



**COMPENSATION PLAN
Unaffiliated Employees**

July 1, 2019

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Compensation Plan for Unaffiliated Employees

ARTICLE 1. PURPOSE AND DEFINITIONS

The City of Cloverdale (“City”) has three categories of employees: those represented by an Association; those with individual at-will agreements; and those who are unaffiliated. The purpose of this document is to define the compensation for full-time unaffiliated employees (“Employees”).

The Compensation Plan for unaffiliated employees is not intended to be a comprehensive document defining working conditions. For any topic not discussed in this Plan, the City’s personnel policies and procedures will govern.

There are three classifications that are categorized as unaffiliated. There may be more than one employee filling a classification.

Unaffiliated Classifications

- Finance & Human Resource Analyst
- Police Lieutenant
- Technical Services Manager

ARTICLE 2. BASE AND ADDITIONAL SALARY

2.1 Salary Range: The salary range for each classification shall be set forth in Exhibit A, which include a 3.0% wage increase effective July 1, 2019 and an additional 2.0% wage increase effective July 1, 2020.

2.2 Longevity Pay

2.2.1 *Longevity Pay Plan*: Employees shall be eligible for longevity pay in accordance with the following schedule:

Length of Service (in Years)	Longevity Pay (Percent of Base Salary)
Completion of five (5) years	2%
Completion of ten (10) years	4%
Completion of fifteen (15) years	6%
Completion of twenty (20) years	8%

2.2.2 *Length of Service Defined*: For purposes of this section, “length of service” is defined as continuous, uninterrupted service with the City, except during periods of involuntary lay-off (See Personnel Rules & Regulations, Rule 12, Section 7 “Reinstatement of Benefits”).

2.2.3 *Extended Longevity Pay*: Employees shall be eligible for extended longevity pay. City shall pay into individual employee ICMA accounts in accordance with the following schedule:

Length of Service	Extended Longevity Pay (Percent of Base Salary)
Completion of at least ten (10) Years of Service but less than 15 years	1.5%
Completion of fifteen (15) or more Years of Service	2%

For purposes of this section, "length of service" is defined as continuous, uninterrupted services with the City. Payment shall commence on the first payday following the employee's hiring anniversary and shall include a pro-rata amount for any period of time between the hire anniversary and the first payday. Employees hired after June 30, 2011 are not eligible for extended longevity pay.

ARTICLE 3. RETIREMENT

3.1 Public Employees' Retirement System (PERS)

3.1.1 *Miscellaneous PERS Plan (non-safety employees):* The City shall provide retirement benefits under the Public Employees' Retirement System plan commonly known as 2% @ 55 Retirement Plan for the term of this MOU. City will also provide "the highest 12 consecutive months" benefit. The City shall provide the 1959 Survivor Benefit Level IV.

3.1.2 *Miscellaneous Employee Contribution to PERS:*

3.1.2.1 Effective the first full pay period in October 2011, employees shall pay one-third (1/3) of the cost (.837%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

3.1.2.2 Effective the first full pay period in October 2012, employees shall pay a total of two-thirds (2/3) of the cost (1.67%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

3.1.2.3 Employees hired after June 30, 2011 shall pay one hundred percent (100%) of the after-added benefits of their PERS Plan (2.51%).

3.1.3. Miscellaneous Employees hired on or after January 1, 2013, pursuant to the California State Legislature's passage of the Public Employees' Pension Reform Act (PEPRA) in 2012, who are defined as "new members" in California Government Code Section 7522.04(f), shall receive the 2% at 62 pension benefit formula, as specified in Government Code Section 7522.20(a).

3.1.3.1 Effective July 1, 2013, new members subject to the 2% at 62 formula shall contribute 50% of the total "normal cost" as defined in Government Code Section 7522.04(g).

3.1.4. *Safety PERS Plan (sworn employees):* The City shall provide retirement benefits under the Public Employees' Retirement System plan commonly known as 3% @ 50 Retirement

City of Cloverdale Compensation Plan for Unaffiliated Employees (07/01/19)

Plan for the term of this MOU. City will also provide “the highest 12 consecutive months” benefit. The City shall provide the 1959 Survivor Benefit Level IV.

3.1.5 *Safety Employee Contribution to PERS:*

3.1.5.1 Effective the first full pay period in October 2012, employees shall pay a total of two-thirds (2/3) of the cost (5.47%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

3.1.5.1 Employees hired after June 30, 2011 shall pay one hundred percent (100%) of the after-added benefits of their PERS Plan (8.207%).

3.1.6. Safety Employees hired on or after January 1, 2013, pursuant to the California State Legislature’s passage of the Public Employees’ Pension Reform Act (PEPRA) in 2012, who are defined as “new members” in California Government Code Section 7522.04(f), shall receive the 2.7% at 57 pension benefit formula, as specified in Government Code Section 7522.20(a).

3.1.6.1 Effective July 1, 2013, new members subject to the 2.7% at 57 formula shall contribute 50% of the total “normal cost” as defined in Government Code Section 7522.04(g).

Nothing in this compensation plan prevents the City from increasing employee contributions in the future to the extent allowable by PEPRA and/or applicable law.

3.2 Retirement Medical Benefit

3.2.1 *FLSA-Non-Exempt Employees:* The City will contribute fifty percent (50%) of the employee-only premium for health insurance upon retirement from the City, provided the employee has been employed with the City for eighteen (18) years or longer, and has reached the age of fifty (50) years.

3.2.2 *FLSA-Exempt Employees:* The City will contribute seventy-five percent (75%) of the employee-only premium for health insurance upon retirement from the City, provided the employee has been employed with the City for eighteen (18) years or longer, and has reached the age of fifty (50) years.

3.2.3 *Employees Hired After June 30, 2011:* The City will not contribute to the retiree health premiums of employees hired after June 30, 2011.

ARTICLE 4. INSURANCE

4.1 Health Insurance

4.1.1 *Medical Insurance:* The City shall provide medical insurance as provided for in the Redwood Empire Municipal Insurance Fund (REMIF)-sponsored Health Plan for the employee and any eligible dependents. The employee may select the above-mentioned plan or other coverage as offered through the City. If any plan other than the REMIF plan is selected by the employee, the employee is responsible for any amount of premium difference. Effective with the November 4, 2011 paycheck, employees shall

pay five percent (5%) of the cost of their medical insurance premium. The City will pay ninety-five percent (95%) of the cost of the premium.

4.1.2 *Group Vision Care and Dental Care:* The City will provide group vision and dental care as provided for in the REMIF-sponsored Health Plan. The City will pay one hundred percent (100%) of the cost of the vision and dental care premiums.

4.2 Life Insurance

4.2.1 *Base Life Insurance:* The City will pay one hundred percent (100%) of the premium for base life insurance of five thousand dollars (\$5,000) per employee.

4.2.2 *Additional Life Insurance:* The City will maintain term life insurance policies for each employee in the amount of the employee's annual salary (up to a maximum of \$95,000.), and will pay one hundred percent (100%) of the premium for said insurance. The City shall determine the insurance benefit plan that provides the above life insurance policy limits. Changes to existing policyholder accounts shall be at the sole discretion of the City.

4.3 Long Term Disability Insurance

The City shall make available to employees a Long-Term Disability (LTD) Insurance Plan. Said Plan will provide a monthly benefit of sixty percent (60%) of base salary, up to ten thousand dollars (\$10,000) per month and will provide a ninety (90) day waiting period before benefits commence. The City agrees to pay one-half (1/2) of the cost of the LTD Plan for employees. Employee election to participate in the Long-Term Disability Plan is voluntary, and is dependent upon the employee's eligibility for the Plan, as determined by the insurance provider.

ARTICLE 5. OTHER COMPENSATION

5.1 Overtime for FLSA Non-Exempt Employees

5.1.1 *Overtime:* Employees who are not exempt from the Fair Labor Standards Act (FLSA) may work overtime with the prior approval of the Department Head or his/her designee. Overtime will be paid at one-and-one-half (1.5) times the employee's regular rate for all hours in a paid status in excess of forty (40) hours in a workweek. Overtime shall be accumulated to the nearest one-quarter (.25) hour.

5.1.2 *Compensatory (Comp) Time:* With the prior approval of the Department Head or his/her designee, overtime may be earned as compensatory time at the rate of one-and-one-half (1.5) times the employee's straight time per overtime hour worked, up to a maximum of eighty (80) hours. When used, comp time hours shall not be considered hours in a paid status for the purpose of computing overtime.

5.2 Uniform Allowance

5.2.1 *Technical Services Manager:* The Technical Services Manager shall receive an annual uniform allowance of \$1,025 per year. Said allowance shall be paid annually and be

included in the employee's regular paycheck for the first full pay period in January each year. If the employee separates employment for any reason (i.e., retirement, termination, voluntary separation or resignation) prior to working a full year following receipt of the annual uniform allowance, the "unearned" pro-rata portion of the uniform allowance will be deducted from his/her final paycheck.

Police Lieutenant: The Police Lieutenant shall receive an annual uniform allowance of \$1,500 per year. Said allowance shall be paid annually and be included in the employee's regular paycheck for the first full pay period in January each year. If the employee separates employment for any reason (i.e., retirement, termination, voluntary separation or resignation) prior to working a full year following receipt of the annual uniform allowance, the "unearned" pro-rata portion of the uniform allowance will be deducted from their final paycheck.

A newly hired employee will not receive a uniform allowance until s/he has completed a year of service. Upon completing a year of service, the employee will receive a pro-rated uniform allowance. The uniform allowance will be paid the first full pay period following the completion of one year. The uniform allowance will be pro-rated based upon the remaining months in the calendar year. If after receiving this payment the employee separates employment for any reason (i.e., retirement, termination, voluntary separation or resignation) prior to the first full pay period in January of the following year, s/he shall have the pro-rated portion of the uniform allowance deducted from his/her final paycheck.

The City will provide necessary uniform components to a newly hired employee during the course of the first year's employment, to a standard set by the Police Chief, or his/her designee.

5.2.2 *Reimbursement for Uniforms and Uniform Equipment:* The City agrees to reimburse employees for uniforms that are damaged or stolen during duty hours or while stored at a City facility, providing that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment. Reimbursement shall be based upon the residual value of the item, based upon its current cost.

5.2.3 *Other Employees:* Employees not identified above shall not be eligible for a clothing allowance.

5.3 Out of Classification Pay

A non-safety employee temporarily working out of classification (in a position in a higher range) for a period of not less than a single pay period (i.e., two weeks) and not more than a maximum of six (6) months will be entitled to a five percent (5.0%) increase in base wage pay for that period. Out of classification pay has no impact on an employee's eligibility for additional pay to which s/he may be entitled.

A safety employee temporarily working out of classification (in the position of Chief of Police) for a period of not less than a single pay period (i.e., two weeks) and not more than a maximum of six (6) months will be entitled to a ten percent (10.0%) increase in base wage pay for that period. Out of classification pay has no impact on an employee's eligibility for additional pay to which s/he may be entitled.

5.4 Educational Incentive

5.4.1 *Certifications:* Non-Safety employees may qualify for seventy-five dollars (\$75) per month for completion of a course of extensive, job-related study or training of at least four (4) semesters in length, if the certification is not required by the State of California and/or the employee's job description. Approval by the Department Head or his/her designee is required in writing prior to beginning the course of study in order to be eligible for payment, and approval shall be in the discretion of the City. An employee shall not be eligible to receive more than one hundred fifty dollars (\$150) per month under this paragraph, i.e., certification for two (2) pre-approved courses of study. Employees shall not be reimbursed for the costs associated with study or training other than for renewal of State required certifications for the applicable classification.

5.4.1.2 The Technical Services Manager is eligible to be paid up to five hundred (\$500) dollars per month, if s/he has been awarded dispatch/records-related P.O.S.T. certificates: the P.O.S.T. Intermediate Dispatch Certificate (one hundred (\$100) dollars); the P.O.S.T. Advanced Dispatch Certificate (one hundred fifty (\$150) dollars); the P.O.S.T. Dispatch Supervisor Certificate (one hundred (\$100) dollars); and the P.O.S.T. Records Supervisor Certificate (one hundred fifty (\$150) dollars). Payment for an applicable certificate will go into effect as of the first full month following the employee's attainment. Employee will provide a copy of the Certificate(s) to the Personnel Officer before payment will commence.

5.4.1.3 The Police Lieutenant is eligible to be paid four hundred (400) dollars per month, if s/he has been awarded the Management-related P.O.S.T. certificates. Payment for the certificate will go into effect as of the first full month following the employee's attainment. Employee will provide a copy of the Certificate(s) to the Personnel Officer before payment will commence.

5.4.2 *Academic Degrees:* The City shall pay the following incentive pay for academic degrees:

5.4.2.1 For non-safety employees hired on or before June 30, 2017, if the job description for the employee's classification does not require an A.A. degree, s/he will be paid four percent (4.0%) of base salary for receiving or possessing an A.A. Degree. If the job description for his/her classification requires an A.A. degree but does not require a B.A. degree, the employee will be paid two percent (2.0%) of base salary for a B.A. Degree. If the job description for the employee's classification does not require either an A.A. Degree or a B.A.

Degree, s/he will be paid six percent (6.0%) of base salary for receiving or possessing a B.A. Degree. No other incentive pay for academic degrees will be provided. The City shall receive a copy of any diploma for which an employee claims entitlement to an incentive pay under this section.

5.4.2.2 For non-safety employees hired after June 30, 2017, the City shall pay a total of two percent (2%) of base wage pay for one or more academic degrees from an accredited college or university beyond the degree level required for the position. The degree must be in a field that is job-related, as determined by the City Manager. Eligible degrees include Associate, Bachelor, Master or Doctoral degrees. The City shall receive a copy of any diploma for which an employee claims entitlement to an incentive pay under this section.

5.4.3 *Schooling Costs:* Employees shall receive reimbursement for job-related schooling costs, upon prior recommendation of the Department Head or his/her designee, and approval of the City Manager or his/her designee. If City funding of schooling costs is approved, any associated books and tuition costs will be reimbursed upon submission of receipts. Approval of reimbursement for job-related schooling costs is subject to budget availability.

5.4.4 *Mileage Reimbursement:* An employee who is assigned to attend special seminars, training or study will receive mileage reimbursement at the IRS-approved rate if the employee uses his or her own vehicle for transportation.

5.5 Wellness Incentive

The City will offer a Wellness Incentive Program to employees. Employees will be eligible to receive one hundred fifty dollars (\$150) per year on a reimbursement basis for participation in an organized physical fitness program or health related class. Eligibility for reimbursement will be determined by the prior approval of the program activity by the City Manager or his/her designee. Reimbursement shall be paid in conjunction with payroll processing in accordance with Internal Revenue Service guidelines.

5.6 Bi-Lingual Proficiency

The City's bilingual pay program shall provide for two levels of interpretation skills, duties and competence. The City Manager or his/her designee in consultation with the Personnel Officer shall determine qualifications and certification to such positions. The City Manager determines if an operational business need for bilingual skills exists, may establish limits on the number of employees eligible and may cancel payment if business needs are otherwise fulfilled. The decision of the City Manager shall be final and not subject to the grievance procedure.

To continue receiving the bilingual pay the employee may not refuse to interpret or translate, and the employee shall be required to re-qualify every two (2) years. Requalification shall be determined by a methodology which best meets the City's needs.

7.10.2.1 Conversational: The normal level of providing oral interpretation between English and Spanish language. The compensation for this level shall be one hundred fifty dollars (\$150) per month.

7.10.2.2 Advanced: The advanced level of providing written translation to translate technical documents and concepts with a client in addition to the skills and abilities required at the conversational level. The compensation for this level shall be three hundred dollars (\$300) per month.

ARTICLE 6. LEAVE ACCRUAL AND USE

6.1 Workweek

The typical employee workweek is 40 hours made up of five (5) 8-hour shifts. With the prior approval of the Department Head, the employee's regular workweek may be converted to four (4) 10-hour shifts. If the employee regularly works a 4-10 hour workweek, a "day" will equal 10 hours for leave accrual purposes.

6.2 Vacation

Vacation time will be accrued according to the following schedule:

Length of Service	Vacation Accumulation (Days per Year)
0 – 24 Months	13 Days
25 – 60 Months	15 Days
61 – 120 Months	18 Days
121 – 180 Months	21 Days
181 or more Months	33 Days

6.2.1 *Vacation Accumulation:* Each employee shall be permitted to accumulate a maximum of three hundred four (304) hours of vacation time. For good cause and upon the recommendation of the Department Head or his/her designee, and with the approval of the City Manager or his/her designee, an employee may accrue up to an additional eighty (80) hours of vacation.

6.2.2 *Vacation Sell-Back:* Employees may, upon recommendation of the Department Head or his/her designee and upon discretionary approval of the City Manager or his/her designee, sell back up to eighty (80) hours of vacation time, subject to the provision that no sell back will reduce an employee's leave balance to less than forty (40) hours and the employee having taken one week (40) hours of vacation during the 12-month period immediately preceding the sell back. A vacation request that was denied would be honored as vacation time taken.

6.3 Sick Leave

- 6.3.1 *Accrual Rate:* Employees shall accrue sick leave at the rate of one (1) day for each month of service.
- 6.3.2 *Maximum Hours:* Each employee may accumulate a maximum of two thousand (2,000) hours of sick leave.
- 6.3.3 *Compensation for Unused Sick Leave:* Upon separation or retirement, the City will compensate employees for thirty-five percent (35%) of accrued but unused sick leave, up to, but not in excess of the two thousand (2,000) hour cap.

The compensation shall be calculated based on the employee's hourly rate at time of separation. To the extent provided by PERS regulations, any unused sick leave upon retirement may be converted to years of service for PERS purposes.

- 6.3.4 *Sick Leave Incentive:* Employee use of sick leave within a calendar year may qualify for conversion of unused sick leave to annual leave based upon the following utilization schedule.

Usage of Sick Leave (Hours per Year)	Conversion of Existing Balance to Annual Leave
0 – 10 Hours	Up to 40 Hours
More than 10 but less than 20 Hours	Up to 2 Days
20 or more Hours	No Conversion

6.4 Administrative Leave for FLSA-Exempt Employees

Employees who are exempt from the Fair Labor Standards Act (FLSA) are not eligible for overtime. However, in recognition of the extra hours of work often required, the City agrees to provide fifty (50) hours of administrative leave per fiscal year each July 1st, and to grant its use on a reasonable basis. Administrative leave may not be cashed out at any time and, if not used within the fiscal year in which it was provided, will be lost and may not be carried over to the following fiscal year.

6.5 Holidays

The following Holidays shall be observed each year:

Holiday		Recognition
1	New Year's Day	January 1
2	Martin Luther King's Birthday	3 rd Monday in January
3	President's Day	3 rd Monday in February
4	Memorial Day	Last Monday in May
5	Independence Day	July 4
6	Labor Day	1 st Monday in September
7	Veteran's Day	November 11
8	Thanksgiving Day	As designated
9	Friday after Thanksgiving	As designated
10	Christmas Eve	December 24
11	Christmas Day	December 25

Compensation for the Police Lieutenant for the above-designated holidays shall be paid on an annual payment system to all employees on the last pay of November of each year. This pay shall be included with the employee's regular paycheck and shall be for all those holidays occurring since the last holiday pay was received. If the Thanksgiving Holiday falls after the last pay day of November, the holiday pay would include the prior years' Thanksgiving and all the holidays up through the succeeding year until and not including the current Thanksgiving holiday.

When a safety employee separates from City service, for purposes of calculating holiday, s/he would be paid for all holidays occurring since the last holiday pay was received, up through the last day of employment.

In addition to the above-described holidays, safety employees have one (1) floating holidays per year in exchange for previously approved holidays:

Floating Holiday Memo Only
 Employee's Discretion

In addition to the above-described holidays, non-safety employees have four (4) floating holidays per year in exchange for previously approved holidays:

	<u>Memo Only</u>
Lincoln's Birthday	February 12
Admissions Day	September 9
Columbus Day	Second Monday in October
Floating Holiday	Employee's Discretion

Floating holidays shall accrue to non-safety employees on the dates corresponding to the actual holidays and reflected on the City's leave accounting system on the next regular payroll following the close of the payroll period during which the holiday falls.

The floating holidays may be used at the employee's discretion, with the prior approval of the employee's Department Head, or his/her designee. Once floating holidays are earned and accrued, employees may request that floating holiday time in any banked amount be converted to a dollar value and paid out on a regular payroll. In no event shall employees be allowed to carry more than eighty (80) hours of floating holiday time on the City's leave accounting system; therefore, balances above this limit shall be paid on the employee's next regular payroll.

6.6 Bereavement Leave

Any employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three (3) work days per incident. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Department Head or his/her designee, three (3) additional work days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or Department Head prior to the time set for beginning of his/her regular duties. Immediate family shall include the spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, uncle, aunt, nephew, niece, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee.

Unaffiliated Employee Salary Schedules

July 1, 2019 until amended by Resolution of the City Council

CITY OF CLOVERDALE - SALARY SCHEDULE AS OF JULY 1, 2019

Unaffiliated Employees

Position	Step	Hourly	Biweekly	Monthly	Annually
Finance & HR Analyst	1	\$38.5461	\$3,083.69	\$6,681.32	\$80,175.85
	2	\$40.4734	\$3,237.87	\$7,015.39	\$84,184.64
	3	\$42.4971	\$3,399.76	\$7,366.16	\$88,393.87
	4	\$44.6219	\$3,569.75	\$7,734.46	\$92,813.57
	5	\$46.8530	\$3,748.24	\$8,121.19	\$97,454.25

Position	Step	Hourly	Biweekly	Monthly	Annually
Police Lieutenant	1	\$49.2100	\$3,936.80	\$8,529.73	\$102,356.80
	2	\$51.6700	\$4,133.60	\$8,956.13	\$107,473.60
	3	\$54.2500	\$4,430.00	\$9,403.33	\$112,840.00
	4	\$56.9700	\$4,557.60	\$9,874.80	\$118,497.60
	5	\$59.8200	\$4,785.60	\$10,368.80	\$124,425.60

Position	Step	Hourly	Biweekly	Monthly	Annually
(Police) Support Services Supervisor	1	\$31.8313	\$2,546.51	\$5,517.43	\$66,209.18
	2	\$33.4229	\$2,673.83	\$5,793.30	\$69,519.64
	3	\$35.0941	\$2,807.52	\$6,082.97	\$72,995.62
	4	\$36.8488	\$2,947.90	\$6,387.12	\$76,645.41
	5	\$38.6912	\$3,095.30	\$6,706.47	\$80,477.68