

# MANAGEMENT COMPENSATION PLAN



**THE CITY OF MARTINEZ**

**TABLE OF CONTENTS**

**SECTION I - GENERAL PROVISIONS**

1.1 Cost of Living Adjustments ..... 1

1.2 Merit Evaluations ..... 1

1.3 Performance Review Responsibility ..... 1

1.4 Program Administration ..... 2

1.5 Management Review of Plan..... 3

---

**DIVISION A - NON-SWORN EMPLOYEES**

---

**SECTION II - SALARY & RELATED BENEFITS**

2.1 Salary ..... 4

2.2 Deferred Compensation ..... 4

2.3 Overtime ..... 4

2.4 Automobile Allowance & Mileage ..... 4

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

3.1 Sick Leave ..... 5

    3.1.1 Sick Leave Accumulation ..... 5

    3.1.2 Sick Leave Bonus ..... 5

    3.1.3 Sick Leave Conversion to Vacation ..... 5

    3.1.4 Credit for Unused Sick Leave Upon Retirement ..... 5

    3.1.5 Sick Leave Usage ..... 5

3.2 Personnel Necessity Leave ..... 6

3.3 Administrative Leave ..... 6

3.4 Bereavement Leave ..... 7

3.5 Maternity Leave ..... 7

3.6 Catastrophic Leave..... 7

3.7 Vacation Leave ..... 8

    3.7.1 Vacation Accumulation ..... 8

    3.7.2 Vacation Buy Back..... 8

3.8 Holidays..... 9

    3.8.1 Floating Holidays ..... 10

**SECTION IV - BENEFITS AND SPECIAL COMPENSATION**

4.1 Medical, Drug, Optical ..... 10

4.2 Special Computer Eye Glasses ..... 11

4.3 Dental ..... 12

    4.3.1 Basic Plan ..... 12

    4.3.2 Orthodontic Plan ..... 12

4.4 Long-Term Disability Insurance ..... 12

4.5 Life Insurance ..... 12

4.6 CalPERS Retirement Benefits & Coordination with Social Security ..... 12

4.7 Retirement Health Benefit ..... 14

4.8 On-the-Job Injury ..... 15

4.9 Longevity Pay ..... 15

4.10 Bilingual Pay ..... 15

**SECTION V - COMPENSATORY TIME**

5.1 Accumulation ..... 16

5.2 Compensatory Time Buy-Back ..... 16

5.3 Compensatory Time Usage & Buy-Back Upon Appointment to Exempt  
Status Position ..... 16

**SECTION VI**

**TRAINING AND EDUCATION EXPENSE REIMBURSEMENT POLICY ..... 16**

**SECTION VII - SPECIAL PROVISIONS**

7.1 Health Plan Costs to Deferred Compensation ..... 17

7.2 Use of City Facilities ..... 18

7.3 Health Club Membership ..... 18

7.4 Layoff of Management Employees ..... 18

7.5 Severance Pay ..... 18

7.6 Membership in Professional Organizations ..... 18

7.7 Flexibly Staffing Engineers/Planners/Management Analysts ..... 18

7.8 Voluntary Time Off Policy ..... 19

7.9 Flex Time Program ..... 20

**SECTION VIII - MANAGEMENT COMPENSATION POLICY ..... 20**

---

**DIVISION B - SWORN EMPLOYEES**

---

**SECTION II - SALARY AND RELATED BENEFITS**

2.1 Salary ..... 21

2.2 Automobile Assignment & Mileage ..... 21

2.3 Lieutenant Overtime ..... 21

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

3.1 Sick Leave ..... 21

    3.1.1 Sick Leave Accumulation & Usage ..... 21

    3.1.2 Sick Leave Bonus ..... 23

    3.1.3 Sick Leave Conversion to Vacation ..... 23

    3.1.4 Sick Leave Cash Payout Upon Industrial Disability Retirement ..... 23

3.2 Personal Necessity Leave ..... 23

3.3 Administrative Leave ..... 23

3.4 Bereavement Leave ..... 23

3.5 Maternity Leave ..... 24

3.6 Catastrophic Leave ..... 24

3.7 Vacation Leave ..... 24

    3.7.1 Vacation Accumulation ..... 24

    3.7.2 Vacation Buy Back ..... 25

3.8 Holidays ..... 25

    3.8.1 Holiday Pay - Sworn Personnel ..... 26

**SECTION IV - BENEFITS AND COMPENSATION**

4.1 Medical, Drug, Optical ..... 26

    4.1.1 Medical ..... 26

    4.1.2 Medical Premium Formula Statement ..... 27

    4.1.3 City Contribution to Premium Cost ..... 27

    4.1.4 Flexible Spending Account ..... 27

    4.1.5 Vision ..... 28

4.2 Dental ..... 28

    4.2.1 Basic Dental Plan ..... 28

    4.2.2 Orthodontic Plan ..... 28

4.3 Health Plan & Dental Benefit to Survivors of Sworn Members  
of this Plan Who Are Killed in the Line of Duty ..... 28

4.4 Long-Term Disability Insurance ..... 29

4.5 Life Insurance ..... 29

4.6 CalPERS Retirement Benefits ..... 29

4.6.1 Retirement Contracts ..... 29

4.6.2 1959 Survivors Benefit Sworn Personnel..... 30

4.6.3 CalPERS Member Contribution ..... 30

4.6.4 PERS Credit for Unused Sick Leave Upon Retirement ..... 30

4.7 Retirement Health Benefits..... 31

**SECTION V - COMPENSATORY TIME**

5.1 Compensatory Buy Back ..... 31

5.2 Compensatory Time Usage & Buy-Back Upon Appointment  
to Exempt Status Position ..... 31

**SECTION VI**

**UNIFORM ALLOWANCE, LONGEVITY PLAN, AND DEFERRED COMPENSATION**

6.1 Uniform Allowance..... 32

6.2 Longevity Plan ..... 32

6.3 Deferred Compensation ..... 32

**SECTION VII - PROFESSIONAL DEVELOPMENT PROGRAM/EDUCATIONAL PLAN**

7.1 General Provisions Sworn ..... 31

7.2 Program Incentive ..... 32

**SECTION VIII - SPECIAL PROVISIONS**

8.1 Health Plan Costs to Deferred Compensation ..... 32

8.2 Use of City Facilities ..... 32

8.3 Waiver of Non-Residency Fees ..... 32

8.4 Layoff of Management Employees ..... 33

8.5 Memberships in Professional Organizations ..... 33

8.6 Health Club Membership ..... 33

**SECTION IX - MANAGEMENT COMPENSATION POLICY ..... 33**

**APPENDIX A**

**MANAGEMENT COMPENSATION PLAN EMPLOYEE CLASSIFICATIONS ..... 34**

**CITY OF MARTINEZ**  
**MANAGEMENT COMPENSATION PLAN**  
**Effective September 1, 2019**

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 eligible for cost-of-living adjustments on January 1 of each year. The cost-of-living adjustments shall change the salary range of each affected employee. Cost-of-living adjustment levels will be set by the City Council.

**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 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.

**1.3 PERFORMANCE REVIEW RESPONSIBILITY**

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

incumbents adjusted anywhere within the salary range.

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

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

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

Notwithstanding the above, whether or not a merit increase is granted and the amount of that increase shall also depend on the financial health of the organization. Merit increases that are affected by this consideration is not a reflection of the job performance of an individual employee.

**1.4 PROGRAM ADMINISTRATION**

Once granted, any merit increase granted becomes a part of the employee's base pay to use as the basis for future applications.

The merit review for employees in the Management Compensation Plan shall be based upon an indication of goal attainment as demonstrated in the evaluation.

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.

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.

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.

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.

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.

**1.5 MANAGEMENT REVIEW OF PLAN**

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

**DIVISION A**  
**NON-SWORN EMPLOYEES**  
**Effective October 23, 2019**

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

**SECTION II - SALARY AND RELATED BENEFITS**

**2.1 SALARY**

Effective January 1, 2020, all non-sworn MCP personnel shall receive a 3.75% increase to base salary.

**2.2 DEFERRED COMPENSATION**

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

**2.3 OVERTIME**

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

**2.4 AUTOMOBILE ALLOWANCE & MILEAGE**

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

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

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

**SECTION III - LEAVES, VACATIONS & HOLIDAYS****3.1 SICK LEAVE****3.1.1 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 eighty (80) hours during a calendar month do not earn sick leave benefits for that month.

**3.1.2 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.

**3.1.3 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.

**3.1.4 Credit for Unused Sick Leave Upon Retirement**

Employees covered by this plan are eligible for CalPERS– Credit for Unused Accumulated Sick Leave Upon Service Retirement through PERS. This benefit applies only to sick leave hours accrued by eligible employees while in the employ of the City of Martinez.

**3.1.5 Sick Leave Usage**

Employees may use sick leave accruals upon request for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care.

“Family member” includes:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner,

or a person who stood in loco parentis when the Employee was a minor child;

- A spouse or registered domestic partner;
- A grandparent or grandchild;
- A sibling.

In addition, the use of sick leave accruals is allowed for relief or services for an Employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a). With appropriate certification, such services include:

- To seek a temporary restraining order or restraining order
- To seek other injunctive relief to help ensure the health, safety or welfare of themselves or their children
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking including temporary or permanent relocation

### **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 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 100 hours of Administrative Leave and all other management employees will receive 80 hours of Administrative 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.

#### **3.4. BEREAVEMENT LEAVE**

All employees covered by this plan shall be eligible to receive bereavement leave of 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 two (2) days/shifts of bereavement leave if travel involved is within 100 miles of the Martinez City Hall.

Employees may be permitted three (3) additional days/shifts for bereavement leave under extremely difficult or emergency conditions. Any bereavement leave beyond four 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.

#### **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.

#### **3.6. 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 the Sick Leave provisions of this plan.

**3.7 VACATION LEAVE**

**3.7.1 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 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.

Effective September 1, 2019, the City Manager shall have the authority to deem new hires covered by the MCP as enjoying a certain number of years of service with the City for purposes of establishing the number of vacation days such new hires accrue upon their employment with the City.

**3.7.2 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.

### 3.8. HOLIDAYS

Management and Confidential personnel shall observe the following holidays:

<u>Holiday</u>	<u>Date Observed</u>
Martin Luther King Jr's Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2day)	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	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 additional floating holiday 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.

**3.8.1 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
1/1 - 3/31	8
4/1 - 6/30	0

**SECTION IV - BENEFITS AND SPECIAL COMPENSATION**

**4.1 MEDICAL, DRUG, OPTICAL**

City agrees to pay premium for medical, 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 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:

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

**4.2 SPECIAL COMPUTER EYE GLASSES**

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

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:

Lens only	\$ 45 single lens/ \$70 bifocal
Glare-reducing tint	20
Basic frame	35

Totals \$100 single lens/ \$125 bifocal

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.

#### **4.3. DENTAL**

##### **4.3.1 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.

##### **4.3.2 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.

#### **4.4. LONG-TERM DISABILITY INSURANCE**

City will pay premium for long-term disability insurance program for all management and confidential personnel. As soon as is administratively feasible, this insurance shall have a thirty (30)-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.

#### **4.5. LIFE INSURANCE**

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

#### **4.6. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM BENEFITS**

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

Revised 1/20/21

- A. **Classic - Tier 1:** In accordance with the City's contract with CalPERS, employees hired on or before June 30, 2012 are covered by the 2%@55 Benefit Formula. **Classic – Tier 2:** Employees hired on or after July 1, 2012, and who are recognized as "Classic" members, are covered by the 2%@60 retirement formula. **New Member – PEPRA:** Employees hired on or after January 1, 2013, and who are recognized as "New Members", are covered by the 2%@62 retirement formula.

The City offers retirement benefits in conformance with the requirements of the California Public Employees' Pension Reform Act of 2013 (PEPRA) as it is currently enacted and as it is amended in the future. To the extent PEPRA conflicts with any provision of this MCP, PEPRA will govern.

- B. Single Highest Year – Classic Tier 1 members are eligible for the highest consecutive 12-months compensation retirement benefit.. Classic Tier 2 and New Members are 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 currently pays four percent (4%) of the seven percent (7%) normal member contribution for CalPERS "Classic" members. Effective January 1, 2017, those employees shall contribute toward the CalPERS employee Contribution as follows:
- |                 |  |
|-----------------|--|
| January 1, 2017 | additional 1%; and   |
| January 1, 2018 | additional 1% for a total of five percent (5%) of their 7% employee contribution                         |
| January 1, 2020 | additional 2% for a total of seven percent (7%) of their employee contribution and the EPMC shall cease. |
- 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.
- F. Social Security Participation. The City of Martinez CalPERS plan for Miscellaneous employees is coordinated with Social Security and

employees must make the required 6.2% employee contributions.

G. City Contribution related to the Transfer from the Joint Facilities Agency (JFA) to City:

a. Employees will not be responsible for the retroactive cost of the employee’s contribution to Social Security.

b. The City will be covering this retroactive cost of employees’ contributions in full through February 28, 2018.

c. The City will reimburse former JFA employees’ social security contribution of 6.2% via a payroll credit to the employees from March 1, 2018 – January 31, 2019. For those employees covered by the MCP, but who were not formerly JFA employees, the reimbursement period will be August 1, 2018 – January 31, 2019. The City’s reimbursement will be considered taxable income and implemented in accordance with City payroll policy, procedures, and legal requirements. The City’s reimbursement of the 6.2% employee contribution to Social Security ceases for employees covered by the MCP effective February 1, 2019.

**4.7. RETIREMENT HEALTH BENEFIT**

Employees covered by this Plan who retire for service or disability under PERS shall receive retirement health contributions 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 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.

**4.8. 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.

**4.9. LONGEVITY PAY**

Effective with the approval of the Council, upon completion of fifteen (15) years of full-time service, each employee covered by this plan shall receive a two percent (2%) increase in salary.

**4.10. BILINGUAL PAY**

The City agrees to pay bilingual pay in the amount of \$100 per month for one 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. Employees requesting to be considered for bilingual pay must submit a written request to Personnel. The request must state the qualifying language (including sign language).
- B. 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. If the employee successfully completes the examination, Personnel staff shall prepare the appropriate Personnel Action Form to initiate bilingual pay.
- D. 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**

### **5.1 Accumulation**

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

### **5.2 Compensatory Time Buy-Back**

Upon written request by the employee, the City will buy back compensatory time. The written request must be submitted to the Finance Department by the tenth (10th) day of the month to be paid on the twenty-third (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 & 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 Off (CTO) accruals earned in an FLSA Non-Exempt job classification previously held, the accruals will be paid out. The accruals will be paid at the hourly rate prior to the new appointment and will be paid with the first pay period in the new appointment.

## **SECTION VI - TRAINING AND EDUCATION EXPENSE REIMBURSEMENT POLICY**

### **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
- 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 Human Resources Division.

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**

### **7.1 HEALTH PLAN COSTS TO DEFERRED COMPENSATION**

City agrees to pay 100% of its medical plan premium contribution for the single person Kaiser Plan in the form of a cash payment to those employees who can demonstrate that they have equivalent health coverage through their spouse or from some other source and who request this cash payment in lieu of health insurance coverage.

The parties understand and agree that the cash payment specified above will be provided

through the City's Flexible Spending Allowance as part of the City's recently adopted IRS section 125 Plan and that the City's obligation in this regard is subject to the terms and conditions of the section 125 plan and the applicable IRS regulations.

## **7.2 USE OF CITY FACILITIES**

Employees covered by this plan 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).

## **7.3 HEALTH CLUB MEMBERSHIP**

City agrees to reimburse employees up to \$50.00 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.

## **7.4. 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.

## **7.5 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.

## **7.6 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.

## **7.7 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

Revised 1/20/21

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.

#### **7.8. 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 cannot

be converted to cash at a later date. Scheduling of time off must be approved by the Department Head.

**7.9 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 October 23, 2019 and should remain in effect thereafter until and unless revised by the City Council.

**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**

**2.1 SALARY**

Effective October 1, 2019 all sworn MCP personnel shall receive a three percent (3%) increase to base salary.

**2.2 AUTOMOBILE ASSIGNMENT & 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 LIEUTENANT 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**

**3.1 SICK LEAVE**

**3.1.1 Sick Leave Accumulation & Usage**

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.

Employees may use sick leave accruals upon request for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care.

“Family member” includes:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
- A spouse or registered domestic partner;
- A grandparent or grandchild;
- A sibling.

In addition, the use of sick leave accruals is also allowed for relief or services for an Employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a). With appropriate certification, such services include:

- To seek a temporary restraining order or restraining order
- To seek other injunctive relief to help ensure the health, safety or welfare of themselves or their children
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking including temporary or permanent relocation

**3.1.2 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.

**3.1.3 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.

**3.1.4 Sick Leave - Cash Payout Upon Industrial Disability Retirement**

Effective upon Council approval of the revisions to the MCP, members of the Association who retire on industrial disability retirement may elect to either have their unused hours of sick leave credited for additional CalPERS service credit in accordance with Section 4.6 D or may convert a portion of accumulated sick leave to vacation in accordance with Section 3.1.3 of this MCP.

**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 ADMINISTRATIVE LEAVE**

Administrative Leave will be awarded to Police Captains, Police Commanders, and Police Lieutenants. 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. Police Captains and Police Commanders will receive one hundred (100) 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. 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.

**3.4 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 spouse, domestic partner, parent, sibling, child, father-in-law, mother-in-law, aunt, uncle, niece, nephew, grandparent, 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 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.

**3.5 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. 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.

**3.6 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 the Sick Leave provisions of this plan.

**3.7 VACATION LEAVE**

**3.7.1 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

Effective September 1, 2019, the City Manager shall have the authority to deem new hires covered by the MCP as enjoying a certain number of years of service with the City for purposes of establishing the number of vacation days such new hires accrue upon their employment with the City.

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) times their current rate of monthly earnings.

**3.7.2 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. Requests for vacation buy-back shall be limited to two requests per employee per fiscal year.

**3.8 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.

**3.8.1 Holiday Pay - Sworn Personnel**

For the period starting 1/1/2017 through the term of this contract, MCP Sworn Employees who worked a holiday as part of the regularly scheduled workweek, will be paid at their individual recurring hourly pay rate consisting of the employee's straight time hourly pay rate and other special compensation such as bonus pay, educational pay, longevity pay and IT Special Assignment Pay, depending on the City's compensation policies and practices. **SECTION IV - BENEFITS AND COMPENSATION**

**4.1 MEDICAL, DRUG, OPTICAL**

**4.1.1 Medical**

Sworn MCP members are covered under the CalPERS health plan which is authorized by the Public Employees Medical Health Care Act (PEMHCA). All covered employees are eligible for a City contribution of the required PEMHCA minimum contribution, at the employee-only level toward their

medical premium when participating in the CalPERS Health program. In addition, the City pays a contribution to the employee medical plan as described in Section 4.1.3.

#### 4.1.2 **Medical Premium Formula Statement**

Effective January 1, 2005, the City implemented a formula for cost sharing the increases to the medical premium. From 2005 to present, the formula has undergone changes to the calculation. The overall employees' portion of the change in premium was cumulatively added to the previous year's contribution. The formula and contribution are based on the CalPERS Health Kaiser Bay Area Region rates for Employee Only, Employee and 1 Dependent, and Employee and 2 Dependent rates. The City will continue baseline plan determination (Kaiser Bay Area), the formula contribution percentage (75% Employer/25% Employee split of the annual increase in the premium), and the ongoing cumulating of employee contributions. The continuation of the cost sharing formula will be used to set the maximum contribution, less the PEMHCA minimum, to a flexible spending account.

#### 4.1.3 **City Contribution to Premium Cost**

Effective January 1, 2015 through the term of this MCP, 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 as provided in Section 6.3 of this MCP. 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.

#### 4.1.4 **Flexible Spending Account**

As soon as administratively possible following revision approval by council of this MCP, the City will start depositing the City's premium contribution to an IRS approved flexible spending account/cafeteria plan (125 plan) at the amount of the current City contribution toward medical premium (and maintaining the 75% Employer/25% Employee split of increase/decrease change in premium of the PERS Health Kaiser Bay Area region during the

term of the contract), less the amount toward the PEMHCA minimum, for all employees participating in the CalPERS Health program. City contribution maximums will be set at the level of each employee's participation in the CalPERS Health program (Employee only, Employee +1, Family). Each employee will have the choice to use this contribution to the flexible spending account for the payment of medical premium or other options as available.

Employees that waive participation in the CalPERS Health program by demonstrating that they have equivalent health coverage through spouse or another source, will still maintain the option for the City's "employee only" level contribution into ICMA Retirement Corporation in lieu of insurance coverage, or may elect to have the City make the "employee only" level contribution to the flexible spending account to use for other options as available.

#### 4.1.5 **Vision**

The City agrees to provide comparable vision benefits through Vision Service Plan. Employees covered by the CalPERS medical insurance plan are eligible for vision coverage.

## 4.2 **DENTAL**

### 4.2.1 **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 a \$50 per person/\$150 per family annual deductible. Such deductible shall be waived for diagnostic and preventive care.

### 4.2.2 **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.

## 4.3 **HEALTH PLAN & 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 and for dependent children of the deceased employee in accordance with state and federal law and standard procedures covering dependents.

#### **4.4 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). 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.

#### **4.5 LIFE INSURANCE**

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

#### **4.6 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM BENEFITS**

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

##### **4.6.1 Retirement Contracts**

**Classic – Tier 1:** City will provide, through the California Public Employees' Retirement System (CalPERS) the 3%@50 and Single Highest Year (SHY)retirement benefit for sworn officers hired on or before City implementation of the 3%@55 benefit formula.

**Classic – Tier 2:** Sworn MCP employees hired on or after the City implementation of the 3%@55 benefit formula shall be covered by that formula with final compensation determined by the average of the highest thirty-six (36) consecutive months compensation.

**New Member – PEPRA:** Employees hired on or after January 1, 2013, and who are recognized as "New Members", are covered by the 2.7@57 formula with final compensation determined by the average of the highest thirty-six (36) consecutive months compensation. The City offers retirement benefits in conformance with the requirements of the California Public Employees' Pension Reform Act of 2013 (PEPRA) as it is currently enacted and as it is amended in the future. To the extent PEPRA conflicts with any provision of this MCP, PEPRA will govern.

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

4.6.2 **1959 Survivors' Benefit - Sworn Personnel**

For the benefit of families of sworn personnel who die prior to retirement, City agrees to maintain the Public Employees' Retirement System 1959 Survivor Benefit at Level IV, in accordance with Government Code Sections 21380 and 21387.

4.6.3 **CalPERS Member Contribution**

Concurrently with City payments of the COLA amounts provided for in this MCP, Section 2.1, Salary, MCP Sworn CalPERS members shall pay the following amounts toward the employee and employer contributions.

- As soon as administratively possible following Council approval of this MCP, employees designated by CalPERS as "Classic" members shall pay their current four percent (4%) Employer rate contribution toward their CalPERS Employee Contribution.
- Effective July 1, 2016, employees designated by CalPERS as "Classic" members shall pay an additional three percent (3%) toward their CalPERS employee contribution for a total of seven percent (7%).
- Effective July 1, 2017, employees designated by CalPERS as "Classic" members shall pay an additional two percent (2%) toward their CalPERS employee contribution for a total of nine percent (9%).
- Effective July 1, 2017, City shall no longer pay any portion of the normal member contributions as Employer Paid Member Contributions (EPMC) and report the same percent to CalPERS as compensation for MCP Sworn employees.
- Effective July 1, 2018, all MCP Sworn members, "Classic" and "PEPRA", shall pay an additional one percent (1%) toward the CalPERS Employer contribution.

4.6.4 **PERS - Credit for Unused Sick Leave Upon Retirement**

City agrees to maintain CalPERS contract provision, in accordance with Government Code Section 20862.8 for MCP Sworn members, to allow for credit for unused accumulated sick leave upon retirement. This benefit applies only to sick leave hours accrued by members while in the employ of the City of Martinez.

#### **4.7 RETIREMENT HEALTH BENEFITS**

The City will contribute the PEMHCA minimum toward the retiree medical premium for member only that participates in the CalPERS Health program through the City of Martinez. For those current retirees eligible for 100% medical premium contribution, the City will make monthly reimbursements to the retiree for the amount deducted from their pension check by CalPERS, for the payment of medical insurance premium, based on the CalPERS Health Kaiser Bay Area region, while participating in the CalPERS Health program.

Current retirees and employees employed by the City on or before the ratification of this MOU, upon their retirement, who are currently eligible for contributions based on the agreed formula calculation of 75% Employer/25% Employee split of increased/decreased premium based upon renewal rates for the CalPERS Health Kaiser Bay Area region, will receive a monthly reimbursement of the amount deducted from their pension check by CalPERS for the payment of medical insurance premium when participating in the CalPERS Health program. Reimbursement will be made up to the maximum amount of the City contribution for “active employee” levels (Employee Only, Employee +1, Family), less the amount of the PEMHCA minimum already paid by the City.

Effective upon Council approval and as soon as administratively feasible, new hires, upon their retirement, will be eligible for the City’s contribution of the PEMHCA minimum toward retiree only medical insurance premium. Newly hired employees, upon retirement, will not be eligible for reimbursement by the City, for any deductions from their pension check by CalPERS for payment of medical insurance premium for participation in the CalPERS Health program.

### **SECTION V - COMPENSATORY TIME**

#### **5.1 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 & 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 Off (CTO) accruals earned in an FLSA Non-Exempt job classification previously held, the accruals will be paid out. The accruals will be paid at the hourly rate prior to the new appointment and will be paid with the first pay period in the new appointment.

**SECTION VI - UNIFORM ALLOWANCE, LONGEVITY PLAN,  
AND DEFERRED COMPENSATION****6.1 UNIFORM ALLOWANCE**

Effective the first full pay period following Council approval of the revised MCP, Sworn MCP members shall receive an annual uniform allowance of Nine Hundred Dollars (\$900) to be distributed one-half effective the first full pay period in July of each year and one-half effective the first full pay period the following January. For 2016, the January payment of the uniform allowance shall be made as soon as possible following Council approval of the revised MCP. The City will continue to pay for required safety equipment and replace/repair, at no cost to the Sworn MCP member, uniforms and/or issued equipment damaged in the course and scope of employment.

**6.2 LONGEVITY PLAN**

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.

**6.3 DEFERRED COMPENSATION**

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**

### **7.1 General Provisions - Sworn**

Each covered member upon receiving a degree from an appropriate educational institution shall be entitled to educational incentive pay.

Any 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.

### **7.2 Program Incentive**

Upon completion of each degree level required members can receive a permanent pay increase per month of six percent (6%) for a Bachelor's degree or nine percent (9%) for a Master's degree, respectively, over and above the base pay of the employee. The members must be enrolled by and graduate from an accredited or correspondent college or university in a program leading toward a Bachelor's or Master's degree in a discipline related to the employee's position with or work for the City. Once the degree is received, a confirmation of same must be submitted directly from the college or university to the Chief of Police which said confirmation the Chief of Police is authorized to verify. The permanent pay increase shall be added to the base pay of the employee starting with the first pay period after a 30-day verification period (this verification period shall be the 30 days immediately following the date the Chief of Police receives the confirmation referenced above)

## **SECTION VIII - SPECIAL PROVISIONS**

### **8.1 HEALTH PLAN COSTS TO DEFERRED COMPENSATION**

City agrees to pay 100% of its medical plan premium contribution for the single person Kaiser Bay Area Plan in the form of a cash payment to those employees who can demonstrate that they have equivalent health coverage through their spouse or from some other source and who request this cash payment in lieu of health insurance coverage.

The parties understand and agree that the cash payment specified above will be provided through the City's Flexible Spending Allowance as part of the City's

recently adopted IRS section 125 Plan and that the City's obligation in this regard is subject to the terms and conditions of the section 125 plan and the applicable IRS regulations.

## **8.2 USE OF CITY FACILITIES**

Employees covered by this plan 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).

## **8.3 WAIVER OF NON-RESIDENCY FEES**

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

## **8.4 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.

## **8.5 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.

## **8.6 HEALTH CLUB MEMBERSHIP**

The City will continue to reimburse employees who belong to a health club at a rate of up to fifty dollars (\$50.00) 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 October 23, 2019 and should remain in effect thereafter until and unless revised by the City Council.

**MANAGEMENT COMPENSATION PLAN**

**MCP FINAL EFF. 10/23/19**

**Revised 1/20/21**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>Eff 9-1-19 Misc.</b>	<b>Eff 10-1-19 Sworn 3%</b>	<b>Eff 1-1-20 Misc. &amp; Sworn</b>
2000	Accountant	7,524 - 8,966	N/A - N/A	7,806 - 9,303
2001	Administrative Secretary (Confidential)	6,043 - 7,346	N/A - N/A	6,269 - 7,622
2042	Assistant City Manager	13,018 - 17,212	N/A - N/A	13,506 - 17,858
2003	Assistant Civil Engineer	8,089 - 9,936	N/A - N/A	8,393 - 10,308
2004	Assistant Planner	5,791 - 6,934	N/A - N/A	6,008 - 7,194
2047	Assistant to the City Manager	9,942 - 12,326	N/A - N/A	10,315 - 12,788
2006	Associate Civil Engineer	9,519 - 11,588	N/A - N/A	9,876 - 12,023
2005	Assistant Water Superintendent	N/A - N/A	N/A - N/A	N/A - N/A
2007	Associate Planner	7,524 - 8,966	N/A - N/A	7,806 - 9,303
2009	Chief Building Inspector	9,002 - 11,506	N/A - N/A	9,340 - 11,937
2010	City Engineer	11,876 - 13,971	N/A - N/A	12,322 - 14,495
2012	City Planner	9,006 - 10,810	N/A - N/A	9,343 - 11,216
2049	Community & Economic Development Director	13,018 - 17,212	N/A - N/A	13,506 - 17,858
2015	Deputy City Clerk (Confidential)	5,519 - 6,701	N/A - N/A	5,726 - 6,953
2051	Deputy Director of Administrative Services	12,100 - 14,235	N/A - N/A	12,554 - 14,769
2039	Deputy Public Works Director	11,876 - 13,971	N/A - N/A	12,322 - 14,495
2036	Director of Public Works	13,018 - 17,212	N/A - N/A	13,506 - 17,858

**MANAGEMENT COMPENSATION PLAN**

**MCP FINAL EFF. 10/23/19**

**Revised 1/20/21**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>Eff 9-1-19 Misc.</b>	<b>Eff 10-1-19 Sworn 3%</b>	<b>Eff 1-1-20 Misc. &amp; Sworn</b>
2050	Economic Development Coordinator	8,871 - 11,325	N/A - N/A	9,203 - 11,749
2046	Economic Development Manager	11,876 - 13,971	N/A - N/A	12,322 - 14,495
2045	Executive Assistant to the City Manager (Confidential)	6,043 - 7,346	N/A - N/A	6,269 - 7,622
2052	Finance Director	12,398 - 16,394	N/A - N/A	12,862 - 17,009
2017	Finance Manager	11,876 - 13,971	N/A - N/A	12,322 - 14,495
2048	Human Resources Analyst	7,437 - 9,676	N/A - N/A	7,715 - 10,038
2021	Human Resources Technician (Confidential)	6,043 - 7,346	N/A - N/A	6,269 - 7,622
2018	Information Systems Specialist	7,524 - 9,414	N/A - N/A	7,806 - 9,767
2043	Information Technology Administrator	10,117 - 12,558	N/A - N/A	10,497 - 13,029
2019	Junior Civil Engineer	5,832 - 7,088	N/A - N/A	6,051 - 7,354
2020	Management Analyst	7,437 - 9,676	N/A - N/A	7,715 - 10,038
2041	Planning Manager	10,092 - 13,971	N/A - N/A	10,471 - 14,495
2022	Planning Technician	5,465 - 6,639	N/A - N/A	5,670 - 6,888
3002	Police Captain	N/A - N/A	10,086 - 12,940	10,565 - 13,555
3001	Police Commander	N/A - N/A	10,086 - 12,940	10,565 - 13,555
3003	Police Lieutenant	N/A - N/A	9,249 - 11,562	9,689 - 12,111
2023	Public Works Superintendent	10,417 - 12,341	N/A - N/A	10,808 - 12,804

MANAGEMENT COMPENSATION PLAN

MCP FINAL EFF. 10/23/19

Revised 1/20/21

JOB CODE	JOB TITLE	Eff 9-1-19 Misc.	Eff 10-1-19 Sworn 3%	Eff 1-1-20 Misc. & Sworn
2024	Recreation Coordinator	5,492 - 6,587	N/A - N/A	5,698 - 6,834
2025	Recreation Supervisor	6,660 - 7,996	N/A - N/A	6,910 - 8,296
2054	Senior Accountant	9,006 - 10,810	N/A - N/A	9,343 - 11,216
2027	Senior Center Coordinator	5,492 - 6,587	N/A - N/A	5,698 - 6,834
2028	Senior Center Supervisor	6,660 - 7,996	N/A - N/A	6,910 - 8,296
2029	Senior Civil Engineer	10,417 - 12,341	N/A - N/A	10,808 - 12,804
2032	Senior Planner	8,631 - 10,492	N/A - N/A	8,955 - 10,885
2035	Sr. Management Analyst	8,871 - 11,325	N/A - N/A	9,203 - 11,749
2044	Strategic Planning & Community Development	11,389 - 13,667	N/A - N/A	11,816 - 14,180
2053	Water Plant Maint Mgr	7,524 - 9,414	N/A - N/A	7,806 - 9,767
2031	Water Superintendent	10,417 - 12,341	N/A - N/A	10,808 - 12,804