

COMPENSATION PLAN FOR
CONFIDENTIAL MANAGEMENT PERSONNEL
CITY OF SALINAS

~~April 28, 2009~~
July 1, 2011 -
December 31, 2015

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- A. Job Classification - Salary Schedule**
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COMPENSATION PLAN FOR
CONFIDENTIAL MANAGEMENT PERSONNEL

SECTION 1 - PREAMBLE

(Not applicable)

SECTION 2 - NO ABROGATION OF RIGHTS

(Not applicable)

SECTION 3 - PAST PRACTICES

(Not applicable)

SECTION 4-NO DISCRIMINATION

(Not applicable)

SECTION 5 - RECOGNITION MATTERS

(Not applicable)

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

Employees will receive a four percent (4%) or eight (8) ranges increase on the salary schedule effective with the payroll period inclusive of ~~December 1, 2011~~ December 1, 2013.

Employees will receive a four percent (4%) or eight (8) ranges increase on the salary schedule effective with the payroll period inclusive of ~~January 1, 2013~~ January 1, 2015.

The City agrees that it will not layoff bargaining unit members during the first six months of the 2011 – 2012 fiscal year.

B. Work Schedule Change

Effective July 1, 2009 the work schedule will change to a 36 hour workweek. This schedule will remain in effect as determined by the City of Salinas. While this work schedule is in effect, members of this bargaining unit will receive compensatory increases provided to other employee groups. This provision excludes compensatory increases that are already contracted with other

groups, restoration of benefits previously surrendered by other groups, and increases that are mandated through binding arbitration. For purposes of health and welfare benefits, a 36 hour work week will be considered full-time employment and qualify for benefits under section 7.

C. Bilingual Pay

A premium of five percent (5%) of base salary shall be paid to an employee assigned by management to speak and use a language other than English in the course of the employee's duties. This section is subject to administrative direction.

D. Confidential Status Premium Pay

Effective January 1, 1996, the base salary for Confidential Management employees will include an additional two and one half (2.5%) percent in recognition of their confidential status.

E. Longevity Pay

Effective with the payroll inclusive of January 1, 2008, employees who have attained twenty (20) years of service with the City of Salinas shall permanently receive a longevity pay incentive of an additional five percent (5%) base salary in recognition of their time in service.

F. Educational Achievement Pay (Effective January 1, 2008)

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 (2 ½%) 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 (2 ½%) incentive pay to base salary.

G. Division Head Premium Pay

The City will compensate any employee who has the responsibility to be a Division Head that includes, day to day operations and supervision of employees in the Division, with a two and one-half (2 ½%) premium pay above base salary.

H. 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.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Plan

1. Premiums:

- a. The City will pay the full amount of premiums for PERS Choice health, dental and vision plan for employee and eligible dependents for full time employees (40 hours per week).
- b. The City will pay the full amount of premiums for PERS Choice health, dental and vision for the employee only for employees working in full-time positions who request and are granted the ability to work less than full time hours.
- c. The City will pay the full amount of premiums for PERS Choice health, dental and vision for the employee only for employees working in budgeted permanent part-time positions.

The City contribution to the Cafeteria Benefit Plan shall be \$684.11 per month for participants who elect to participate in the Cafeteria Benefit Plan.

Effective January 1, 2004, employees may withdraw from the Cafeteria Benefit Plan Program and participate in the City's Paid Health Insurance Program. If an employee elects to do so, the City shall contribute the full amount of the premiums for PERSChoice coverage for employee and eligible dependents. The City will also continue with the full amount of premiums paid for current supplementary dental and vision plan available to City employees and eligible dependents. If an employee withdraws from the Cafeteria Benefit Plan, the employee may not return to that Plan.

B. Biennial Physical Examination

The City will provide a Confidential Management Employee with a physical examination for preventive health measures. The employee shall be eligible for the first such physical twenty-four (24) months from the date of regular hire and every twenty-four (24) months thereafter while he or she remains in regular employ. Employees forty (40) years of age or older shall be eligible for a physical examination every eighteen (18) months.

The City will pay for usual and customary costs for the biennial office exam and for the normal associated lab work as outlined in the biennial medical exam form for the employee's occupation.

Additional testing or examination resulting from abnormal findings of the biennial exam shall be submitted by the employee to the employee's medical plan and coverage will be subject to the terms of the medical plan. When the employee is in an occupation requiring additional testing or examination because of legislation or a court of competent jurisdiction determination, coverage for such testing/examination will be provided under the biennial exam.

C. 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.

D. 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.

E. Management Leave

Subject to administrative direction, management benefits shall include one hundred and thirty (130) hours of management leave per year.

F. Retirement Benefits

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 (4 1/2%) of salary as the employee-paid contribution.

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

Effective June 1, 2001, the PERS Retirement Benefit shall be amended to provide for the two (2%) percent at age fifty-five (55) retirement formula based on single highest year compensation.

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 (2%) percent at age fifty-five (55) benefit and employee-paid contribution increasing from the current four and one-half (4 1/2%) percent to seven (7%) percent.

G. Early Retirement Incentive

Twenty-four (24) months of health insurance, with premium paid by the City, will be provided to any member who qualifies for a normal or early retirement, as defined by the retirement plan, and elects to retire prior to January 31, 2010. The maximum health insurance (to include medical, dental and vision) payment amount available will be PERSChoice at employee +1 dependent.

H. 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:

Level 4	\$ 500
Level 5	\$ 750
Level 6	\$1,000

I. 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 management leave, in recognition of their at will employment status.

J. 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

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

K. 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 8 - LEAVE PROVISIONS

A. Holidays (8 hours per day)

- | 1. Fixed Holidays | Date |
|---------------------------|-----------------------------|
| 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.
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

Annual Leave shall be as provided in Section 11.3 of the February 1, 1988 edition, as amended, of the Personnel Rules and Regulations. *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

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 of the deceased family member. All provisions of the Personnel Rules and Regulations regarding Bereavement Leave (Section 11.8) 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, effective February 1, 1994.

SECTION 9 - WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeals Procedure

The Grievance/Disciplinary Action Appeals Procedure for Confidential Management Personnel is set forth in the Personnel Rules and Regulations. 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 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 11 - TERM

The term of this Compensation Plan shall commence April 28, 2009 and shall expire ~~December 31, 2013~~ December 31, 2015, except as otherwise provided in this Plan.

**JOB CLASSIFICATION SCHEDULE
(PAYROLL INCLUSIVE OF ~~DECEMBER 1, 2011~~ DECEMBER 1, 2013)**

CLASS CODE	CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
C02	ASSISTANT CITY ATTORNEY	55.2	9209	9670	10154	10662	11195	11754
C11	HUMAN RESOURCES OFFICER	53.3	8394	8814	9255	9718	10204	10714
C24	SR DEPUTY CITY ATTORNEY	50.8	7430	7801	8191	8601	9031	9483
H14	ACCOUNTING OFFICER	50.4	7287	7651	8034	8435	8858	9300
C04	CITY CLERK	48.4	6610	6940	7287	7651	8034	8435
C06	DEPUTY CITY ATTORNEY II	47.8	6418	6739	7076	7430	7801	8191
H20	SUPERVISING ACCOUNTANT	47.4	6294	6610	6940	7287	7651	8034
C23	ASSISTANT TO THE CITY MANAGER	46.4	5955	6294	6610	6940	7287	7651
C16	RISK & BENEFITS ANALYST	45.2	5653	5936	6233	6545	6872	7215
C15	HUMAN RESOURCES ANALYST II	45.2	5653	5936	6233	6545	6872	7215
C22	PARALEGAL	44.8	5543	5821	6122	6418	6739	7076
C42	HUMAN RESOURCES ANALYST I	44.2	5383	5653	5936	6233	6545	6872

**JOB CLASSIFICATION SCHEDULE
(PAYROLL INCLUSIVE OF ~~JANUARY 1, 2013~~ JANUARY 1, 2015)**

CLASS CODE	CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
C02	ASSISTANT CITY ATTORNEY	56.0	9574	10053	10556	11084	11368	12220
C11	HUMAN RESOURCES OFFICER	54.1	8727	9164	9622	10103	10609	11139
C24	SR DEPUTY CITY ATTORNEY	51.6	7726	8112	8518	8945	9392	9861
H14	ACCOUNTING OFFICER	51.2	7576	7955	8353	8771	9209	9670
C04	CITY CLERK	49.2	6872	7215	7576	7955	8353	8771
C06	DEPUTY CITY ATTORNEY II	48.6	6674	7008	7358	7726	8112	8518
H20	SUPERVISING ACCOUNTANT	48.2	6545	6872	7215	7576	7955	8353
C23	ASSISTANT TO THE CITY MANAGER	47.2	6233	6545	6872	7215	7576	7955
C16	RISK & BENEFITS ANALYST	46.0	5877	6171	6480	6804	7144	7501
C15	HUMAN RESOURCES ANALYST II	46.0	5877	6171	6480	6804	7144	7501
C22	PARALEGAL	45.6	5765	6053	6356	6676	7008	7358
C42	HUMAN RESOURCES ANALYST I	45.0	5597	5877	6171	6480	6804	7144

RESOLUTION NO. 20045 (N.C.S.)

**RESOLUTION RATIFYING THE
COMPENSATION PLANS BETWEEN THE CITY OF SALINAS AND THE
CONFIDENTIAL MISCELLANEOUS AND CONFIDENTIAL MANAGEMENT GROUPS**

WHEREAS, the City of Salinas has met and conferred in good faith with the Confidential bargaining units; and

WHEREAS, City of Salinas employees represented by Confidential Miscellaneous and Confidential Management groups approved the modified and amended Memorandum of Understanding reached during the good faith meet and confer process;

NOW, THEREFORE, the Council of the City of Salinas does hereby approve the modified and amended Compensation Plans to be effective for the period of July 1, 2011 through December 31, 2015.

PASSED AND ADOPTED THIS 21st DAY OF JUNE 2011

AYES: Councilmember: Barrera, Craig, De La Rosa, Lutes, McShane, Sanchez and Mayor Donohue

NOES: None

ABSENT: None

APPROVED:


Dennis Donohue, Mayor

ATTEST:


Ann Camel, City Clerk