

**COMPENSATION PLAN FOR
CONFIDENTIAL NON-MANAGEMENT PERSONNEL
OF THE CITY OF SALINAS**

SECTION 1 - PREAMBLE

This Compensation Plan applies to the job classifications listed in Appendix A.

SECTION 2 - PAY RATES AND PRACTICES

A. Wages

Employees will receive a two and a quarter percent (2.25%) increase on the wage scale effective with the first full payroll period following City Council approval of this Compensation Plan.

Employees will receive a two and a quarter percent (2.25%) increase on the wage scale effective with the payroll period inclusive of January 1, 2021.

Employees will receive a two and a quarter percent (2.25%) increase on the wage scale effective with the payroll period inclusive of January 1, 2022.

B. Flexible Compensation Plan

January 1 of 2020 Confidential Non-Management Personnel shall receive a Flexible Compensation Plan equal to a total of five percent (5%) of the employee's base salary, which may, subject to administrative direction, be used for insurance premiums, additional life insurance, deferred compensation, flexible leave, or cash. Effective in January 2021, this benefit will be prospectively eliminated and no additional Flexible Compensation Plan benefits will accrue.

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. Special Assignment Pay

The City has established two categories of special assignment pay.

1. Temporary Upgrade Pay (Special Assignment Pay While Working Out of Class). 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), during recruitment for a regular appointment to the vacant position, while relieved of the duties of the employee's current position, shall receive a ten percent

(10%) Special Assignment Pay while performing those duties. Such pay shall start on the first day of assignment and be based on the employee's established base salary. Request for Temporary Upgrade Pay must be submitted within the pay period in which the special assignment pay was worked.

2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Department Director a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay. Such pay is authorized on recommendation of the Department Director with approval of the City Manager. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

E. Confidential Premium

Confidential Non-Management Personnel will be paid \$200 per month as a confidential premium, in recognition of the fact that such employees are routinely and consistently assigned to sensitive positions requiring trust and discretion.

F. 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.

G. Educational Incentive

Upon Department Director approval and the Human Resource Director's verification, employees are eligible for a monthly educational incentive based upon verification of accredited college or university units as listed below:

Bachelor's Degree	\$150 per month
Associate's Degree or Ninety (90) Semester Units	\$120 per month
Sixty (60) Semester Units	\$90 per month
Thirty (30) Semester Units	\$60 per month

SECTION 3 - BENEFITS

A. Health, Dental, and Vision Plan

1. Dental and Vision Premiums
 - a. The City will pay the full amount of premiums for dental and vision plans for the employee and eligible dependents for full-time employees (40 hours per week).

- b. The City will pay the full amount of premiums for dental and vision plans for the employee only for employees working in budgeted regular, part-time positions.

2. Health Premiums

- a. For regular, full-time employees, the City will continue to pay the full amount of premiums for the employee and eligible dependents for the health plan that the employee has selected (up to the cost of the premiums for the PERS Choice health plan), until the first full pay period of December 2019.
- b. For regular, part-time employees, the City will continue to pay the full amount of premiums for employee-only coverage (up to the cost of the premiums for the PERS Choice health plan), until the first full pay period of December 2019.
- c. Beginning in the first full pay period of December 2019, regular, full-time employees (based on level of coverage selected by the employee) and regular, part-time employees (with employee only coverage) shall contribute an amount toward monthly health premiums equal to four percent (4%) of the premium for the PERS Choice health plan and not to exceed the following amounts:
 - i. Employee only: \$25 per month
 - ii. Employee plus one: \$50 per month
 - iii. Employee plus family: \$75 per month.
- d. Beginning in the first full pay period of December 2020, the City will contribute toward monthly health benefits premiums, for regular, full-time employees (based on level of coverage selected by the employee) and regular, part-time employees (with employee only coverage), an amount equal to 95% of the premium for the plan selected, up to a maximum of 95% of the cost of the premium for the PERS Choice health plan.
- e. The employee shall pay for premium costs above the City's contribution, as indicated above, through payroll deductions.
- f. Employees enrolled in the City's medical program under the California Public Employees' Medical and Hospital Care Act ("PEMHCA") receive a contribution by the City equal to the statutory minimum monthly contribution under PEMHCA. The City contribution amounts described above shall include the PEMHCA statutory minimum contribution.
- g. In the event that new legal requirements of the Affordable Care Act (ACA) or its successor are effective during the term of this Memorandum of Understanding, the parties agree to re-open on the limited subject of achieving legal compliance.

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 of \$50,000 for each Confidential Non-Management employee.

D. Professional Development

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

- Academic courses of study, seminars, workshops, conferences, training, software, hardware, and associated expenses related to the employee's position.
- Professional memberships, subscriptions, and books/publications related to the employee's position.

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" contributions to the City's New York Life Retirement Program. The City shall pay all contributions in excess of 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 majority vote of all New York Life Retirement Program active participants, the NYL Retirement Program may 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 (4½%) percent to seven (7%) percent.

2. PERS

a. Classic Employees

Effective for this term of this Compensation Plan, employees enrolled in the California 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.

b. 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 PERS.

SECTION 4 - 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 holiday per calendar year for 2020. Effective beginning in January 2021, floating holidays will be eliminated and no additional 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/Rules and Regulations 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.

1st through 5th year	258 hours per year
6th through 10th year	298 hours per year
11th through 15th year	314 hours per year
16th through 17th year	322 hours per year
18th through 19th year	330 hours per year
20th through 24th year	338 hours per year
25th through retirement	346 hours per year

Effective in January 2022, the maximum annual leave accrual cap per employee shall be 692 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 in February 2022; any additional accrued unused annual leave will be paid at separation.

C. Bereavement Leave

Confidential Non-Management Personnel shall be entitled to four (4) days of leave with pay for the death of a family member. 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 Manual regarding Bereavement Leave shall apply.

Family member includes:

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

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 Non-Management Personnel is set forth in the Personnel Manual/Rules and Regulations. No employee shall suffer retaliation resultant from use of this procedure.

B. Overtime

Overtime will conform with FLSA and the Personnel Manual. The City will pay overtime (in cash or compensatory time off subject to administrative rules) after forty (40) hours of work in any one workweek.

Overtime calculations shall include all leave time, (including, but not limited to annual leave, bereavement leave and compensatory time off) which shall be considered part of the employee's workweek.

C. Alternate Hours of Work Policy

During the term of this Memorandum of Understanding, an employee may request and the City may permit Alternate Hours of Work within the following parameters:

1. City workflow or output shall not be impaired in any way.
2. The City will attempt to accommodate the employee's needs, i.e., request will be evaluated on a case-by-case basis.
3. A supervisor shall not be able to work alternate hours if it results in a subordinate being unsupervised at any time.

D. Compensatory Time

Accumulation of compensatory time, in lieu of overtime compensation, shall be limited to one hundred twenty (120) hours, with full buy-out at the appropriate rate of pay upon separation of employment with the City.

E. Reasonable Accommodations for Employees with Disabilities

Employees with disabilities may request reasonable accommodations under state and federal law.

SECTION 6 - TERM

The term of this Compensation Plan shall commence January 1, 2020, and shall expire December 31, 2022, except as otherwise provided in this plan.

APPENDIX A

CONFIDENTIAL MISCELLANEOUS														
Benefit Group	Grade	Position	Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4	Step 5	Step 5	Step 6	Step 6
			Hourly	Monthly										
27	27.7061	Confidential Office Technician	23.0443	3,994	24.1938	4,194	25.4031	4,403	26.6714	4,623	28.0059	4,854	29.4067	5,097
27	27.2036	Deferred Comp Technician	27.5897	4,782	28.9706	5,022	30.4174	5,272	31.9369	5,536	33.5356	5,813	35.2139	6,104
27	27.7021	Deputy City Clerk	26.4071	4,577	27.7285	4,806	29.1159	5,047	30.5695	5,299	32.0955	5,563	33.7011	5,842
27	27.7006	Executive Assistant	28.2768	4,901	29.6974	5,148	31.1771	5,404	32.7364	5,674	34.3749	5,958	36.0925	6,256
27	27.7051	Human Resource Technician	23.7248	4,112	24.9073	4,317	26.1494	4,533	27.4576	4,759	28.8317	4,997	30.2720	5,247
27	27.7011	Legal Secretary	26.4071	4,577	27.7285	4,806	29.1159	5,047	30.5695	5,299	32.0955	5,563	33.7011	5,842
27	27.2026	Payroll Supervisor	33.5356	5,813	35.2139	6,104	36.9779	6,410	38.8278	6,730	40.7701	7,067	42.8116	7,421