

## **Tentative Agreement**

*The City of Salinas and Confidential Management Personnel tentatively agree to the following changes to the existing Compensation Plan.*

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### **SECTION 1 - PREAMBLE**

This Compensation Plan applies to the following Confidential Management Personnel job classifications: Assistant City Manager, Assistant City Attorney, Senior Human Resources Analyst~~Officer~~, Senior Deputy City Attorney, Assistant Finance Director, City Clerk, Deputy City Attorney II, Accounting Manager, Human Resources Analyst II, ~~and~~ Human Resources Analyst I, and Community Relations Manager.

### **SECTION 2 - PAY RATES AND PRACTICES**

#### **A. Wages**

~~Employees will receive a two and a half percent (2.5%) increase on the salary schedule effective with the payroll period inclusive of January 1, 2017.~~

~~Employees will receive a two and a half percent (2.5%) increase on the salary schedule effective with the payroll period inclusive of January 1, 2018.~~

~~Employees will receive a two and a half percent (2.5%) increase on the salary schedule effective with the payroll period inclusive of January 1, 2019.~~

~~Confidential Management Personnel shall receive a one-time \$1,000 off salary schedule payment on or about January 11, 2017.~~

Effective for the term of this Compensation Plan, base salaries will be increased as follows:

1. Two and a quarter percent (2.25%) effective in the first full pay period following Council approval of this Compensation Plan.

2. Two and a quarter percent (2.25%) effective in the first full pay period of January 2021.

3. Two and a quarter percent (2.25%) effective in the first full pay period of January 2022.

#### **B. Bilingual Premium**

A premium of five percent (5%) of base salary shall be paid to an employee routinely and consistently assigned by management to speak and use a language other than English in the course of the employee's duties before January 1, 2017; this 5% premium is grandfathered for employees receiving such premium before January 1, 2017. An employee who is awarded bilingual pay on or after January 1, 2017, will be paid \$75 per

pay period. This section is subject to administrative direction.

**C. Longevity Pay**

Employees who have attained twenty (20) years of service with the City of Salinas shall receive a longevity pay incentive of an additional five percent (5%) base salary in recognition of their time in service.

**D. Educational Achievement Pay**

1. The City will compensate any employee who holds a bachelor's degree from an accredited college or university with a two and one-half percent (2½%) incentive pay to base salary.
2. The City will compensate any employee who holds a graduate degree from an accredited college or university, that is determined to be job-related by the Department Director, with a two and one-half percent (2½%) incentive pay to base salary.

**E. Division Head Premium Pay**

The City will compensate any employee who is a Division Head, with duties that include management of day to day operations and supervision of employees in the Division, with a two and one-half (2½%) premium pay above base salary.

**F. Residency Stipend**

Employees who maintain their legal residence within the corporate limits of the City of Salinas shall receive a \$200/month residency stipend payable on a biweekly basis.

**G. Temporary Upgrade Pay**

An employee who is assigned by the Department Director to perform all the duties of a vacant position in a higher classification for a limited duration (up to 960 hours each fiscal year), while relieved of the duties of the employee's current position, shall receive temporary upgrade pay while performing those duties. Such pay shall start on the first day of assignment and amount to ten percent (10%) of the employee's base rate of pay. Request for temporary upgrade pay must be submitted within the pay period in which the assignment was worked.

**SECTION 3 - BENEFITS**

**A. Health, Dental, and Vision Plans**

1. Health Premiums ~~for Regular, Full-Time Employees~~

- a. ~~a. Beginning in the first full pay period of December 2019~~ Throughout 2017, the City will pay 95% of the full amount of premiums for the health plan that the employee has selected (up to 95% of the cost of the premiums for the PERS Choice health plan), ~~and the full amount of premiums for dental and vision plans, for the employee and eligible dependents, for regular, full-time employees (budgeted to work 40 hours per workweek). The employee shall pay for premium costs above the City contribution through payroll deductions; provided that, if the employee is enrolled in the PERS Choice plan, the employee's contribution will not exceed the following amounts:~~
- ~~i. For employees receiving employee coverage only: \$25.00~~
  - ~~ii. For employees receiving coverage for the employee and one dependent: \$50.00~~
  - ~~iii. For employees receiving coverage for the employee and two or more dependents: \$75.00~~
- b. Effective beginning in ~~January 2018~~ the first full pay period following Council approval of this Compensation Plan, the City will contribute toward monthly health benefits premiums in an amount equal to 95% of ~~the PERS Choice health plan premium~~, for the plan and level of coverage the employee has selected for the employee and eligible dependents, up to 95% of the PERS Choice health plan premium, for employees working in regular, full-time positions. The employee shall pay for premium costs above the City contribution through payroll deductions. ~~The City will continue to pay the full amount of premiums for dental and vision benefits for regular, full-time employees and eligible dependents.~~

2. Dental and Vision Premiums for Regular, Part Time Employees (Employee Only Coverage)

The City will continue to pay the full amount of premiums for dental and vision benefits for regular, full-time employees and eligible dependents. ~~The City will contribute toward monthly health benefits premiums in an amount equal to 95% of the PERS Choice health plan premium, and will continue to pay the full amount of the premiums for dental and vision plans, for coverage for the employee only, for employees working in budgeted regular, part-time positions. The employee shall pay for premium costs above the City contribution through payroll deductions.~~

3. Opting Out

The City contribution to the Cafeteria Benefit Plan shall be \$684.11 per month for employees who elect to opt out of the City's health, dental, and vision insurance coverage and provide proof to Human Resources of other coverage that meets any requirements of the Affordable Care Act ("ACA").

**B. Long Term Disability**

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60% - No maximum monthly benefit program.

**C. Life Insurance**

The City shall provide term life insurance in an amount equal to the employee's annualized base salary or a \$50,000 policy, whichever is greater, for each Confidential Management employee.

**D. Management Leave**

Subject to administrative direction, management benefits shall include one hundred and thirty (130) hours of management leave per year in 2020. Effective in January 2021, no additional management leave will accrue.

**E. Retirement Benefits**

1. New York Life Participants

Effective for the term of this Compensation Plan, employees enrolled in the City's New York Life Retirement Program shall pay four and one-half percent (4½%) of salary as the employee-paid contribution.

Effective June 1, 2001, the New York Life Retirement Program shall be amended to provide for a retirement benefit based on single highest year compensation.

Subject to the majority vote of all New York Life Retirement Program active participants, the NYL Retirement Program will be amended to a two percent (2%) at age fifty-five (55) benefit and employee-paid contribution increasing from the current four and one-half (4½%) percent to seven (7%) percent.

2. CalPERS Classic Employees

Effective for this term of this Compensation Plan, classic employees enrolled in the California Public Employees' Retirement System (PERS) shall pay seven percent (7%) as the employee-paid contribution.

The PERS Retirement Benefit for classic employees provides for the two percent (2%) at age fifty-five (55) retirement formula based on single highest year compensation.

3. CalPERS New Members

The formulas above do not apply to persons who are defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"). New members are subject to all applicable PEPRA provisions, including the 2% at age 62 formula. Each new member will contribute 50% of the normal cost of his/her benefit as determined by CalPERS.

**F. Physical Fitness/Wellness Program**

~~1. Effective for costs each calendar year, City will provide fifty percent (50%) reimbursement to employees for actual costs of participation in health club memberships for employee only, subject to the following conditions:~~

- ~~• Health clubs must be in the City of Salinas~~
- ~~• Reimbursement shall not exceed \$500 per calendar year, per employee~~
- ~~• Reimbursement shall be made once a year during the month of January and requires submission of actual receipts~~

~~2. Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program dated June 9, 1995, administered through Hartnell College. Payment of a fitness premium shall be made thirty (30) days after the completing of the testing process as follows:~~

<del>Level 4</del>	<del>\$500</del>
<del>Level 5</del>	<del>\$750</del>
<del>Level 6</del>	<del>\$1,000</del>

**G. At-Will Employees**

Confidential Management Personnel designated as “at-will employees” by the City Code shall receive a life insurance benefit of \$100,000 and twenty (20) additional hours of annual management leave, in recognition of their at-will employment status.

**H. Professional Development**

An employee shall be allowed up to one thousand dollars (\$1000) per fiscal year for professional development expenses on a reimbursement basis and with prior approval by the Department for:

1. Academic courses of study, seminars, workshops, conferences, training, software, hardware and associated expenses directly related to the employee's profession.
2. Professional memberships, subscriptions, publications and books directly related to the employee's profession.

**I. Retirement Health Savings Plan**

The City and Association shall review alternatives for the provision of an employee funded Retiree Health Savings Plan. The City shall institute a qualified plan for the Association membership if requested to do so. The City shall not participate financially in any funding of the Plan.

**SECTION 4 - LEAVE PROVISIONS**

**A. Holidays (8 hours per day)**

1. <b>Fixed Holidays</b>	<b>Date</b>
New Year's Day	January 1
Martin Luther King	Third Monday in January
Lincoln's Birthday	February 12
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

2. Two (2) floating holidays per year for 2020. Effective in January 2021, no floating holidays will accrue.
3. Every day appointed by the President or Governor for a public day of mourning, thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.

**B. Annual Leave**

1. Annual Leave shall be as provided in the Personnel Manual and accrues in the following amounts. Benefit is calculated at 8-hour day.

1st through 5th year	22 days per year	176 hours per year
6th through 10th year	27 days per year	216 hours per year
11th through 15th year	29 days per year	232 hours per year
16th through 17th year	30 days per year	240 hours per year
18th through 19th year	31 days per year	248 hours per year
20th through 24th year	32 days per year	256 hours per year
25th through retirement	33 days per year	264 hours per year

2. Effective in January 2021, Annual Leave will accrue incrementally over the course of a year as provided below.

<u>1st through 5th year</u>	<u>278 hours per year</u>
<u>6th through 10th year</u>	<u>318 hours per year</u>
<u>11th through 15th year</u>	<u>334 hours per year</u>
<u>16th through 17th year</u>	<u>342 hours per year</u>
<u>18th through 19th year</u>	<u>350 hours per year</u>
<u>20th through 24th year</u>	<u>358 hours per year</u>
<u>25th through retirement</u>	<u>366 hours per year</u>

Effective in January 2022, the maximum annual leave accrual cap per employee shall be 732 hours. An employee who reaches the maximum annual leave accrual cap will not accrue additional annual leave until the annual leave balance is below the maximum accrual cap. Employees may cash out up to 80 hours of accrued annual leave per calendar year during employment; any additional

accrued unused annual leave will be paid at separation.

**C. Bereavement Leave**

Confidential Management Personnel shall be entitled to four (4) days of leave with pay for a death in the family. Up to five (5) days of leave with pay may be authorized to an employee who travels out of the state to attend the funeral or memorial service of the deceased family member. All provisions of the Personnel Manual regarding Bereavement Leave shall apply. Registered Domestic Partners will be recognized.

Family member includes:

Husband	Mother-in-Law	Grandparent
Wife	Father-in-Law	Grandchild
Father	Sister-in-Law	Legal Guardian
Mother	Brother-in-Law	Aunt
Child	Step-Child	Uncle
Brother	Step-Father	Step Brother/Sister
Sister	Step-Mother	Step Father-in-Law
		Step Mother-in-Law

**D. Family & Medical Leave**

In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the City of Salinas Family & Medical Leave Policy is detailed in the Administrative Memorandum 94-1, as amended.

**SECTION 5 - WORKING CONDITIONS**

**A. Grievance/Disciplinary Action Appeals Procedure**

The Grievance/Disciplinary Action Appeals Procedure for Confidential Management Personnel is set forth in the Personnel Manual. No employee shall suffer retaliation resultant from use of this procedure.

**B. Flex-Time Program**

The City shall maintain a flex-time program in which Confidential Management Personnel can participate. Individual participation in the program will be subject to the review and approval of the Department Director. The flex-time program shall be limited to flexing hours within each pay period~~workweek~~.

**C. ~~Emergency Call Back~~**

~~When an employee is called back to work on other than a scheduled basis, such employee shall be compensated at straight time for the hours worked, but in no event for less than two (2) hours and no more than eight (8) hours per twenty-four (24) hour work period. Compensation for emergency call back shall be provided only for hours worked in addition to the employee's normal work~~

~~schedule.~~

**SECTION 6 - TERM**

The term of this Compensation Plan shall commence January 1, 20~~2017~~, and shall expire December 31, 20~~22~~~~19~~, except as otherwise provided in this Plan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patricia Barajas  
President, Confidential Management Personnel

Dated: \_\_\_\_\_

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Donna M. Williamson  
Attorney for City of Salinas