



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
May 2, 2012**

TO: Mayor and City Council
FROM: Alan H. Shear, Assistant City Manager
SUBJECT: Management Compensation Plan
DATE: April 25, 2012

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute the Management Compensation Plan (MCP) for the term of January 1, 2011 through June 30, 2015.

BACKGROUND:

The City recently concluded negotiating Memoranda of Understandings with its three recognized labor bargaining groups, the Police Officers Association, Local 324, and the Police Non-Sworn Employees Association. Employees who are not included in one of the three recognized groups are part of the Management Compensation Plan. It is an unrepresented collection of management and confidential employees, both sworn and non-sworn. The majority of the provisions included in the MCP are consistent with the terms agreed upon in the three Memoranda of Understandings with the recognized groups. Specifically, modifications made to health and medical benefits, as well as retirement plan changes that require a contractual amendment need to be consistent among all sworn and non-sworn employees because they are implemented on a citywide basis, not on an employee group basis.

The following are the key provisions to the MCP:

- The term of the plan is from January 1, 2011 through June 30, 2015.
- Retirement – Effective July 1, 2012, newly hired non-sworn employees covered by the MCP shall fall under CalPERS 2% @60 formula; newly hired sworn members covered by the MCP shall fall under the 3% @55 formula with final compensation determined by the average of the highest consecutive thirty-six (36) months of compensation for both categories of employees.

Effective July 1, 2012, sworn employees shall contribute toward the cost of the CalPERS benefit as follows:

July 1, 2012 –	0.5%;
January 1, 2013 –	additional 0.5%
July 1, 2013 –	additional 0.5%
January 1, 2014 –	additional 0.5%
July 1, 2014 –	additional 1.0%
January 1, 2015 –	additional 1.0% for a total of 4%

Effective July 1, 2012, non-sworn employees shall contribute toward the cost of the CalPERS benefit as follows:

July 1, 2012 –	0.5%;
January 1, 2013 –	additional 0.5%
July 1, 2013 –	additional 0.5%
January 1, 2014 –	additional 0.5%
July 1, 2014 –	additional 1.0% for a total of 3%

- Salary – Effective January 1, 2015, the City will increase the base salary of the employees covered under the MCP by two percent (2%).
- Medical Benefits – Plan changes to Kaiser: Non-sworn MCP members shall make the following contributions to the Kaiser medical plan costs:
 - Office Visit \$15
 - Prescription Drugs \$5 Generic/\$15 Brand
 - Emergency Room \$75 (Without being admitted)
 - Hospitalization \$100
- For non-sworn 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 80% of each increase in the premium. The employee will pay 20% of each increase in the premium. These contributions will be cumulative. Employees selecting plans other than Kaiser will receive the same dollar contributions as Kaiser.
- For sworn employees, effective January 1, 2015, the City will pay Seventy-Five percent (75%) of any increase in the Kaiser Bay Area premium. Employees selecting other plans than Kaiser Bay Area shall receive the same dollar contribution as for Kaiser Bay Area.
- In addition, there are a number of changes to and clarifications of provisions as set forth in the attached red-lined version of the plan.

ACTION:

Adopt a resolution authorizing the City Manager to execute the Management Compensation Plan (MCP) for the term of January 1, 2011 through June 30, 2015.

Attachments
Resolution
Management Comp Plan

APPROVED BY:


City Manager

RESOLUTION NO. -12

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
MANAGEMENT COMPENSATION PLAN FOR THE PERIOD
JANUARY 1, 2011 THROUGH JUNE 30, 2015

WHEREAS, the City has three recognized labor bargaining groups;
and

WHEREAS, employees not part of a recognized bargaining group are
covered by the Management Compensation Plan; and

WHEREAS, the Management Compensation Plan is comprised of
management and confidential employees, both sworn and non-sworn;
and

WHEREAS, the provisions of the Plan have been presented to the
City Council of the City of Martinez and have been incorporated
into the Management Compensation Plan attached to this
resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is
authorized to execute the Management Compensation Plan between
the City and Employees covered under the Plan.

* * * * *

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 2nd day
of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANEZ, CITY CLERK
CITY OF MARTINEZ

MANAGEMENT COMPENSATION PLAN



THE CITY OF MARTINEZ

January 1, 2011 THROUGH June 30, 2015

MANAGEMENT COMPENSATION PLAN

(UPDATED 01/17/07)

MCP FINAL EFF.

01/01/1101-01/06

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CITY OF MARTINEZ

MANAGEMENT COMPENSATION PLAN

EFFECTIVE ~~JANUARY 1, 2006~~ JANUARY 1, 2011

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

1.1 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.

1.2. 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

1.33. 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. |

1.44. 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.

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.

MANAGEMENT COMPENSATION PLAN

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.—1.4.1 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 for those employees with superior performance. 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.

1.55. 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.

DIVISION A

NON-SWORN EMPLOYEES

Effective ~~January 1, 2006~~ January 1, 2011 through ~~December 31, 2010~~ June 30, 2015

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

SECTION II - SALARY AND RELATED BENEFITS

2.11. 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.~~

Effective January 1, 2015, all non-sworn MCP personnel shall receive a two percent (2%) increase to base salary.

2.22. 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.

2.33. 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.

2.44. 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

MANAGEMENT COMPENSATION PLAN - ~~1/1/06--12/31/2010~~ 01/01/2011 – 06/30/2015

insurance.

SECTION III - LEAVES, VACATIONS & HOLIDAYS

3.1.1. SICK LEAVE

3.1.1A. 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~~ eighty (80) hours 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, domestic partner, child, stepchild, parents, step-parents, mother-in-law and father-in-law, or other persons living within the employee's household.

3.1.2B. Sick Leave Bonus

Employees covered by this plan who use 32 hours or less in sick leave each fiscal 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 23rd paycheck.

3.1.3C. 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.

3.1.4D. 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 CalPERS the PERS Section 20862.8 of the Government Code -- Credit for Unused Accumulated Sick Leave Upon Service Retirement through PERSTo 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.

3.2 PERSONAL NECESSITY LEAVE

One day (8 hours) per year of sick leave may be used as personal necessity leave by employees covered by this plan. Use of this leave shall be in a minimum of four-hour increments to a total of eight (8) hours within a fiscal year.

3.3.2. 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 23rd paycheck. Department heads will receive ~~10080~~ hours of Administrative Leave and all other management employees will receive ~~8060~~ hours of Administrative

MANAGEMENT COMPENSATION PLAN - ~~1/1/06 - 12/31/2010~~ 01/01/2011 - 06/30/2015

Leave. Department heads may, with City Manager approval, authorize up to an additional 20 hours of leave for individual management ~~s~~ employees who have passed their probationary period, held their current position for a minimum of 12 months of continual service, and 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 e~~ Employees may cash out up to one ~~half~~ quarter of the awarded leave. Beginning January 1, 2014, employees will not be able to cash out any Administrative Leave. All accrued leave will be cashed out to the employee upon separation from the City. It is the responsibility of the individual employee to monitor and track leave accruals and usage to avoid loss of the benefit.

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

3.43. BEREAVEMENT LEAVE

All employees covered by this plan shall be eligible to receive bereavement leave of ~~three (3)~~ four (4) days/shifts to attend the funeral/memorial service 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, domestic partner, mother, father, siblings, children, step-children, father-in-law, mother-in-law, step-father, step-mother, aunt, uncle, niece, nephew, grandfather and grandmother, and grandchildren 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)~~ two (2) days/shifts of bereavement leave if travel involved is within 100 miles of the Martinez City Hall.

Employees may be permitted ~~two (2)~~ three (3) additional days/shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond ~~four~~ three days/shifts set forth in paragraph one 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. 3.5 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.

3.65. CATASTROPHIC LEAVE

City agrees to implement a plan wherein employees of the City may donate portions of their vacation, floating holiday, 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 3.4~~ the Sick Leave provisions of this plan.

3.76. VACATION LEAVE

3.7.1A. Vacation Accumulation

Vacation leave shall be accrued according to the following schedule. A management employee is eligible to

MANAGEMENT COMPENSATION PLAN - ~~1/1/06-12/31/2010~~ 01/01/2011 – 06/30/2015

request vacation leave after six full months of continuous service.

<u>Years of Service With City</u>	<u>No. of Vacation Days Accrued</u>
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~~ eighty (80) hours 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 thirty (30) times their current rate of monthly earnings. City will notify employees of approaching maximum accrual limit at twenty (20) hours below the cap. Employees shall be provided notice no more than twice regarding the impending cap.

3.7.2B. 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 (10th) day of the month to be paid on the twenty-third (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) 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 (2) requests per employee per fiscal year.

3.7.3C. Advance Vacation Paycheck

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

A.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.

B.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.

3.87. 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

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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 (2 1/2 -day) through	<u>December 24</u> through
<u>Christmas Day</u>	<u>December 25</u>
<u>New Year's Eve</u>	<u>December 31</u>
New Year's <u>D</u> ay	January 1

The City will continue the practice of City Hall closure and suspension of non-essential City functions for the period Christmas Eve (PM for one-half day) through New Year's Day holidays. Effective January 1, 2013, these holiday closure days will no longer be designated as holidays except as indicated above. The remaining closure days will be designated as additional float days. The four additional floating holidays of 32 hours shall be granted to employees on the December 23rd paycheck.

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 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 falls 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.

3.8.1A. Floating Holidays

In addition to the holidays listed above, employees covered by this plan shall have an additional four (4) 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 "

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1/1 - 3/31	8	“
4/1 - 6/30	0	“

SECTION IV - BENEFITS AND SPECIAL COMPENSATION

4.14. MEDICAL, DRUG, OPTICAL

City agrees to pay premium for -medical, dental~~prescription~~, 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.~~

For employees hired prior to January 1, 2007, the City will pay one hundred percent (100%) of the premium for medical insurance at the Kaiser rates. Employees selecting plans other than Kaiser will receive the same dollar contribution as for Kaiser. For the 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 eighty five percent (85%) of each increase in the premium. The employee will pay fifteen percent (15%) of each increase in the premium. Effective January 1, 2012, or as soon as administratively feasible, for the 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 eighty percent (80%) of each increase in the premium. The employee will pay twenty percent (20%) of each increase in the premium. These contributions will be cumulative. Employees selecting plans other than Kaiser will receive the same dollar contributions as for Kaiser.

Effective January 1, 2012, or as soon as administratively feasible, employees shall make the following contributions to Kaiser medical plan costs:

<u>Office visit</u>	<u>\$15</u>
<u>Prescription</u>	<u>\$5 Generic / \$15 Brand</u>
<u>ER</u>	<u>\$75 (Without an admit)</u>
<u>Hospitalization</u>	<u>\$100</u>

The City contribution toward medical premium costs will not be made if the employee is absent without pay for more than eighty (80) hours during the calendar month. This provision may not be applicable for employees on FMLA-covered unpaid leave.

4.2 SPECIAL COMPUTER EYE GLASSES

City agrees to reimburse employees for special prescribed computer eye glasses as follows:

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Employees who use a computer for a minimum of three (3) hours on a daily basis are eligible for computer use eye glasses under a cost reimbursement program. Eye examinations and formulation prescriptions are to be conducted at Kaiser Foundation Hospitals.

The City will provide reimbursement for computer eye glasses on the following basis:

<u>Lens only</u>	<u>\$ 45 single lens/ \$70 bifocal</u>
<u>Glare-reducing tint</u>	<u>20</u>
<u>Basic frame</u>	<u>35</u>
<u>Totals</u>	<u>\$100 single lens/ \$125 bifocal</u>

Eye examinations for Kaiser Health plan members are made without charge. City will reimburse an additional Fifty Dollars (\$50) to non-Kaiser member employees who require an eye examination. Employees may upgrade eyeglass frames or add other features at their own expense. City agrees to provide this benefit on a bi-annual basis (every 24 months). Employees should present the bill to the Personnel office for reimbursement.

4.32. DENTAL

4.3.1A. Basic Plan

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

4.3.2B. 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 Four Thousand Dollar (\$4,000) individual orthodontic lifetime benefit on an 80%/20% co-payment program.

4.43. 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 sixty (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 Thirty Seven Hundred Fifty (\$3,750) per month.

4.54. 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 Two Hundred Thousand (\$200,000).

4.6 5. CALIFORNIA PUBLIC EMPLOYEES' P.E.R.S. RETIREMENT SYSTEM BENEFITS

Employees are covered by the following California Public Employees Retirement System (CalPERS) contractual benefits:

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A. 2% @55 Benefit Formula (Current employees). Effective January 1, 2012 or as soon as possible thereafter, new employees hired after the formula change shall be covered by the 2% @60 retirement formula. This change shall be contingent upon all other City of Martinez CalPERS miscellaneous members also changing to this formula.

B. Single Highest Year - Highest consecutive 12-months compensation retirement benefit. (Current employees). Effective January 1, 2012 or as soon as possible thereafter, new employees hired on or after the effective date shall be covered by the benefit calculation based on the highest consecutive thirty-six (36) months of compensation.

C. Military service Credit. Service eligible as public service for retirement benefit.

D. Employer Paid Member Contribution (EPMC). Any amount that the City pays for the employee's normal member contribution as Employer Paid Member Contributions (EPMC) shall be reported to PERS as compensation for all employees. The City pays the seven percent (7%) normal member contribution for employees. Effective July 1, 2012, employees shall contribute toward the CalPERS Employee contribution as follows:

<u>July 1, 2012</u>	<u>0.5%;</u>
<u>January 1, 2013</u>	<u>additional 0.5%;</u>
<u>July 1, 2013</u>	<u>additional 0.5%;</u>
<u>January 1, 2014</u>	<u>additional 0.5%; and</u>
<u>July 1, 2014</u>	<u>additional 1.0%</u>

E. 1959 Survivor Benefit. The benefit includes Level III 1959 Survivor Benefit for the families of employees covered by this plan who die prior to retirement, in accordance with the terms set forth in the retirement code.

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.).~~

D. Single Highest Year

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

4.76. RETIREMENT HEALTH BENEFIT

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

Contributions shall be available only to those employees who do not have a comparable plan available from another source, i.e., other employment.

~~Contributions~~ **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%

Benefit shall terminate upon death of retired employee.

4.87. 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.

4.98. 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.

4.109. 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. American Sign Language (ASL) shall be included in the definition of a language. The City shall determine the languages eligible for bilingual pay.

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:

- A.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).
- B.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.
- C.3. If the employee successfully completes the examination, Personnel staff shall prepare the appropriate Personnel Action Form to initiate bilingual pay.
- D.4. Those employees who do not pass the testing procedure may submit a request to be re-tested after three (3) months.

SECTION V - COMPENSATORY TIME

5.11. 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.

5.22. 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 (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) 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. CTO buy-back will be paid on the employee's regular check and not as a separately issued check.

5.3 Compensatory Time Usage and Buy-Back Upon Appointment to Exempt Status Position

If an employee has been appointed to an FLSA Exempt job classification covered by this plan and has Compensatory Time accruals earned in an FLSA Non-Exempt job classification previously held, the employee will be permitted to retain the accrual balance and utilize the hours of leave within the new appointment. However, should the employee wish to request CTO buy-back consistent with the terms

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of CTO buy-back contained within the MCP at the time of the new appointment, or at some later date, the hourly rate paid will be the hourly rate prior to the new appointment.

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 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.~~

General Provisions

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

- A. Tuition, registration fees, required books and supplies and mileage to a maximum of \$1000/employee/year

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B. 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.

Employees 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.

Reimbursement 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

7.11. 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.

7.22. USE OF CITY FACILITIES

Employees covered by this plan~~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, dependent children and/or dependent 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).

7.33. HEALTH CLUB MEMBERSHIP

City agrees to reimburse employees up to \$17.50~~\$25.00~~ 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~~

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~~the City Manager who will have discretion of determining whether an emergency exists and whether the emergency advance check shall be issued.~~

7.45. 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.

7.56. 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.

7.67. 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. 7.7 FLEXIBLE STAFFING ENGINEERS/PLANNERS/MANAGEMENT ANALYSTS
~~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 recommendation of the Department Head and approval by the City Manager, a person occupying the Assistant Engineer classification may be allowed to flex to Associate Civil Engineer after two (2) years of service and with satisfactory performance evaluations, if the person meets all minimum requirements for the higher classification.

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.

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~~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.~~

~~7.8C. VOLUNTARY TIME OFF POLICY~~ 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.

~~7.9E. FLEX TIME PROGRAM~~ 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~~ January 1, 2011 through ~~December 31, 2010~~ June 30, 2015, and should remain in effect thereafter until and unless revised by the City Council.

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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 Captain, Police Commander, and Police Lieutenant.

SECTION II - SALARY AND RELATED BENEFITS

2.11. SALARY

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

2.22. AUTOMOBILE ASSIGNMENT AND MILEAGE

City-owned vehicles shall be assigned to the Police Captains and 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.

2.3 LIEUTENANTS' OVERTIME

It is recognized that sworn employees working in the classification of Lieutenant are frequently required to work outside and beyond their normal hours. The City will develop a policy whereby, beginning January 1, 2013, this classification is eligible for compensation at a rate of one and one-half (1 ½) times the base hourly rate for those hours worked in a command/supervisory role during the cases of an emergency or other special circumstances.

SECTION III - LEAVES, VACATIONS & HOLIDAYS

3.11. SICK LEAVE

3.1.1A. 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, ~~or~~ injury, ~~or death~~, ~~either~~ to the employee or to any immediate member of the employee's family or in the event of a death of an employee's immediate family member. The immediate family shall be defined as spouse, domestic partner, child, stepchild, parents, step-parents, mother-in-law and father-in-law, or other persons living within the employee's household.

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3.1.2B. Sick Leave Bonus

Employees covered by this plan that use thirty two (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 23rd paycheck.

3.1.3C. 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.

3.1.4D. 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.

3.2 PERSONAL NECESSITY LEAVE

One day (8 hours) per year of sick leave may be used as personal necessity leave by employees covered by this plan. Use of this leave shall be in a minimum of four-hour increments to a total of eight (8) hours within a fiscal year.

3.32. ADMINISTRATIVE LEAVE

Administrative Leave will be awarded to Police Captains, Police Commanders, and Police Lieutenants ~~in lieu of overtime~~. Administrative Leave will be awarded on a calendar year basis and will appear on the January 23rd paycheck. New employees will receive a pro-rated award based on the month in which they were hired. Beginning January 1, 2013 ~~The Police Captains and~~ Police Commanders will receive one hundred (100) ~~80~~ hours of Administrative Leave per year and ~~Police Lieutenants will receive forty (40) hours of Administrative Leave per year.~~ —The leave may not be carried over to the next year, ~~but~~ Employees may cash out up to one-half quarter of the awarded leave. Effective January 1, 2014, employees will not be able to cash out any Administrative Leave. All accrued leave will be cashed out to the employee upon separation from the City. It is the responsibility of the individual employee to monitor and track leave accruals and usage to avoid loss of the benefit.

3.43. BEREAVEMENT LEAVE

All employees covered by this plan shall be eligible to receive bereavement leave of three (3) days or three (3) shifts to attend the funeral/memorial service or make emergency family arrangements in the case of a death in the immediate family. Immediate family shall include ~~wife, husbandspouse, domestic partner, mother, fatherparent, sister, brothersibling,~~ children, father-in-law, mother-in-law, ~~stepchild, stepfather, stepmother,~~ aunt, uncle, niece, nephew, grandfather, and grandmothergrandparent, or grandchild 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 (2) additional days/shifts for bereavement leave under extremely difficult

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or emergency conditions. Any bereavement leave beyond three (3) 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.

3.54. MATERNITY LEAVE

Employees covered by the plan may take leave for maternity and child bonding in ~~accordance~~ ~~with~~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. In the absence of available FMLA, employees may use up to four (4) weeks of accrued sick leave for the purpose of child bonding provided the leave is within six (6) months of the birth or adoption of a child.

3.65. CATASTROPHIC LEAVE

City agrees to implement a plan wherein employees of the City may donate portions of their vacation, floating holiday, 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.~~ the Sick Leave provisions of this plan.

3.76. VACATION LEAVE

3.7.1A. 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.

<u>Years of Service With City</u>	<u>No. of Vacation Days Accrued</u>
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 ~~thirty (30)~~twenty-four (24) times their current rate of monthly earnings.

3.7.2B. 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 (10th) day of the

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month to be paid on the twenty-third (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) 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.

3.7.3C. Advance Vacation Paycheck

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

A.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.

B.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.

3.87. HOLIDAYS

Sworn personnel shall observe the following holidays:

<u>Holiday</u>	<u>Date Observed</u>
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.

3.8.1A. Holiday Pay - Sworn Personnel

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

SECTION IV - BENEFITS AND COMPENSATION

4.11. MEDICAL, DRUG, OPTICAL

The employees covered by this plan document are covered under the California Public Employees Retirement System (CalPERS) Health Plan.

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

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

Effective January 1st 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 Bay Area premium.

Effective January 1, 2015, the City will pay Seventy-Five percent (75%) of any increase in the Kaiser Bay Area premium. Employees selecting other plans than Kaiser Bay Area shall receive the same dollar contribution as for Kaiser Bay Area.

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.

The City contribution toward medical premium costs will not be made if the employee is absent without pay for more than ten (10) days during a calendar month.

~~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 as soon as such a plan option becomes available.

4.22. DENTAL

4.2.1A-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 Twenty Five Hundred dollar (\$2,500) basic benefit program with ~~no annual deductible. Effective January 1, 2008, the dental plan will be modified to require~~ a \$50 per person/\$150 per family 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~~

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~~4.2.2B.~~ **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 Four Thousand dollar (\$4,000) orthodontic lifetime benefit on an 80%/20% co-payment program.

4.33. 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 state and federal law and standard procedures covering dependents.

4.44. LONG TERM DISABILITY INSURANCE

Employees covered under this plan document are covered through a Long Term Disability plan offered by the Peace Officers Research Association of California (PORAC). ~~The City increased the monthly salary of each employee covered by this plan document by Nineteen Dollars and Fifty Cents (\$19.50). Thereafter, e~~Each employee shall be responsible for payment of the LTD premium through payroll deduction. At any time during the term of this agreement, the Martinez Police Officers' Association, at its sole option and cost, may increase the benefit level of the PORAC LTD plan.

4.55. 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.

4.66. P.E.R.S.-CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM BENEFITS

The City will provide, through the California Public Employees' Retirement System (CalPERS) the following benefits:

- A. Benefit Formula - threetwo** percent (32%) 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%.~~

Effective upon the earliest implementation date following Council approval of this plan, newly hired sworn employees covered by this plan shall be covered by the CalPERS 3% @ 55 formula with final

MANAGEMENT COMPENSATION PLAN – 1/1/1106 – 12/31/106/30/15 compensation determined by the average of the highest thirty-six (36) consecutive months compensation.

Each employee's benefit level at retirement shall be determined in compliance with the CalPERS regulations.

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

Effective July 1, 2012, employees shall contribute toward the CalPERS *Employer contribution rate as follows:

<u>July 1, 2012</u>	<u>0.5%;</u>
<u>January 1, 2013</u>	<u>additional 0.5%;</u>
<u>July 1, 2013</u>	<u>additional 0.5%;</u>
<u>January 1, 2014</u>	<u>additional 0.5%;</u>
<u>July 1, 2014</u>	<u>additional 1.0%; and</u>
<u>January 1, 2015</u>	<u>additional 1.0% , for a total of 4%.</u>

*If, during the term of this Agreement, at the State level, employees are required to pay any new amount toward employer/employee retirement contributions, the above employee contribution amounts toward the employer retirement benefit cost shall be applied toward such State-mandated new contribution.

C. 1959 Survivors' Benefit for Sworn Personnel

City agrees to ~~upgrade the amendment as contained in~~ maintain the Public Employees' Retirement System contract provision 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 IV4 for the families of sworn personnel who die prior to retirement, in accordance with terms set forth in the code.

D. PERS - Credit for Unused Sick Leave Upon Service Retirement

City agrees to maintain the PERS contracts provision, ~~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.

4.77. 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 the benefits and compensation section of this MCPSection IV #1. Benefit shall cover retired employee and dependents.

SECTION V - COMPENSATORY TIME

MANAGEMENT COMPENSATION PLAN – 1/1/~~1106~~ – ~~12/31/106~~30/15

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.~~

5.12. 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 (23rd) paycheck and by the twenty-fifth (25th) day of the month to be paid on the seventh (7th) 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. CTO buy-back will be paid on the employee's regular check and not as a separately issued check.

5.2 Compensatory Time Usage and Buy-Back Upon Appointment to Exempt Status Position

If an employee has been appointed to an FLSA Exempt job classification covered by this plan and has Compensatory Time accruals earned in an FLSA Non-Exempt job classification previously held, the employee will be permitted to retain the accrual balance and utilize the hours of leave within the new appointment. However, should the employee wish to request CTO buy-back consistent with the terms of CTO buy-back contained within the MCP at the time of the new appointment, or at some later date, the hourly rate paid will be the hourly rate prior to the new appointment.

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

6.14. 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. For each year of this agreement, the City will issue each sworn employee a voucher for Two Hundred Twenty Five Dollars (\$225.00) for uniform replacement and will pay for required safety equipment and replace/repair, at no cost to the sworn employee, uniforms and/or issued equipment damaged in the course and scope of employment.~~

6.22. 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. The Longevity Pay percentages as stated in this section will not be compounded upon themselves: each percent increase will be applied to base pay.

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

Employees may contribute into a deferred compensation account maintained by the City and in accordance with plan rules.

**SECTION VII - PROFESSIONAL DEVELOPMENT PROGRAM -
EDUCATIONAL - SWORN PERSONNEL**

7.11. 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.

7.22. 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~~regular status.
- B. Applicants must be classified as Captain, Commander, or Lieutenant.
- 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.

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- 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 university to avoid being dropped from enrollment.

7.33. 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.

7.44. 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.

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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 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.

7.55. Responsibilities and Duties

A. ~~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

8.11. 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.

8.22. USE OF CITY FACILITIES USE OF CITY FACILITIES

Employees ~~covered by this plan 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, dependent children and/or dependent 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

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employees. This means the employee is financially responsible for the child. The age limitations of the program apply to the children of City employees).

8.33. 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~~Recreation 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.~~

8.45. 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.

8.56. 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.

8.67. HEALTH CLUB MEMBERSHIP

The City will continue to reimburse employees who belong to a health club at a rate of up to seventeen dollars and fifty cents (\$17.50) twenty five dollars (\$25.00) 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~~ January 1, 2011 through and including ~~December 31, 2010~~ June 30, 2015, and should remain in effect thereafter until and unless revised by the City Council.

**MANAGEMENT COMPENSATION PLAN EMPLOYEE CLASSIFICATIONS
(ALPHABETICAL BY JOB TITLE)**

<u>Classification</u>	<u>Salary Range</u>
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

MANAGEMENT COMPENSATION PLAN – 1/1/~~1106~~ – ~~12/31/106~~/30/15

SALARY SCHEDULE – APPENDIX A

<u>Job Classification</u>	<u>Salary Range</u>	
Accountant	6,056.00	7,217.00
Administrative Secretary (Confidential)	4,203.00	5,612.00
Assistant City Manager	10,476.00	13,853.00
Assistant Civil Engineer	6,511.00	7,996.00
Assistant Planner	4,661.00	5,581.00
Assistant Water Superintendent	6,056.00	7,576.00
Associate Civil Engineer	7,661.00	9,326.00
Associate Planner	6,056.00	7,217.00
Chief Building Inspector	7,245.00	9,260.00
City Engineer	9,558.00	11,244.00
City Planner	7,248.00	8,700.00
Deputy City Clerk (Confidential)	4,442.00	5,393.00
Deputy Public Works Director	9,558.00	11,244.00
Director of Public Works	10,476.00	13,853.00
Economic Development Director	9,558.00	11,244.00
Finance Manager	9,558.00	11,244.00
Information Systems Specialist	6,056.00	7,576.00
Information Technology Administrator	7,992.00	9,920.00
Junior Civil Engineer	4,694.00	5,705.00
Management Analyst	5,985.00	7,787.00
Personnel Technician (Confidential)	4,864.00	5,913.00
Planning Manager	8,123.00	11,244.00

MANAGEMENT COMPENSATION PLAN – 1/1/~~1106~~ – ~~12/31/106~~30/15

SALARY SCHEDULE – APPENDIX A

Planning Technician	4,399.00	-	5,343.00
Police Captain	7,537.00	-	9,670.00
Police Commander	7,537.00	-	9,670.00
Police Lieutenant	6,912.00	-	8,640.00
Public Works Superintendent	7,245.00	-	9,260.00
Recreation Coordinator	4,421.00	-	5,289.00
Recreation Supervisor	5,216.00	-	6,258.00
Secretary to City Manager (Confidential)	4,864.00	-	5,913.00
Senior Citizen Coordinator	4,421.00	-	5,301.00
Senior Citizen Supervisor	5,360.00	-	6,435.00
Senior Civil Engineer	8,384.00	-	9,932.00
Senior Planner	6,946.00	-	8,444.00
Senior Management Analyst	7,139.00	-	9,115.00
Water Superintendent	7,245.00	-	9,260.00