

RESOLUTION NO. 2021-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER
AUTHORIZING THE SALARY AND BENEFITS PLAN MOU BETWEEN THE CITY OF
HOLLISTER AND THE EXECUTIVE MANAGEMENT UNIT

WHEREAS, representatives of the City of Hollister and Executive Management Unit, an organization representing Hollister city employees, have met and conferred in good faith concerning subjects of bargaining; and

WHEREAS, understandings and agreements have been reached between the bargaining representatives; and

WHEREAS, both parties agree to enter into a Salary and Benefits Plan for the term of October 9, 2021 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister authorizes the execution of the Salary and Benefits Plan between the City of Hollister and Executive Management Unit for the term of October 9, 2021 through June 30, 2023, and the City Manager of the City of Hollister is hereby authorized to execute said MOU.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held this 18th day of October 2021, by the following vote:

AYES: Council Members Resendz, Burns, and Mayor Velazquez.

NOES: None.

ABSTAINED: None.

ABSENT: Council Member Perez.



Ignacio Velazquez, Mayor

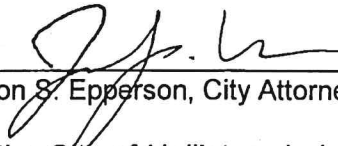
ATTEST:



Christine Black, MMC, City Clerk

APPROVED AS TO FORM:

Epperson Law Group PC



Jason S. Epperson, City Attorney

I, CHRISTINE BLACK, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2021-195 is an original Resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Hollister at a Regular Meeting of said Council held on the 18th day of October, 2021, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Hollister this 18th day of October, 2021.



Christine Black, MMC
City Clerk of the City of Hollister

CITY OF HOLLISTER
DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK

City of Hollister
EXECUTIVE MANAGEMENT UNIT

SALARY AND BENEFITS PLAN

EFFECTIVE OCTOBER 9, 2021

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City of Hollister – Executive Management Salary and Benefits Plan

1. APPLICATION OF SALARY AND BENEFITS PLAN

This Salary and Benefits Plan shall apply to the Executive Management Employees' Unit (hereafter referred to as "Executive Management Employees". This Unrepresented Unit includes the following Unrepresented Classifications.

Airport Director
Fire Division Chief/Fire Marshall
Human Resource Manager
Information Systems Manager
Police Captain
Program Manager
Recreation Manager
Utility Manager

The Benefits stated in this Plan shall also apply to the Executive Management Employees under Employment Contract with the City, unless stated otherwise. Contracted Employees are not eligible for Salary Adjustment(s) under Section 2.

2. SALARY ADJUSTMENT

Contracted Employees are not eligible for the Salary Adjustment under this Section. Wage Increases:

Effective upon execution of the MOU:

1. Effective the first full pay period beginning October 9, 2021 (Upon Council Approval Date) the City shall apply a two and a half percent (2.5%) across-the-board increase to the base salary of all classifications except Police Captains.
2. Police Captains

Effective the first full pay period beginning October 9, 2021 (Upon Council Approval Date) the City shall apply a seven and a half percent (7.5%) across-the-board increase to the base salary of all classifications.

Cost of Living Adjustment

A Cost of Living Adjustment (COLA) shall be applied to all unit classifications effective the first full pay period after July 1, 2022. The COLA shall be applied by the following method:

The COLA shall be determined annually, based on increases in April's Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area (CPI-U), using base

City of Hollister – Executive Management Salary and Benefits Plan

period 2021-2022. The ratio is calculated and rounded to the nearest one-half percent (0.5%) with an annual maximum COLA of 3.5%.

3. HOLIDAYS

A. Holiday Schedule

All Executive Management employees are entitled to 10.5 paid holidays per year. These holidays are as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	Presidents Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 24 th (1/2 day)	Christmas Eve
December 25 th	Christmas Day

If one of the holiday listed above falls on a Sunday, then it shall be observed on the following Monday. If one of the holidays listed above falls on a Saturday, then it shall be observed on the previous Friday.

B. Holiday Office Closure

For the term of this contract, employees shall be paid for the following closure days for

- December 27, 28, 29, 30, 2021, a total of thirty-two 32 hours, four (4) days
- December 27, 28, 29, 30, 2022, a total of thirty-two 32 hours, four (4) days

This shall be in addition to the paid holidays of Christmas and New Year's Day.

The Holiday Office Closure will apply to full and part-time City Employees. Department heads will assess their operations to determine the extent to which they will participate in total or partial closure of office to the public during the specified period. Those departments for which is impractical to consider closure for the days listed below will establish alternate days for employees to use the required Holiday Office Closure hours.

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It is the employee’s responsibility to ensure that required hours are taken off work prior to the end of each applicable fiscal year. Management will make every effort to accommodate employees’ requests for the equivalent hours of time off.

The Holiday Office Closure is neither grievable nor appealable. However, employees who believe that the Holiday Officer Closure has not been administered according to the provisions of this agreement, including not being granted the time off, may request a review by an advisory committee composed of one (1) unit representative and one (1) City Management representative.

C. Juneteenth National Independence Day

Juneteenth National Independence Day was recognized as a federal holiday on June 17, 2021 when the president signed the Juneteenth National Independence Day Act into law. The City shall provide an additional paid holiday on June 19th of each year upon execution of this contract.

4. VACATION

A. Entitlement

All Executive Management employees are entitled to accrue vacation based on B. Accrual below. Employees may take accrued vacation after the completion of six (6) months of service.

B. Accrual

<u>Years of Service</u>	<u>Annual Vacation Accrual</u>
<i>1st through completion of 3rd</i>	<i>10 days</i>
<i>4th through completion of 7th</i>	<i>15 days</i>
<i>8th through completion of 15th</i>	<i>20 days</i>
<i>16th through completion of 20th</i>	<i>22 days</i>
<i>Beginning of 21st year</i>	<i>25 days</i>

C. Maximum Accrual

Executive Management Employees may only accumulate a maximum of 35 working days (280 hours) of vacation without the authorization of the City Manager. Accumulated vacation time of more than 35 days (280 hours) authorized by the City Manager must be used prior to the end of the calendar year or it will be lost.

City of Hollister – Executive Management Salary and Benefits Plan

D. Floating Holidays

Executive Management Employees shall receive two (2) floating holidays for the fiscal year for their use beginning on July 1 of each fiscal year.

5. SICK LEAVE

A. Entitlement

Sick leave shall be accrued at a rate of twelve (12) days per year (8 hours per month).

B. Accrual

Unused Sick Leave may be accrued without limit.

C. Sick Leave Conversion to Cash

All Executive Management Employees may be compensated for a percentage of accrued, unused sick leave to cash at retirement or death from City employment. The provisions for this policy are as follows:

1. Executive Management Employees may not "cash out" or be compensated for any of the first 240 hours of sick leave accrued.
2. Any Executive Management Employees having completed 10 years of continuous service with the City and who retires from City service by filing for Service Retirement with CalPERS, will be compensated for *one* hundred percent (100%) of accrued, unused sick leave at the employee's hourly rate of pay at the time of retirement from City service.
3. The surviving spouse or State-registered Domestic Partner, beneficiary(s), dependent(s), or estate of any current employee of this unit who has completed 10 years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for *one hundred* percent (100%) of accrued, unused sick leave at the employee's hourly rate of pay at the time of death.
4. Any Executive Management Employee having completed 10 years of continuous service with the City and having an unused sick leave accrual balance exceeding 500 hours may, at their option, "cash out" up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the "cashed out" hours do not diminish the unused sick leave accrual balance to an amount less than 500 hours.
5. Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused sick leave as described herein, shall be made in writing to the Administrative Services Department at least 30 days in advance of June 1st and December 1st of each year.

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6. Payments of "cashed out" unused sick leave will be made on the first pay day which follows June 1st and December 1st of each year.

D. Vacation Conversion to Cash

Executive Management Employees may cash out vacation leave hours in the increments of ten (10) hours as long as it has been budgeted and must have the City Manager's Approval. Compensation for vacation leave cashed out will be made at the employee's rate of pay at the time of cash out. Request for payment of vacation time shall be made in writing to the

Department of Administrative Services at least thirty (30) days in advance.

Payments of cashed-out vacation leave will be made on the first full pay day which follows the end of the thirty (30) day advance. This payment will be made in the regular payroll check issued for that pay period.

6. ADMINISTRATIVE LEAVE

All Executive Management Employees shall receive eighty (80) hours Administrative Leave on July 1st of each fiscal year. The terms for use of Administrative Leave are as follows:

- A. Administrative Leave credit will be accrued at the rate of 3.08 hours per pay period.
- B. The entire eighty (80) hours of Administrative leave will be advanced and be available for use on July 1 of each fiscal year.
- C. Leave usage must be identified and recorded on the official time card for the period in which leave was taken.
- D. Residual Administrative Leave not utilized during the fiscal year may not be carried over into a subsequent year unless prior approval by the City Manager.
- E. Administrative Leave shall not be cumulative and may be cashed out a maximum amount up to 28 hrs. per fiscal year. Unused accrued Administrative Leave shall be paid out upon termination or retirement.
- F. Excluding the provisions pursuant to Paragraph [G] below, in the event an eligible employee terminated during the year, unused accrued Administrative Leave shall be paid out in the same manner as unused vacation. If leave has been taken beyond that which is accrued, the employee must pay back all excess leave taken.
- G. For eligible employees hired during the year, prorated leave credit will be accrued from the date of hire.

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- H. Each Executive Management Employee shall have the right to donate at any time all or a portion of his or her Administrative Leave to any City Employee pursuant to Resolution 2006-15 (Catastrophic Illness or Injury). Such donations shall not be subject to the requirement for repayment of Administrative Leave under Section [6] (E) herein.

7. INSURANCE

A. Description

The City of Hollister Flexible Benefits Plan/Cafeteria Plan (hereinafter "Plan") is available to full-time employees (hereinafter "Employees"). There will be three participation levels as referenced under Section [E]. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

B. Health Insurance Options

The City shall provide employees with the choice of participating in the Public Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS.

C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute towards the medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan as specified below.
3. The City shall allocate specified amounts of "Flex Credits" to the employee's flexible benefit account. These amounts shall consist of the following:
 - a. The City will contribute a dollar amount towards medical insurance, based on PEMHCA's Platinum medical plan for Calendar Year 2022.
 - b. For Calendar Year 2023, the City will increase its contribution by the actual increase or an amount not to exceed 10%.
 - c. An amount equivalent to the City's contribution towards dental insurance. The required contribution for employees electing dependent coverage in accordance with Section [E].

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- d. An amount equivalent to the City’s contribution towards vision insurance. The required contribution for employees electing dependent coverage in accordance with Section [E].
- e. In the event that surplus Flex Credits are available, any Executive Management employees shall have the option to allocate such Flex Credits to one or more of the following:
 - f. Executive Management Employees Flexible Spending Account.
 - g. Roth Individual Retirement Account (IRA).
 - h. ICMA or City-authorized 457 Deferred Compensation Plan.

If a Unit Employee’s residual “Flex Credits” are reduced, the employee will have the responsibility to pay the contribution no longer covered by the Surplus Flex Credits.

- 4. Employees who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in the Section K. The cost of the optional premium not covered by available flex credits shall remain the employee’s responsibility.
- 5. Employees who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [J] below.

D. Terms for Health Care Participation

Participation and coverage in the medical, dental, and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

E. Health Care Contributions

1. Employee-only Premium

The City shall contribute towards the medical, dental, and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this Salary and Benefits Plan for each member of the unit for Calendar Year 2022. The employee-only premium for medical insurance shall be in accordance with Section [C] above.

2. Employee Option for Dependent Coverage

Starting Calendar Year 2022, for those employees who elect the option for dependent

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coverage for medical, dental, and vision insurance plans, the City shall contribute monthly amounts equal to the employee plus one and employee plus family toward such dependent coverage for Calendar Year 2022 in accordance with Section [C] above. This section does not affect the current coverage for Calendar Year 2021.

F. Vision Insurance

The City shall provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this Salary and Benefits Plan.

The City shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

G. Dental Insurance

The City shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

H. Life Insurance

The City shall provide term life insurance in the amount equal to \$100,000 for each member of the unit for the term of this Salary and Benefits Plan. Additional term life insurance may be purchased by the employee in increments of \$10,000 up to a total of \$250,000.

I. Long Term Disability Insurance

The City agrees to provide to all employees within this unit at City cost a Supplemental Long Term Disability Plan, coordinated with other existing benefits to provide no more

than a thirty (30) day exclusion or elimination period; no less than a one-year benefit for accident or illness; and a minimum scheduled benefit of sixty-six percent (66%) or two-thirds (2/3) of gross salary to a maximum of \$7,000 for the term of this Salary and Benefits Plan. The City in its sole discretion shall select the Supplemental Long Term Disability Plan carrier that meets these requirements.

J. Health Insurance Waiver Option

1. Employees within this bargaining unit who elect not to participate in the City's health care insurance program will be compensated in an amount as follows:

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\$535	Employee Only
\$1,075	Employee plus one
\$1,380	Employee plus family

The compensation will be based on the employer's contribution towards the premiums for the City's health plan at the level in which the employee is eligible to participate (employee only, employee plus one dependent, employee plus two or more dependents) at the time of waiving City insurance coverage in accordance with Section [3] below. This cash amount will be paid as part of the employee's bi-weekly payroll.

2. Employees within this unit shall be eligible to elect not to participate in the City's health care program only after participating for a minimum period of one year immediately preceding the election.
3. Employees within this bargaining unit electing not to participate in the City's health care insurance program must annually provide proof of medical insurance coverage by an outside provider in order to maintain payment under this waiver option.
4. For employees who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at no cost to the employee.
5. In addition to the coverage options specified under Article 7. Insurance of the Memorandum of Understanding between the City of Hollister and Executive Management Employees, the following optional health benefits shall be available to the employees of this bargaining unit.

K. Optional Health Benefits

Employees within this unit that have elected to participate in a City-offered medical plan can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use that surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have a pre-tax payroll deduction in an amount to cover the cost of their elections.

Employees may pay the premiums for the following benefits on a voluntary basis:

- Medical Insurance
- Dental Insurance
- Vision Insurance

City of Hollister – Executive Management Salary and Benefits Plan

- Group Term Insurance up to \$50,000 for Employees only
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Cancer Insurance
- Supplemental Health Insurance
- Accidental Only Insurance
- Intensive Care Insurance

L. Flexible Spending Accounts (FSA's)

The City agrees to offer a pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law to be funded by employee.

The City agrees to offer a pre-tax medical reimbursement account, up to the IRS maximum amount per year per employee.

M. Life Insurance

The City shall offer a voluntary supplemental life insurance plan through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier. Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

8. RETIREMENT

A. Contribution (Based on Retirement Category):

Airport Manager, Development Services Director, Information Systems & Technology Director, Program Manager, Human Resources Manager, Administrative Services Director, City Clerk, City Engineer, Community Services Director, Utility Manager and Parks and Recreation Director.

Tier 1

- a. Effective the first full pay period after the execution of the Salary and Benefits Plan, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS "2.5% @ age 55" Retirement Benefit Plan shall pay eight percent (8%) of their Compensation and all unit employees under the Public Safety (Police and Fire) CalPERS "3% @ age 50" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution.

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Tier 2

- b. Effective the first full pay period after the execution of the Salary and Benefits Plan, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS "2% @ age 60" Retirement Benefit Plan shall pay seven percent (7%) of their Compensation and all unit employees under the Public Safety (Police and Fire) CalPERS "3% @ age 55" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution .

Tier 3

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a "new member" under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

Police Chief and Police Captain:

Tier 1

- a. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Police CalPERS "3% @ age 50" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution.

Tier 2

- b. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Police CalPERS "3% @ age 55" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution.

Tier 3

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a "new member" under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

Fire Chief and Fire Division Chief

Tier 1

- a. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Fire

City of Hollister – Executive Management Salary and Benefits Plan
CalPERS “3% @ age 50” Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees’ contribution.

Tier 2

- b. Effective the first full pay period after the execution of the MOU, and the City’s subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Fire CalPERS “3% @ age 55” Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees’ contribution.

Tier 3

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a “new member” under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

B. 1959 PERS Survivor Death Benefit

The City shall provide the PERS Section 21574 "Fourth Level 1959 Survivor Death Benefit" for all eligible unit members for the term of this contract. The City shall pay the employer rate contribution. The employee shall pay the member rate contribution.

C. One-Year Final Compensation Benefit

The City shall provide the PERS Section 20042 "One Year Final Compensation" benefit for eligible unit members.

All new employees hired on or after January 1, 2013, and who are defined as a “new Member” under PEPRA, are subject to the new State Formulas, Final Compensation Period, and Contribution requirements as established by the PEPRA.

D. DROP Program (Deferred Retirement Option Plan)

For the term of this contract, the City agrees to discuss consideration of implementing a DROP Program for the next contract.

9. PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM

Employees who have successfully completed probation shall be eligible to receive a one-time professional development incentive for obtaining certificates or degrees received after the date of this Salary and Benefits Plan. A professional development incentive shall not be awarded if the certification or degree is a minimum requirement for their position.

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The certificate must relate to the employee's current position or future lateral or promotional opportunities with the General Employees Unit, Mid-Management Association or the unrepresented units of Confidential Employees and Executive Management. Vocational Training, for purposes of this section, is defined as a minimum of 100 hours of specific training in a career field which results in a certificate of completion. The minimum one hundred (100) hours shall be documented classroom time or in the case of a correspondence program identified as the average length of time required to complete the program certification as documented by the certifying agency or institution. Only one (1) professional development incentive per calendar year can be received by an employee. If an employee receives a Ph.D., Master's degree or Bachelor's degree in a calendar year, the employee may also receive one (1) additional professional development incentive for a certificate earned in the same calendar year.

A. Professional Certificates - \$2,500.00 Lump Sum

- Fire – Emergency Medical Technician, Hazard Materials Certification.

B. College Degrees and Certificates - \$2,500.00 Lump Sum

- Ph.D.
- Master's Degree
- Bachelor's Degree
- Associate's Degree

C. Additional Eligibility Criteria

Additional licenses and certificates eligible for these professional development incentives, not listed in this Article, may be reviewed and approved by the City Manager in accordance with the following criteria:

- The license or certificate submitted for consideration must directly relate to the employee's current position or future lateral or promotional opportunities in accordance with the provisions of this section.
- The employee earning the license or certificate shall be subject to duties and assignments commensurate with the level of proficiency attained under the City's Professional Development Incentive Program.
- After the effective date of this Salary and Benefits Plan, all such requests for consideration for eligibility for such license and certificate incentives shall be submitted to the Department Head for review, with final approval by the City Manager at his/her sole discretion. The City Manager's determination is not subject to appeal.

City of Hollister – Executive Management Salary and Benefits Plan

The process for receiving a professional development incentive under this program shall be:

- Prior to beginning any class, program, seminar or study toward a desired certificate or degree, the employee must submit a request to his/her department head for consideration and approval of bonus award. Qualifying classes, programs, seminars or study toward a desired certificate or degree shall not be denied.
- If prior approval is not obtained, the class, program, seminar or study toward a desired certificate or degree shall not fall within the scope of this Professional Development Incentive Program.
- Upon obtaining a copy of the certificate or degree, payment will be processed for the specified incentive. Professional development incentives shall not be granted prior to receiving a copy of the degree or certificate.

The following are not eligible for consideration under this Section:

- Any driver's licenses
- Certificates, licenses, or degrees required for the position the employee holds
- Certificates, licenses, or degrees earned at the expense of the City including City sponsored training programs and consortium training programs except for approved tuition reimbursement pursuant to Section 8.10 (D) and (E) of the City of Hollister Personnel Rules & Regulations for Associate degrees, Bachelor's degrees, Master's degrees, and Ph.D. degrees.

10. PROFESSIONAL CERTIFICATE PAY

The Executive Management members who possess and maintains a Professional Certificate up to a maximum of three (3) shall be entitled to Certification Pay in the amount of Three Percent of salary based upon the obtaining of and maintaining the Certificate. The Certificate must pertain to the member's position and shall remain subject to the needs and requirements of the City. *Contracted Employees are not eligible for the Professional Certificate Pay under this Section.*

Examples of Professional Certificates are:

Police – Intermediate, Advance, Supervisory, Management and Executive
Information Systems – Microsoft, Computer Networking, Network
Security Certifications
Development Services – QSD, CECD
Management Services – Cross Connection

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11. TUITION REIMBURSEMENT

Executive Management Employees are eligible to participate in the City's Tuition Reimbursement Program, which provides reimbursement of up to Three thousand five hundred dollars (\$3,500) per employee per year of expenses incurred in job related educational programs which are approved by the City Manager.

A Tuition Reimbursement Advancement Program would allow Executive Management Employees who are in good standing, have completed their probationary period and has received approval from the City Manager to have amounts in excess of the Three Thousand Five Hundred Dollars \$3,500 in one year.

The program would require the employee to enter into an employment contract with the city. The contract would specify how many years of advancement would be provided to the employee and the prorated amount of years the employee must stay employed. If the employee leaves employment for any reason, that employee would be required to refund the remaining amount of the prorated funds.

Example: an employee has tuition and book cost of (Seven Thousand Dollars) \$7,000.00 to finish his/her Bachelor's degree. The employee enters into a contract and the fund are paid in advance to the employee or school. However, (Seven Thousand Dollars) \$7,000.00 is equivalent to (two) 2 years of reimbursement. That would require the employee to remain an employee for two years. If the officer leaves employment after one year, that individual would be required to reimburse the city for the last year of tuition reimbursement that had been advanced.

12. DEFERRED COMPENSATION PLAN

The City shall continue to provide a voluntary Deferred Compensation Plan for all employees of this unit for the term of this Salary and Benefits Plan.

13. BILINGUAL ALLOWANCE

Employees who perform technical bilingual skills (reading, writing and oral translation) for the benefit of the City on a regular and ongoing basis and who successfully pass City-administered proficiency test shall receive an allowance based on the level(s) of bilingual competency listed below.

Level I – Oral Translation

Employees who perform technical bilingual skills (reading, writing, translation) and who successfully pass a City-administered proficiency test shall receive an allowance of one hundred seventy-five dollars (\$175.00) per month.

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Level II – Written Translation

For employees who successfully pass the written proficiency test, shall receive an additional amount of one hundred and twenty-five dollars (\$125.00) per month. Each department within the City will be allowed 3 positions of level 2 bilingual services. If a department's need for bilingual services becomes greater than the allotted 3 positions, the department head may request to increase its bilingual services pending City Managers approval.

Employees who become eligible for Level II will be required to serve as an oral translator and/or provide written translation in the course of the employee's duties on a regular and on-going basis, per the City's needs. These employees may be called upon by other departments on an as need basis.

Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of city residents (i.e. City mailers, informational brochures, inserts in city utility billings, social medial, public notices, and any additional documents as needed.) Employees, who are currently receiving Level I Bilingual Allowance, will not be required to retest in order to continue receiving the monthly allowance.

14. DRUG FREE WORKPLACE POLICY

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3, 1992), is incorporated by reference into this Salary and Benefits Plan.

15. MILEAGE REIMBURSEMENT/VEHICLES

1. The City shall reimburse all eligible unit members for mileage driven in their personal vehicles while conducting City Business at the rate specified by the Internal Revenue Service. Claims for such reimbursement must be submitted on the proper City form and approve by the city before payment can be made.
2. Vehicle Use (Emergency Response – Police Chief, Police Captain, Fire Chief, Fire Division Chief, and Information Systems & Technology Director) - Executive Management Employees, that have a vehicle assigned to the position, and such vehicle is equipped with emergency lights, siren and/or tools or equipment essential to the work of that position and who's job description requires that employee to respond at times after hours and be subject to be "On Call", and respond to emergency situations, i.e., Crime investigations/Public Safety or computer network/communication outage service calls, without further compensation for the afterhours response shall be allowed to take assigned vehicle home as long as such employee lives within a one-hour response time radius of the City. City will provide for fuel and vehicle maintenance.

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16. JURY DUTY AND SUBPOENAED WITNESS

Any eligible employee of this unit shall be allowed to take leave from his/her City Duties without loss of wages, leave time or other benefits for the purpose of responding to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee receive paid leave for jury duty not more than once per calendar year. In the case of serving on a jury more than one time during a year, the employee has the option of using leave time to mitigate loss of pay. No employee shall suffer loss of wages or other benefits responding to a subpoena to testify in court on behalf of the City.

17. LONGEVITY PAY

A longevity bonus shall be paid to employees of this unit who complete the following specified consecutive years of service. Contracted Employees are not eligible for the Longevity Pay under this Section:

<u>NUMBER OF CONSECUTIVE YEARS</u>	<u>LONGEVITY BONUS</u>
<i>10 - 14 Years</i>	<i>Three Percent (3.0%) of Base Salary</i>
<i>15 - 19 Years</i>	<i>Six Percent (6.0%) of Base Salary</i>
<i>20 or more Years</i>	<i>Nine Percent (9.0%) of Base Salary</i>

18. EVENT PAY

Any Executive Management Employee who is required to work a special event (i.e. Rally, Public Safety Strike Force Teams, HazMat Day, OTS Grant etc.) or any disaster with City Manager's approval will be compensated \$500.00 per day.

19. SAFETY EQUIPMENT

The City agrees to provide all necessary protective clothing and safety equipment for members in this unit. In addition, the City shall comply with all applicable State laws regarding damage and loss of uniforms and/or personal equipment. Personal protective vests will be replaced at City cost as per manufacturer's recommendations or repaired at City's option.

20. TERM

The term of this Salary and Benefits Plan shall commence on October 9, 2021.