, met goals, maintained standards.
- 0%             =       Performed at level amenable to improvement.

### **4. PROGRAM ADMINISTRATION**

- A.     Once granted, any merit increase granted becomes a part of the employee's base pay to use as the basis for future applications.
- B.     The merit review for employees in the Management Compensation Plan shall be based upon an indication of goal attainment as demonstrated in the evaluation.
- C.     The merit review shall not cause the salary of any individual to exceed the established salary range for the position. If the employee is at the top of the salary range for his/her position, he/she shall not be eligible for a merit increase.

## MANAGEMENT COMPENSATION PLAN

- D. When a position is recognized as being out of adjustment with like or similar positions based on external/internal review, the position may be considered for a range adjustment. Periodic surveys shall be conducted to determine salaries for comparable positions in local agencies. The data developed by these surveys, along with other factors such as manager/subordinate salary differentials, shall be used to determine range adjustments.
- E. When salary ranges are adjusted due to survey findings, the incumbent salaries shall not be adjusted solely due to such changes unless the incumbent's salary does not fall within the newly established salary range. Salary range adjustments based on survey results shall be approved by the City Council upon recommendation of the City Manager.
- F. Salary ranges for positions in the Management Compensation Plan shall provide an approximate 20-25% spread between the minimum and maximum amounts established. There shall be no specific or predetermined "steps" within the ranges, allowing the flexibility of adjustment required to recognize the varying levels of performance and goal achievement.
- G. The City Manager shall establish and revise policies and procedures to ensure fair and equitable administration of the Plan and will recommend to the City Council the addition or deletion of classes for inclusion in the Plan.
- H. **Bonus Plan** - The bonus plan shall be limited to employees covered by this plan who have reached the top of their salary range. The bonus shall be for a maximum of ten percent (10%) of the employee's base salary and shall be awarded for a period of one year only. At the end of the year the bonus is rescinded and the affected employee's salary is decreased by the amount of the bonus. The City Manager shall determine if an employee shall receive a bonus and the amount of the bonus up to ten percent (10%) of the employee's base salary.

### 5. **MANAGEMENT REVIEW OF PLAN**

The Management Compensation Plan shall be reviewed by the City Manager, prior to the expiration date of the resolution authorizing this document, to determine if salary ranges and benefits are appropriate. Recommendations for any changes or adjustments shall be presented to the City Council for approval.

**MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010**

**DIVISION A**

**NON-SWORN EMPLOYEES**

**Effective January 1, 2006 through December 31, 2010**

This portion of the Management Compensation Plan pertains to the non-sworn classifications listed in appendix A.

**SECTION II - SALARY AND RELATED BENEFITS**

**1. SALARY**

- A. Effective January 1, 2006, the non-sworn personnel shall receive a 3% increase in salary.
- B. Effective January 1, 2007, 2008, 2009 and 2010, the non-sworn personnel shall receive a salary increase of not less than 2%, but not more than three and one half 3.5% percent depending on the percentage change in the Consumer Price Indexes for the month of October 2006, 2007, 2008, 2009, respectively, for All Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose area.

**2. DEFERRED COMPENSATION**

All non-sworn personnel shall continue to receive one and six-tenths percent (1.6%) of their salary to be deposited into the I.C.M.A. Deferred Compensation Plan.

**3. OVERTIME**

City shall pay overtime to Confidential employees at a rate of one and one-half times their hourly rate for all hours worked above eight (8) hours for a normal workday and above forty (40) hours worked in a normal work week schedule.

**4. AUTOMOBILE ALLOWANCE & MILEAGE**

Department Heads shall receive an automobile allowance of \$450/month for use of personal vehicle.

At the discretion of the City Manager, a City automobile may be assigned in lieu of an auto allowance.

Other Management and Confidential employees who frequently require a vehicle in the daily execution of their duties may be assigned a City vehicle by the City Manager. Those Management employees not receiving car allowance but who use their private vehicle occasionally on City business shall be reimbursed at the mileage rate allowed by the current IRS regulations for all miles driven on City business. Employees receiving reimbursement for use of personal auto for City business shall submit a copy of proof of auto insurance.

**MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010**

**SECTION III - LEAVES, VACATIONS & HOLIDAYS**

**1. SICK LEAVE**

**A. Sick Leave Accumulation**

Management and Confidential personnel shall accumulate sick leave benefits at a rate of eight (8) hours per calendar month beginning with the first month of completed service with the City. Employees who are absent without pay for any reason for more than ten (10) working days during a calendar month do not earn sick leave benefits for that month.

Management and Confidential employees may use sick leave because of illness, injury, or death, either to the employee or to any immediate member of the employee's family. The immediate family shall be defined as spouse, child, stepchild, parents, step-parents, mother-in-law and father-in-law, or other persons living within the employee's household.

**B. Sick Leave Bonus**

Employees covered by this plan who use 32 hours or less in sick leave each year during the term of this plan document shall be awarded 8 hours of floating holiday (comp time for Confidential employees) as a bonus, that will appear on the August 23<sup>rd</sup> paycheck.

**C. Sick Leave Conversion to Vacation**

Each employee covered by this plan may convert accumulated sick leave in excess of one hundred fifty (150) hours at the rate of twenty-five percent (25%), i.e., four (4) hours of sick leave may be exchanged for one (1) hour of vacation.

**D. Credit for Unused Sick Leave Upon Retirement**

Employees covered by this plan who are sworn personnel or belong to the Pleasant Hill-Martinez Joint Facilities Agency are eligible for the PERS Section 20862.8 of the Government Code - Unused Accumulated Sick Leave To Be Applied Toward Retirement Credit. This benefit applies only to sick leave hours accrued by eligible employees while in the employ of the City of Martinez.

**2. ADMINISTRATIVE LEAVE**

Administrative Leave will be awarded to those management employees covered by this plan who are not eligible to receive overtime and is in lieu of overtime. Administrative Leave will be awarded on a calendar year basis and will appear on the January 23<sup>rd</sup> paycheck. Department heads will receive 80 hours of Administrative Leave and all other management employees will receive 60 hours of Administrative Leave. Department heads may, with City Manager approval, authorize up to an additional 20 hours of leave for individual managers who routinely work extra hours, especially evenings and weekends. Such leave may also be granted to Department Heads with the approval of the City Manager. The leave may not be carried over to the next year, but employees may cash out up to one-half of the awarded leave.

New employees will receive a pro-rated award based on the month in which they were hired.

**3. BEREAVEMENT LEAVE**

**MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010**

All employees covered by this plan shall be eligible to receive bereavement leave of three (3) days to attend the funeral or make emergency family arrangements in the case of a death in the immediate family. For purposes of this benefit, immediate family shall include spouse, mother, father, siblings, children, step-children, father-in-law, mother-in-law, step-father, step-mother, aunt, uncle, grandfather and grandmother of employee, and all persons living as a member of the family of the employee. In the event of the death of either a brother-in-law or sister-in-law, the employee shall be eligible for one (1) day of bereavement leave if travel involved is within 100 miles of the Martinez City Hall.

Employees may be permitted two (2) additional days for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond three days shall be given at the discretion of the City Manager or Department Director. Employees may be permitted to use sick leave, compensatory time, and vacation leave in conjunction with bereavement leave, if necessary.

**4. MATERNITY LEAVE**

Employees covered by the plan may take leave for maternity and child bonding in accordance with the City’s policy implementing the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). It is the intent of the City for its policies to comply with both the federal FMLA and the State CFRA.

**5. CATASTROPHIC LEAVE**

City agrees to implement a plan wherein employees of the City may donate portions of their vacation and compensatory time accumulations to employees who have suffered catastrophic illnesses or injuries. An employee may not donate hours if it will result in less than 60 hours of vacation balance. Such donations shall be considered as ‘time worked’ for the benefitted employee for the purposes of benefit payments as outlined in Article 9, Section 3.1.

**6. VACATION LEAVE**

**A. Vacation Accumulation**

Vacation leave shall be accrued according to the following schedule. A management employee is eligible to request vacation leave after six full months of continuous service.

<b><u>Years of Service With City</u></b>	<b><u>No. of Vacation Days Accrued</u></b>
0 through 4 years	15 days vacation
5 through 9 years	17 days vacation
10 through 14 years	20 days vacation
15 through 19 years	22 days vacation
20 years and over	25 days vacation

Vacation leave will not be accrued and earned by an employee if the employee is absent without pay for more than ten (10) working days during a calendar month. Said employee will not earn vacation benefits for that month.

## MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010

Vacation benefits may be accrued up to a maximum balance equivalent to thirty (30) times their current rate of monthly earnings.

### B. Vacation Buy Back

Upon written request by the employee, the City will buy back vacation hours provided the employee has taken forty (40) hours of vacation during the twelve (12) months prior to the date of request. The written request for vacation buy-back must be submitted to the Finance Department by the tenth (10<sup>th</sup>) day of the month to be paid on the twenty-third (23<sup>rd</sup>) paycheck and by the twenty-fifth (25<sup>th</sup>) day of the month to be paid on the seventh (7<sup>th</sup>) paycheck..

Only hours which have been accrued prior to the request are eligible for buy-back. Request for vacation buy-back shall be limited to two requests per employee per fiscal year.

### C. Advance Vacation Paycheck

City agrees to provide permanent employees with an advance vacation paycheck as follows:

1. If a payday occurs during the employee's scheduled vacation, City will advance the employee a check in the amount which he/she would receive on his/her next regular paycheck. Earned overtime and allowances will not appear on the advance vacation check and will become a part of the next regular paycheck, which normally pays overtime and withholds deductions, etc.
2. Request for advance vacation paycheck must be in writing and must be presented to the Payroll Department at least five (5) working days prior to the date the check is requested.

## 7. HOLIDAYS

Management and Confidential personnel shall observe the following holidays:

<u>Holiday</u>	<u>Date Observed</u>
Martin Luther King Jr's Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (½ day) through New Years day	December 24 through January 1

In addition to the above schedule, the City shall observe every day appointed by the President or Governor

**MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010**

as a public holiday, subject to the approval of the City Council.

The City of Martinez shall observe all holidays as provided for above. In the event a holiday falls on a weekend day, the holiday will be observed on the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday. In the event a holiday falls in a regularly scheduled day off, the holiday will be observed on the date preceding the first day off, or the day following the second day off.

If Christmas falls on Saturday, the holiday shall be observed on the preceding Friday, and the one-half day for Christmas Eve shall be taken on the preceding Thursday. If Christmas or Christmas Eve fall on Sunday, the one-half day for Christmas Eve shall be observed on the preceding Friday.

The City Manager may direct management personnel to work holidays as necessary to insure proper conduct of City functions and may grant administrative leave in lieu of holiday time.

**A. Floating Holidays**

In addition to the holidays listed above, employees covered by this plan shall have an additional four floating holidays which can be taken at their discretion with the prior approval of their supervisor. The floating holidays, if not used, can be carried over to subsequent years.

An exception to the above applies to new employees, and the following floating holiday pro-ration shall apply to employees who are hired after July 31 of each ensuing year;

<u>If Hired Between</u>	<u>Hours Granted For Year</u>
7/1	32 Hours
7/2 – 9/30	24 “
10/1 - 12/31	16 “
1/1 - 3/31	8 “
4/1 - 6/30	0 “

**SECTION IV - BENEFITS AND COMPENSATION**

**1. MEDICAL, DRUG, OPTICAL**

City agrees to pay premium for medical, dental, and optical benefits plans throughout the term of this agreement, in accordance with the following schedule:

City will make available to all employees and dependents in classifications assigned to the MCP either the Kaiser Plan or an alternative plan(s).

For employees hired prior to January 1, 2007, the City will pay 100% of the premium for medical insurance at the Kaiser premium rates. Employees selecting plans other than Kaiser will receive the same dollar contribution as for Kaiser. For employees hired on or after January 1, 2007, the City will pay the amount of the Kaiser premium in effect on January 1, 2007, plus 85% of each increase in the premium. The employee will pay 15% of each increase in the premium. These contributions will be cumulative. Employees selecting other plans other than Kaiser shall receive the same dollar contribution as for Kaiser.

## MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010

### 2. DENTAL

#### A. Basic Plan

The City shall pay one hundred percent (100%) of the premium for a dental plan which provides a basic benefit of \$2,500 annually. This is an 80/20 co-payment plan with no annual deductible.

#### B. Orthodontic

The City shall pay one hundred percent (100%) of the premium for an orthodontic supplement to the City's dental plan, for all employees covered by this plan. The orthodontic plan covers all family members, including employee and spouse, with a \$4,000 individual orthodontic lifetime benefit on an 80/20% co-payment program

### 3. LONG TERM DISABILITY INSURANCE

City will pay premium for long-term disability insurance program for all management and confidential personnel. This insurance shall have a 60-day elimination period and, in the event of a qualifying disability, shall pay at a rate of 66-2/3 percent of the employees' salary up to a maximum salary of \$3,750/month.

### 4. LIFE INSURANCE

The City shall pay the monthly premium costs for a life insurance policy which will provide coverage of two times (2x) the employee's annual gross salary to a maximum of \$200,000.

### 5. P.E.R.S. RETIREMENT BENEFITS

#### A. City to Pay Employee Portion

The City shall contribute seven percent (7%) toward non-sworn employee's portion of Public Employees' Retirement System contributions.

#### B. PERS – Employer Paid Member Contribution

Pursuant to Government Code Sections 20023C (4) and 20615, the City shall pay the normal member contributions (7%) as employer paid member contributions and reporting the same percent to PERS as compensation for all employees. Employee need not pay any contribution to PERS.

#### C. 2% At Age 55 Retirement Benefit

City agrees to implement the 2% at age 55 retirement benefit offered by Public Employees' Retirement System (P.E.R.S.).

**MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010**

**D. Single Highest Year**

City amended its contract with PERS to provide Section 20042 (One-Year Final Compensation).

**6. RETIREMENT HEALTH BENEFIT**

Employees covered by this Plan who retire for service or disability under PERS shall receive retirement health benefits in accordance with the following:

Benefit shall be paid at the retirement health benefit rate for the least costly of the health benefit insurances. At the present time the least costly of the plans offered is Kaiser. The benefit shall cover retired employee and spouse. For those employees hired prior to January 1, 2007, the City shall pay one hundred percent (100%) of the premium prorated based on the percentages shown below.

Retired employees hired on or after January 1, 2007, shall be reimbursed at the same rate as active employees hired on or after January 1, 2007, prorated based on the percentages shown below.

The following schedule shall apply:

<u>Years of Service with City</u>	<u>% Health Ins. to be Paid</u>
0 through 10 years	0%
11 through 15 years	25%
16 through 20 years	50%
21 through 25 years	75%
Over 25 years	100%

**7. ON-THE-JOB INJURY**

When a non-sworn management or confidential employee is off work as the result of an injury or illness which qualifies for Worker's Compensation Insurance, the City shall continue his/her pay in the amount of his/her monthly rate for up to, but no longer than, sixty (60) calendar days. The City shall only pay that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Carrier. Such pay shall be considered as on-the-job injury leave and shall not be charged as sick leave.

**8. LONGEVITY PAY**

Upon completion of twenty (20) years of full-time service, each employee covered by this plan shall receive a two percent (2%) increase in salary.

## MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010

### 9. BILINGUAL PAY

The City agrees to pay bilingual pay in the amount of two percent (2%) of base pay for one language and four percent (4%) for two or more languages. Sign language shall be included in the definition of a language.

Employees certified by the 15th of the month will be paid on the 1st of the month. Employees certified after the 15th of the month will be paid on the 1st of the following month.

The determination of who is qualified to receive the bilingual pay shall be based on the following:

1. Employees requesting to be considered for bilingual pay must submit a written request to Personnel. The request must state the qualifying language spoken (including sign language).
2. Upon receipt of the request, Personnel shall arrange for an examination to be given by a qualified person(s) to certify if the employee is qualified.
3. If the employee successfully completes the examination, Personnel staff shall prepare the appropriate Personnel Action Form to initiate bilingual pay.
4. Those employees who do not pass the testing procedure may submit a request to be re-tested after three months.

## SECTION V - COMPENSATORY TIME

### 1. Accumulation

Confidential employees may accumulate up to two hundred forty (240) hours of compensatory time. Compensatory time off shall be scheduled and taken upon approval by the employee's supervisor. All compensatory time above two hundred forty (240) converted hours shall be automatically paid off at the next pay period following maximum accumulation.

### 2. Compensatory Time Buy-Back

Upon written request by the employee, the City will buy back compensatory time. The written request must be submitted to the Finance Department by the tenth (10th) day of the month to be paid on the twenty-third (23<sup>rd</sup>) paycheck and by the twenty-fifth (25<sup>th</sup>) day of the month to be paid on the seventh (7<sup>th</sup>) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for compensatory buy-back shall be limited to one request per employee per month.

## SECTION VI - TRAINING AND EDUCATION EXPENSE REIMBURSEMENT POLICY

Employees covered by this plan are encouraged to improve their knowledge and skills as they relate to their present position, to prepare for a higher position in their present or related field, or a degree program that relates to municipal government. City will reimburse the cost to any employee covered by this plan who

## MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010

undertakes academic, technical, or vocational training or education.

Courses taken at any college, university, business, or technical school, or courses given by a recognized correspondence school shall be approved as follows:

1. Tuition, registration fees, and mileage to a maximum of \$1,500 per employee per year for the fiscal year. A maximum of \$200 may be used for mileage at the mileage rate allowed by the current IRS regulations for all miles driven to attend classes. If less than \$200 is used for mileage, the remaining amount may be used for tuition, registration fees, books, and other supplies related to the course work.
2. A year, as described in this policy, shall coincide with the City's fiscal year--July 1 through June 30.

Courses must be taken on the employee's own time, outside his/her normal working hours, and employee must receive approval from his/her department head and the City Manager prior to registering for any course in order to be eligible for reimbursement. Request for approval of courses must be made on approved forms available in the Personnel Office.

Employee must maintain a "C" level grade or receive a Certificate of Completion to be eligible for reimbursement and present proof of same at time of reimbursement request. If an employee fails to satisfactorily complete an approved course, he/she shall not be eligible for any refund for that course. Copies of transcripts of grades, a record of units completed, and copies of Certificates of Completion of approved courses shall be placed in the employee's permanent personnel file.

Refunds shall be made at the completion of the course upon presentation of satisfactory completion.

**Exclusions.** Reimbursement shall not be made for such expenses as graduation fees, student body fees, or optional fees.

### **SECTION VII - SPECIAL PROVISIONS**

#### **1. HEALTH PLAN COSTS TO DEFERRED COMPENSATION**

The City shall pay one hundred percent (100%) of its contribution for the single Kaiser Plan into the City's established Deferred Compensation Plan for any employee covered by this plan who can demonstrate that they have equivalent health coverage through their spouse or some other source.

#### **2. USE OF CITY FACILITIES**

Employees within the bargaining unit shall have use of City park facilities at no charge and have free admission to the Municipal Swimming Pool for employee, spouse, children and/or stepchildren. Employees shall also have free use of the boating ramp facilities upon showing of their identification. Employees would be eligible for a discount of 50% of daycare fees at City operated daycare facilities. (This benefit would apply to the dependent children and dependent grandchildren of City employees. This means the employee is financially responsible for the child. The age limitations of the program apply to the children of City employees).

#### **3. HEALTH CLUB MEMBERSHIP**

## MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010

City agrees to reimburse employees \$17.50 per month for those employees who join or maintain membership in a health club. Evidence of dues payments shall be submitted quarterly and reimbursement shall be on a quarterly basis in the same fiscal year that the expenses were incurred.

### 4. EMERGENCY ADVANCE PAYCHECK

The City may provide emergency advance paychecks to permanent employees. Requests must be made to the City Manager who will have discretion of determining whether an emergency exists and whether the emergency advance check shall be issued.

### 5. LAYOFF OF MANAGEMENT EMPLOYEES -- 30 DAY NOTICE

In the event an employee covered by the Management Compensation Plan is to be laid off, the City will provide a 30-day notice in advance of the date of the layoff.

### 6. SEVERANCE PAY

The City agrees to pay at will employees (those not covered by the Civil Service Rules & Regulations) severance pay in the amount of ten (10) days for each year of service, to a maximum of 6 months of pay.

### 7. MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

The City will pay membership dues for personnel designated as "Management" in professional organizations at the national, State, and local levels as directed by the City Manager.

The City will pay for expenses incurred for attendance at conferences of professional organizations in accordance with the City's travel reimbursement program.

### 8. OTHER PROVISIONS

#### A. Flexible Staffing - Engineers/Planners/Management Analysts

Upon recommendation of the Department Head and approval by the City Manager, a person occupying the Junior Civil Engineer classification may be allowed to flex to Assistant Engineer, and a person occupying the Planning Technician classification may be allowed to flex to Assistant Planner after eighteen (18) months and with satisfactory performance evaluations, if the person meets all minimum requirements for the higher classifications.

Upon the recommendation of the Department Head and approval by the City Manager, a person occupying the position of Assistant Planner may be advanced to the position of Associate Planner if that person meets all minimum eligibility requirements of the Associate Planner classification and is performing work at the Associate Planner level.

Upon recommendation from the Department Director and approval by the City Manager, a person occupying the Management Analyst position could flex to Sr. Management Analyst after two (2) years of service with satisfactory performance evaluations, and if the person meets all minimum requirements for the higher classification.

## MANAGEMENT COMPENSATION PLAN - 1/1/06 - 12/31/2010

### B. Military Service Credit

City shall amend its contract with P.E.R.S. to allow for military service credit as public service, as set forth in Section 20930.3 of the California Government Code.

### C. Voluntary Time Off Policy

The VTO Program allows regular full-time employees, with the written approval of the City, to trade salary for additional time off with the choice of the five (5) percentages below:

- A. 1% Plan      1% less in salary gives an employee an additional 20.8 leave hours per year. 2.6 days off per year.
- B. 2% Plan      2% less in salary gives an employee an additional 41.6 leave hours per year. 5.2 days off per year.
- C. 5% Plan      5% less in salary gives an employee an additional 104.0 leave hours per year. 13.0 days off per year.
- D. 10% Plan     10% less in salary gives an employee an additional 208.0 leave hours per year. 26.0 days off per year.

The City will provide health, dental, LTD, and life insurance at current agreed upon amounts. Sick leave will accrue at full time rate. The City will report to P.E.R.S. the reduced rate of compensation. Leave hours will be held separate and can not be converted to cash at a later date. Scheduling of time off must be approved by the Department Head.

### E. Flex Time Program

The City shall provide employees in the Management Compensation Plan with the same Flex Time Program that is in effect for represented groups.

## SECTION VIII - MANAGEMENT COMPENSATION POLICY

The Management Compensation Policy shall be effective from January 1, 2006 through December 31, 2010, and should remain in effect thereafter until and unless revised by the City Council.

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**

**DIVISION B  
SWORN EMPLOYEES**

This portion of the Management Compensation Plan pertains to the sworn personnel listed in Section I - General Provisions. All sections of this plan document apply to the following classifications: Police Commander.

**SECTION II - SALARY AND RELATED BENEFITS**

**1. SALARY**

- a) Police Commanders shall receive the same salary increases at the same time as the non-sworn personnel Division A of the Management Compensation Plan.

**2. AUTOMOBILE ASSIGNMENT AND MILEAGE**

City-owned vehicles shall be assigned to the Police Commanders for City and City-related use. In the event any employee covered by this division of the Management Compensation Plan is required to use his/her personal vehicle for City or City-related business, the employee shall be reimbursed at the mileage rate allowed by the current IRS regulations for all miles driven on City business. Any employee who routinely uses his/her personal vehicle for City business shall submit proof of auto insurance.

**SECTION III - LEAVES, VACATIONS & HOLIDAYS**

**1. SICK LEAVE**

**A. Sick Leave Accumulation**

Sworn personnel covered by this plan shall accumulate sick leave benefits at a rate of eight (8) hours per calendar month beginning with the first month of completed service with the City. Employees who are absent without pay for any reason for more than ten (10) working days during a calendar month do not earn sick leave benefits for that month.

Management and Confidential employees may use sick leave because of illness, injury, or death, either to the employee or to any immediate member of the employee's family. The immediate family shall be defined as spouse, child, stepchild, parents, step-parents, mother-in-law and father-in-law, or other persons living within the employee's household.

**B. Sick Leave Bonus**

Employees covered by this plan that use 32 hours or less in sick leave in a year during the term of this plan document shall be awarded 8 hours of floating holiday as a bonus, that will appear on the August 23<sup>rd</sup> paycheck..

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**

**C. Sick Leave Conversion to Vacation**

Each employee covered by this plan may convert accumulated sick leave in excess of one hundred fifty (150) hours at the rate of twenty-five percent (25%); i.e., four (4) hours of sick leave may be exchanged for one (1) hours of vacation.

**D. Sick Leave - Cash Pay-out upon Industrial Disability Retirement**

Sworn employees covered by this plan who retire on industrially-related disability retirement may sell accrued sick leave at a rate of 100% for all unused hours of sick leave credited to the employee at the date of retirement.

**2. ADMINISTRATIVE LEAVE**

Administrative Leave will be awarded to Police Commanders in lieu of overtime. Administrative Leave will be awarded on a calendar year basis and will appear on the January 23<sup>rd</sup> paycheck. The Police Commanders will receive 80 hours of leave per year. The leave may not be carried over to the next year, but employees may cash out up to one-half of the awarded leave.

**3. BEREAVEMENT LEAVE**

All employees covered by this plan shall be eligible to receive bereavement leave of three (3) days to attend the funeral or make emergency family arrangements in the case of a death in the immediate family. Immediate family shall include wife, husband, mother, father, sister, brother, children, father-in-law, mother-in-law, stepchild, stepfather, stepmother, aunt, uncle, grandfather, and grandmother of employee, and all persons living as a member of the family of such employee. In the event of the death of either a brother-in-law or sister-in-law, the employee shall be eligible for one (1) day of bereavement leave if travel involved is within 100 miles of the Martinez City Hall.

Employees may be permitted two additional days for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond three days shall be given at the discretion of the City Manager or Chief of Police. Employees may be permitted to use sick leave, compensatory time, and vacation leave in conjunction with bereavement leave, if necessary.

**4. MATERNITY LEAVE**

Employees covered by the plan may take leave for maternity and child bonding in accordance with the City's policy implementing the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). It is the intent of the City for its policies to comply with both the federal FMLA and the state CFRA.

**5. CATASTROPHIC LEAVE**

City agrees to implement a plan wherein employees of the City may donate portions of their vacation and compensatory time accumulations to employees who have suffered catastrophic illnesses or injuries. An employee may not donate hours if it will result in less than 60 hours of vacation balance. Such donations shall be considered as 'time worked' for the benefited employee for the purposes of benefit payments as outlined in Article 9, Section 3.1.

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**

**6. VACATION LEAVE**

**A. Vacation Accumulation**

Vacation leave shall be accrued according to the following schedule. A management employee is eligible to request vacation leave after six full months of continuous service.

<b><u>Years of Service With City</u></b>	<b><u>No. of Vacation Days Accrued</u></b>
0 through 4 years	15 days vacation
5 through 9 years	17 days vacation
10 through 14 years	20 days vacation
15 through 19 years	22 days vacation
20 years and over	25 days vacation

Vacation leave will not be accrued and earned by an employee if the employee is absent without pay for more than ten (10) working days during a calendar month. Said employee will not earn vacation benefits for that month.

Vacation benefits may be accrued up to a maximum balance equivalent to twenty-four (24) times their current rate of monthly earnings.

**B. Vacation Buy Back**

Upon written request by the employee, the City will buy back vacation hours provided the employee has taken forty (40) hours of vacation during the twelve (12) months prior to the date of request. The written request for vacation buy-back must be submitted to the Finance Department by the tenth (10<sup>th</sup>) day of the month to be paid on the twenty-third (23<sup>rd</sup>) paycheck and by the twenty-fifth (25<sup>th</sup>) day of the month to be paid on the seventh (7<sup>th</sup>) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for vacation buy-back shall be limited to two requests per employee per fiscal year.

**C. Advance Vacation Paycheck**

City agrees to provide permanent employees with advance vacation paychecks as follows:

1. If a payday occurs during the employee's scheduled vacation, City will advance the employee a check in the amount which he/she would receive on his/her next regular paycheck. Earned overtime and allowances will not appear on the advance vacation check and will become a part of the next regular paycheck, which normally pays overtime and withholds deductions, etc.
2. Request for advance vacation paycheck must be in writing and must be presented to the Payroll Department at least five (5) working days prior to the date the check is requested.

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**

**7. HOLIDAYS**

Sworn personnel shall observe the following holidays:

<b><u>Holiday</u></b>	<b><u>Date Observed</u></b>
New Year's Day	January 1
Martin Luther King Jr's Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25

In addition to the above schedule, the City shall observe every day appointed by the President or Governor as a public holiday, subject to the approval of the City Council.

The City of Martinez shall observe all holidays as provided for above. In the event a holiday falls on a weekend day, the holiday will be observed on the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday.

In the event a holiday falls on a regularly scheduled day off, the holiday will be observed on the date preceding the first day off, or the day following the second day off.

**A. Holiday Pay - Sworn Personnel**

Commanders shall receive straight time (hour for hour) for holidays worked.

**SECTION IV - BENEFITS AND COMPENSATION**

**1. MEDICAL, DRUG, OPTICAL**

The employees covered by this plan document are covered under the P.E.R.S. Health Plan.

The City shall pay one hundred percent (100%) of the premium cost at the Kaiser North premium level. Employees selecting plans other than Kaiser North shall receive the same dollar contribution as for Kaiser.

Effective January 1, 2005, the City shall pay eighty-five percent (85%) of the increase in the Kaiser premium. Employees selecting other plans than Kaiser shall receive the same dollar contribution as for Kaiser.

## **MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**

Effective January 1<sup>st</sup> of each successive year of the plan document when the premiums are increased by the carrier, the City will pay eighty percent (80%) of any increases in the Kaiser premium.

If the amount of the premium of the plan selected by the employee is less than that paid by the City, the difference will be placed into the employee's deferred compensation account. If the amount of the premium is greater than the amount paid by the City, a payroll deduction from the employee's pay shall be made for the difference.

Effective January 1, 2005, the City will no longer reimburse employees for out of pocket costs relating to co-pays for prescriptions or office visits.

The City further agrees to provide comparable vision benefits through Vision Service Plan.

Effective January 1, 2008, the Vision Service Plan will be modified to provide for hardware only and to exclude exams.

### **2. DENTAL**

#### **A. Basic Dental Plan**

City shall contribute one hundred percent (100%) of the premium for the Delta Dental Plan, which provides 80/20 co-payment on a \$2,500 basic benefit program with no annual deductible. Effective January 1, 2008, the dental plan will be modified to require a \$50/\$150 annual deductible. Such deductible shall be waived for diagnostic and preventive care. In the event such an option is no longer available as of 2008, the parties will meet to review comparable alternatives

#### **B. Orthodontic Plan**

City shall pay one hundred percent (100%) of the premium for an orthodontic supplement to the City's dental plan, for all employees covered by this plan. The orthodontic plan covers all family members, including employee and spouse, with a \$4,000 orthodontic lifetime benefit on an 80/20% co-payment program.

### **3. HEALTH PLAN AND DENTAL BENEFIT TO SURVIVORS OF SWORN MEMBERS OF THIS PLAN WHO ARE KILLED IN THE LINE OF DUTY**

City agrees to pay 100% of premiums for health and dental benefits as described in this plan document for the widow or widower and minor children of any sworn member covered by this plan who is killed in the line of duty. Premiums will be paid at the level of the least costly health plan. Premiums will be paid for the widow/widower until remarriage and for dependent children of the deceased employee in accordance with standard procedures covering dependents.

## MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10

### 4. LONG TERM DISABILITY INSURANCE

Employees covered under this plan document are covered through a Long Term Disability plan offered by PORAC. The City increased the monthly salary of each employee covered by this plan document by Nineteen Dollars and Fifty Cents (\$19.50). Thereafter, each employee shall be responsible for payment of the LTD premium through payroll deduction.

### 5. LIFE INSURANCE

The City shall pay the monthly premium costs for a life insurance policy which will provide coverage of two times (2x) the employee's annual gross salary to a maximum of \$200,000.

### 6. P.E.R.S. RETIREMENT BENEFITS

The City will provide, through the Public Employees' Retirement System (PERS) the two percent (2%) at age 50 and Single Highest Year (SHY) retirement benefit for sworn officers. "Base salary" for this purpose shall not include any interim educational incentive payments as designated by the contract adopted by the City by resolution.

The City will modify the PERS plan for sworn employees to add the 3% @50 option effective January 1, 2008.

Actuarial Review of Costs of 3%@50 – The actuarial valuation received by the City from PERS established the increased PERS costs to the City of the retirement enhancement to be 11.4%. In the event the cost is greater than 14.4%, the parties will meet regarding how employees should pay the increase in cost over 14.4%.

Employer Paid Member Contribution – City agrees to pay the normal member contributions (the 9%) as employer paid member contributions and report the same percent to P.E.R.S. as compensation for all employees.

### B. 1959 Survivors' Benefit for Sworn Personnel

City agrees to upgrade the amendment as contained in the Public Employees' Retirement System contract for sworn personnel, in accordance with Sections 21380-21387 of the Government Code regarding Public Employees' Retirement Law, to allow for the 1959 Survivor Benefit at level 4 for the families of sworn personnel who die prior to retirement, in accordance with terms set forth in the code.

### C. PERS - Credit for Unused Sick Leave Upon Service Retirement

City agrees to maintain PERS contracts, in accordance with Section 20862.8 of the Government Code regarding Public Employees Retirement Law, to allow for credit for unused accumulated sick leave upon service retirement. This benefit applies only to sick leave hours accrued by members while in the employ of the City of Martinez.

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**

**7. RETIREMENT HEALTH BENEFITS**

Employees covered by this plan document who retire for service or disability under PERS shall receive retirement health benefits in accordance with the P.E.R.S. Health Plan provisions. Benefit shall be paid at the rate for active employees pursuant to Section IV #1. Benefit shall cover retired employee and dependents.

**SECTION V - COMPENSATORY TIME**

**1. Accumulation**

Fifty two (52) hours of compensatory time will be added to each covered employee's compensatory time off bank on January 1st of each year. Effective January 1, 2008, the City will no longer add fifty-two hours of compensatory time to each employee's CTO bank.

**2. Compensatory Time Buy-Back**

Upon written request by the employee, the City will buy back compensatory time. The written request must be submitted to the Finance Department by the tenth (10<sup>th</sup>) day of the month to be paid on the twenty-third (23<sup>rd</sup>) paycheck and by the twenty-fifth (25<sup>th</sup>) day of the month to be paid on the seventh (7<sup>th</sup>) paycheck.

Only hours which have been accrued prior to the request are eligible for buy-back. Requests for compensatory buy-back shall be limited to one per employee per month.

**SECTION VI - UNIFORM ALLOWANCE, LONGEVITY PLAN,  
AND DEFERRED COMPENSATION**

**1. UNIFORM ALLOWANCE – CHIEF/COMMANDERS**

It is understood that the monthly salary of the Chief has been increased by \$80.86 per month in lieu of a uniform allowance. It is also understood that the monthly salary for Commanders has been increased by \$76.57 per month in lieu of a uniform allowance.

**2. LONGEVITY**

Sworn personnel covered by this plan shall receive an additional 5% in salary when the employee has completed 15 years of service, an additional 2% at the completion of 20 years of service and an additional 2.5% at the completion of 25 years of service with the City of Martinez Police Department. These increases shall be cumulative.

**3. DEFERRED COMPENSATION**

The City shall contribute \$65 per month for each Commander into a deferred compensation account maintained by the City.

Effective January 1, 2008, the City will no longer contribute to the deferred compensation account for personnel covered by this plan.

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**  
**SECTION VII - PROFESSIONAL DEVELOPMENT PROGRAM -**  
**EDUCATIONAL - SWORN PERSONNEL**

**1. General Provisions - Sworn**

Each covered member who has applied for and is approved for the program will receive three percent (3%) per month interim salary increase while enrolled in college level courses and pursuing a college or university degree. A member shall be eligible for this interim salary increase only after he/she has completed his/her probationary period. The amount of incentive pay shall be expressed as a dollar amount, equivalent to the applicable percent, as authorized, of the individual eligible employee's base salary, and rounded to the nearest dollar. The employee's base salary for the purpose of this calculation shall consist of the employee's attained salary step.

Any interim educational incentive pay provided to an employee pursuant to the plan shall be considered as an allowance for payroll purposes and this, whenever not in conflict with applicable regulations or laws, would not be subject to inclusion as permanent salary for purposes of retirement or Worker's Compensation Insurance premium calculations or withholding taxes for either the employee or the City.

Upon receiving the degree or an appropriate level certificate issued by the California Commission on Peace Officer Standards and Training (P.O.S.T.), the interim salary increase will be permanently added to the employee's base pay. The employee continues eligibility in the program through the Master's degree level as long as he/she is enrolled in appropriate courses and satisfactorily completes the course requirements with a grade point average of "C" or better.

**2. Eligibility Requirements**

To be eligible for initial or continuing participation in the program, eligible sworn employees must meet the following requirements:

- A. Each applicant must have satisfactorily completed the probationary period and be approved for permanent status.
- B. Applicants must be classified as Commander.
- C. Each member who plans to initiate or continue participation in the program must advise the Chief of Police on the appropriate departmental form of his/her intention by April 1, preceding the fiscal year for which participation is planned.
- D. The members must be enrolled by an accredited or correspondent college or university in a program leading toward an Associate, Bachelor's, or Master's degree.
- E. Courses planned or intended to be taken must be reviewed and approved by the Chief of Police and City Manager prior to their starting date.
- F. Candidates must maintain a grade point of "C" or better.
- G. Each candidate must continue taking courses at a rate and frequency required by the college or

## MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10

university to avoid being dropped from enrollment.

### 3. Program Incentive

Each member who initially participates in the program shall receive three percent (3%) per month as interim salary increase in accordance with the General Provisions beginning the first pay period after enrollment.

Thereafter, the interim allowance will be continued so long as the member remains eligible for the program and is actually engaged in course activities. Upon completion of each degree level required (or equivalent requirements for the A.A. degree for those pursuing Bachelor's degrees), the interim allowance will be added to the permanent base salary for the member, such that upon completion of the Associate, Bachelor, or Master's degrees, or completion of the appropriate P.O.S.T. certificates, members can receive a permanent pay increase of three percent (3%), six percent (6%), and nine percent (9%) per month, respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirements for each level:

- A. Members enrolled in programs leading to the Associate level degree will begin receiving the initial interim pay increase of three percent (3%). The increase will become permanent upon receiving the degree, or meeting equivalents, or completion of requirements for the Intermediate Certificate issued by the California Commission on Peace Officers' Standards and Training (P.O.S.T.).
- B. Similarly, members pursuing a Bachelor's or Master's degree will begin receiving an additional interim pay increase of three percent (3%) except as noted above. The increase will become permanent upon receiving the degree or receipt of the Advanced P.O.S.T. Certificate.
- C. Members who have a Bachelor's degree and have completed the P.O.S.T. Management course shall be eligible for an additional 3%, for a total of 9%, in lieu of a Master's degree; or,
- D. Members pursuing a Master's degree will begin receiving an additional interim pay increase of three percent (3%) while attending approved classes. The increase will become permanent upon receiving a Master's degree.

### 4. Effects of Dropping or Failing Courses

In the event a member finds it necessary or desirable to drop a course or courses that have been approved for the program, the member shall immediately notify the Chief of Police. If the member continues to take other courses sufficient to maintain his/her enrollment, there will be no effect on the interim pay incentive. However, in the event no other approved courses are being taken sufficient to qualify the member for continuation in the program, the interim incentive pay will be discontinued as of the date the course was dropped. Dropping a course for valid reasons, and in accordance with normal school policies, does not jeopardize future eligibility.

In the event a member should receive a failing grade or receive an incomplete grade in one or more courses, but satisfactorily completes another approved course or courses sufficient to continue eligibility, there will be no effect upon the interim incentive pay. However, if the member loses eligibility as a result of a failure

## MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10

or incomplete grade, the interim incentive pay will be stopped immediately for at least one academic period unless the candidate indicates that the course will be retaken in the next academic period along with other approved courses that would qualify for eligibility.

### 5. Responsibilities and Duties

#### A. Member's Responsibilities

Each member participating in the program is responsible for informing the Chief of Police of his/her intentions and plans within prescribed time limits and on the required forms. The member is also responsible to inform the Chief of Police promptly of any changes or events that will affect the member's eligibility. Members are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted to the Chief of Police at the end of each academic period. Keeping in mind that the purpose of the program is to encourage the professional development of the Martinez Police Department, partially through attainment of higher education, each member participating in the program should commit himself/herself to work as quickly as feasible towards completion of the requirements of the degree sought.

#### B. Responsibilities of the Chief of Police

The Chief of Police is responsible for the supervision and direction of the program and for establishing and maintaining adequate records concerning individuals enrolled in the program. The Chief of Police is further responsible to promptly report changes in eligibility for individuals enrolled in the program to the City Manager on the prescribed Personnel Action form.

## SECTION VIII - SPECIAL PROVISIONS

### 1. HEALTH PLAN COSTS TO DEFERRED COMPENSATION

The City shall pay one hundred percent (100%) of its contribution for the single Kaiser Plan into the established International City Management Association Retirement Corporation Deferred Compensation plan for any employee covered by this plan who can demonstrate that they have equivalent health coverage through their spouse or some other source.

### 2. USE OF CITY FACILITIES USE OF CITY FACILITIES

Employees within the bargaining unit shall have use of City park facilities at no charge and have free admission to the Municipal Swimming Pool for employee, spouse, children and/or stepchildren. Employees shall also have free use of the boating ramp facilities upon showing of their identification. Employees would be eligible for a discount of 50% of daycare fees at City operated daycare facilities. (This benefit would apply to the dependent children and dependent grandchildren of City employees. This means the employee is financially responsible for the child. The age limitations of the program apply to the children of City employees).

## MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10

### 3. WAIVER OF NON-RESIDENCY FEES

In order to encourage physical fitness for the sworn personnel covered by this plan, City agrees to waive any special non-residency fees for Leisure Department sports activities.

### 4. EMERGENCY ADVANCE PAYCHECK

The City may provide emergency advance paychecks to permanent employees. Requests must be made to the City Manager who will have discretion of determining whether an emergency exists and whether the emergency advance check shall be issued.

### 5. LAYOFF OF MANAGEMENT EMPLOYEES--30 DAY NOTICE

In the event an employee covered by the Management Compensation Plan is to be laid off, the City will provide a 30-day notice in advance of the date of the layoff.

### 6. MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

The City will pay membership dues for personnel covered by this plan in professional organizations at the national, State, and local levels as directed by the City Manager.

The City will pay for expenses incurred for attendance at conferences of professional organizations in accordance with the City's travel reimbursement program.

### 7. HEALTH CLUB MEMBERSHIP

The City will continue to reimburse employees who belong to a health club at a rate of seventeen dollars and fifty cents (\$17.50) per month. Reimbursement shall be made during the same fiscal year the expenses were incurred, upon submission of a valid receipt of dues paid.

## SECTION IX - MANAGEMENT COMPENSATION POLICY

This section of the management compensation policy shall be effective for the period of January 1, 2006 through and including December 31, 2010, and should remain in effect thereafter until and unless revised by the City Council.

**MANAGEMENT COMPENSATION PLAN – 1/1/06 – 12/31/10**  
**MANAGEMENT COMPENSATION PLAN EMPLOYEE CLASSIFICATIONS**  
**(ALPHABETICAL BY JOB TITLE)**

<b><u>Classification</u></b>	<b><u>Salary Range</u></b>
Accountant	5438-6481
Administrative Secretary (Confidential)	3775-5040
Administrative Services Director	8554-11,311
Assistant Civil Engineer	5847-7181
Assistant Planner	4186-5013
Assistant Water Superintendent	4807-5795
Associate Civil Engineer	6880-8376
Associate Planner	5438-6481
Building Department Director	8554-11,311
City Engineer	8584-10,099
City Planner	6510-7814
Community Development Director	8554-11,311
Chief Building Inspector	6507-8317
Deputy City Clerk (Confidential)	3990-4843
Deputy Community Development Director	7296-10,099
Deputy Director, Parks and Community Services	8584-10,099
Economic Development & Special Projects Director	8584-10,099
Finance Manager	8584-10,099
Information Systems Specialist	5438-6804
Junior Civil Engineer	4216-5124
Management Analyst	5375-6993
Personnel Technician (Confidential)	4369-5311
Planning Technician	3951-4799
Police Commander	6769- 8684
Public Works Superintendent	6507-8317
Recreation Coordinator	3970-4750
Recreation Supervisor	4685-5621
Secretary to City Manager (Confidential)	4369-5311
Senior Citizen Coordinator	3970-4761
Senior Citizen Supervisor	4814-5780
Senior Civil Engineer	7530-8921
Senior Planner	6239-7583
Transportation Manager	8554-11,311
Water Superintendent	5049-6514

Updates as of January 1, 2006

APPENDIX A