

**EXHIBIT A**

**COMPENSATION AND BENEFIT PLAN**

**FOR THE**

**CITY OF NEWARK**

**CONFIDENTIAL EMPLOYEE GROUP**

**JULY 1, 2015**

**THROUGH**

**JUNE 30, 2017**

**Adopted: June 25, 2015**

\*\* Amended March 10, 2016

\*\*\* Amended April 28, 2016

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**COMPENSATION AND BENEFIT PLAN FOR THE  
CONFIDENTIAL EMPLOYEE GROUP**

I. TERM

This plan shall be in effect from July 1, 2015 through June 30, 2017.

II. COMPENSATION

A. General Salary Increase

The salary ranges for all classifications shall be increased as follows:

- a. Effective July 1, 2015, salary increase shall be two percent (2%)
- b. Effective January 1, 2016, salary increase shall be two percent (2%)
- c. Effective July 1, 2016, salary increase shall be three percent (3%)

The total compensation salary ranges shall be as set forth in Attachment A.

- B. With approval of the employee's department head and the City Manager, full-time Confidential Group Employees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi-monthly pay will be reduced 5%.

C. Salary Computation:

1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the average hours worked in a month).
2. Hourly equivalent of base salary at time and one-half = straight time times 1.5.

III. HEALTH AND WELFARE PROGRAMS

- A. The contribution by the City toward monthly premiums for health and welfare programs of Confidential employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). For 2015, this amount is \$122 per month. For 2016, the amount is \$125 per month. In

the event that an employee elects to waive participation in the Program, the amount will be paid to the employee. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, the City-administered dental insurance plans and/or the City-administered vision plan as a before-tax conversion of salary. Administration of the Flexible Benefit Plan shall be pursuant to Section 125 of the Internal Revenue Code.

In addition to the City's direct PEMHCA contribution of the Minimum Employer Contribution, effective July 1, 2015, the City shall provide regular full-time employees an additional \$128 per month for each eligible Confidential employee to the City's cafeteria plan. This amount will be prorated for regular part-time employees (e.g., a regular part-time employee scheduled to work 20 hours per week will receive \$64 per month). The \$128 monthly contribution or prorated amount may be used by eligible employees to pay for employer offered benefits including medical, dental, and/or vision insurance. In the event that the cost for the selected employer offered medical, dental or vision insurance exceeds \$128 per month, the balance will be paid by the employee through automatic payroll deduction (pre-tax if it is elected by the employee), as provided by IRC Section 125. Effective January 1, 2016, the City shall provide regular full-time employees an additional \$122 per month (for a total additional amount of \$250 per month). This amount will be prorated for regular part-time employees. Effective January 1, 2017, the City shall provide regular full-time employees an additional \$50 per month (for a total additional amount of \$300). This amount will be prorated for regular part-time employees.

Employees may "cashout" any money not used for the purchase of employer offered benefits under the cafeteria plan. Any "cashout" will be paid to the employee in taxable compensation subject to the following limits:

- Effective July 1, 2015, the maximum "cashout" amount an employee may receive per month is the Minimum Employer Contribution (\$122 monthly in 2015) plus an additional \$128 per month for a total of \$250 per month. Effective January 1, 2016, the maximum "cashout" amount an employee may receive per

month is the Minimum Employer Contribution (\$125 per month in 2016) plus a total additional amount of \$250 per month for a total of \$375 per month in 2016. Effective January 1, 2017, the total maximum "cashout" amount an employee may receive is the Minimum Employer Contribution (to be determined) plus a total additional amount of \$300.

- B. All regular full time employees in the Confidential Group are eligible for an allowance of up to \$100 per month towards the cost of health care premiums, long-term disability premiums, or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group are eligible for an allowance of up to \$75 for 30-35 hour employees and up to \$50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:
1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of \$100 per month for full time employees, up to a maximum of \$75 for regular part-time 30-35 hour employees and up to a maximum of \$50 for regular part-time 20-25 hour employees.
  2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be \$33.00 and the maximum quarter reimbursement allowance is \$300.00 for full time employees, \$225 for regular part-time 30-35 hour employees and \$150 for regular part-time 20-25 hour employees.
  3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long-term disability premiums, or health care expenses. During a leave of absence without pay, an employee is not eligible to receive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.

4. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.
  5. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis if the employee qualified for the Health Benefit. To qualify for pro-rata pay, the employee must serve 50 percent of the working days in the pro-rated month to qualify for full benefit described in Section III, C. 1.
- C. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.
  - D. The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.
  - E. The City shall provide \$20,000 term life insurance coverage for all Confidential employees.

#### IV. ACTING / SPECIAL ASSIGNMENT PAY

- A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:
  1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.
  2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.
  3. Confidential employees will be eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the department head, with City Manager

approval.

4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head either before or after the employee begins the acting assignment.
5. For an unplanned absence, acting pay shall be paid effective five consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

- B. The City agrees to pay regular full-time employees bilingual assignment pay of \$75.00 per month. Regular part-time employees scheduled to work 30-35 hour per week will receive bilingual assignment pay of \$56 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$38 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

## VI. HOLIDAYS

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees represented by the Confidential Employee Group:

- 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, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Last work day before Christmas
- December 25, Christmas Day
- Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval
- Floating Holiday, to be scheduled subject to department head approval

An employee must be employed in a classification covered by this Resolution on his/her birth date to be eligible for the birthday holiday during that fiscal year.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holiday must be scheduled and used during the fiscal year. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, in the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be

funded in the employee's Floating Holiday Bank on July 1, 2013 for the 2013-2014 fiscal year and on July 1, 2014 for the 2014-2015 fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

<u>Work Schedule</u>	<u>Holiday Pay</u>
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

## VII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, son, daughter, stepson, stepdaughter, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee.

Regular part-time employees shall be eligible for prorated bereavement leave in accordance with Section V. above and as listed below:

<u>Work Schedule</u>	<u>Prorated Bereavement Leave</u>
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

IX. CONFIDENTIAL LEAVE

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".
2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.
3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.
4. Additional Contribution Towards Employer Rate
  - a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a

maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

- b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased from 10.00% to 13.00%, each Classic Member would contribute 1.50% of his/her salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased from 13.00% to 11.00%, each Classic Member would contribute .50% of his/her salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

- 1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

- 2. Additional Contribution Towards Employer Rate

- a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay (currently 3.468%) for a current total of 9.718%.

- b. The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a

total of 9.718%.

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three-year average compensation requirement to PEPRAs members.

## XI. WORKING HOURS

### A. Work Schedule

Regular full-time Confidential employees shall work 40 hours per week on weekdays on a 9/80 work schedule with alternating Fridays off.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at 30-35 hours per week or 20-25 hours per week.

### B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

### C. Alternate Work Schedule

Alternatives to the 9/80 work schedule (including the voluntary 9/76 work schedule as described in Attachment D) will be subject to the approval of the City Manager and Department Head.

### D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, birthday holiday and/or comp time during the furlough.
2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:
  - a. There is two weeks advance notice to payroll, and
  - b. The salary advance for a given fiscal year is fully repaid by May 31 of that fiscal year, and
  - c. Repayments begin no later than January 1 of the fiscal year.
4. Salary advances for regular part-time employees shall be as follows: Schedules of 20-25 hours may receive an advance of 16 hours pay and schedules of 30-35 hours may receive an advance of 24 hours pay.

## XII. OVERTIME

Work performed by full-time employees in excess of the forty (40) hour work week shall be classed as overtime work. Work performed by regular part-time employees in excess of the forty (40) hour workweek shall be classed as overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of pay or compensatory time off up to a maximum of sixty (60) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

### A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than 24 hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one minimum shall apply.

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished,

a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same (3) three hour period, only one minimum shall apply.

## XII. EDUCATIONAL REIMBURSEMENT

### A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

### B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to \$10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.
2. If an employee receives more than \$5,000.00 dollars during his/her term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
  - a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and
  - b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up

to \$10,000) under the Educational Reimbursement Plan as follows:

- i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.
  - ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.
  - iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.
  - iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.
  - v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.
  - vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.
3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.
- C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIV. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.
2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability.

Section XIV. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

DATED: July 1, 2015

NEWARK CONFIDENTIAL GROUP

CITY OF NEWARK

By: \_\_\_\_\_  
Rebecca Blair, Representative  
Confidential Group

By: \_\_\_\_\_  
John Becker  
City Manager

## ATTACHMENT A

### COMPENSATION BASE FOR REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Confidential Employee Group

July 1, 2015  
MONTHLY SALARY\*

<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accounting Technician - Confidential	Monthly	\$5,714	\$5,970	\$6,237	\$6,511	\$6,810
	Hourly	\$32.97	\$34.44	\$35.98	\$37.56	\$39.29
Administrative Assistant	Monthly	\$5,696	\$5,976	\$6,273	\$6,583	\$6,917
	Hourly	\$32.86	\$34.48	\$36.19	\$37.98	\$39.91
Executive Assistant	Monthly	\$6,332	\$6,643	\$6,974	\$7,320	\$7,682
	Hourly	\$36.53	\$38.32	\$40.23	\$42.23	\$44.32
Human Resources Technician	Monthly	\$5,817	\$6,102	\$6,407	\$6,722	\$7,060
	Hourly	\$33.56	\$35.20	\$36.96	\$38.78	\$40.73

January 1, 2016  
MONTHLY SALARY\*

<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accounting Technician - Confidential	Monthly	\$5,828	\$6,089	\$6,362	\$6,641	\$6,946
	Hourly	\$33.62	\$35.13	\$36.70	\$38.31	\$40.07
Administrative Assistant	Monthly	\$5,810	\$6,096	\$6,398	\$6,715	\$7,055
	Hourly	\$33.52	\$35.17	\$36.91	\$38.74	\$40.70
Executive Assistant	Monthly	\$6,459	\$6,776	\$7,113	\$7,466	\$7,836
	Hourly	\$37.26	\$39.09	\$41.04	\$43.07	\$45.21
Human Resources Technician	Monthly	\$5,933	\$6,224	\$6,535	\$6,856	\$7,201
	Hourly	\$34.23	\$35.91	\$37.70	\$39.55	\$41.54

\*\* Amended March 10, 2016  
MONTHLY SALARY\*

<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accounting Technician - Confidential	Monthly	\$5,828	\$6,089	\$6,362	\$6,641	\$6,946
	Hourly	\$33.62	\$35.13	\$36.70	\$38.31	\$40.07
Administrative Assistant	Monthly	\$5,810	\$6,096	\$6,398	\$6,715	\$7,055
	Hourly	\$33.52	\$35.17	\$36.91	\$38.74	\$40.70
Executive Assistant	Monthly	\$6,459	\$6,776	\$7,113	\$7,466	\$7,836
	Hourly	\$37.26	\$39.09	\$41.04	\$43.07	\$45.21
Human Resources Technician	Monthly	\$5,933	\$6,224	\$6,535	\$6,856	\$7,201
	Hourly	\$34.23	\$35.91	\$37.70	\$39.55	\$41.54
Legal Assistant **	Monthly	\$5,810	\$6,096	\$6,398	\$6,715	\$7,055
	Hourly	\$33.52	\$35.17	\$36.91	\$38.74	\$40.70

\*\*\* Amended April 28, 2016  
MONTHLY SALARY\*

<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accounting Technician I - Confidential ***	Monthly	\$5,828	\$6,089	\$6,362	\$6,641	\$6,946
	Hourly	\$33.62	\$35.13	\$36.70	\$38.31	\$40.07
Accounting Technician II - Confidential ***	Monthly	\$6,411	\$6,698	\$6,998	\$7,305	\$7,641
	Hourly	\$36.99	\$38.64	\$40.37	\$42.14	\$44.08
Administrative Assistant	Monthly	\$5,810	\$6,096	\$6,398	\$6,715	\$7,055
	Hourly	\$33.52	\$35.17	\$36.91	\$38.74	\$40.70
Executive Assistant	Monthly	\$6,459	\$6,776	\$7,113	\$7,466	\$7,836
	Hourly	\$37.26	\$39.09	\$41.04	\$43.07	\$45.21
Human Resources Technician	Monthly	\$5,933	\$6,224	\$6,535	\$6,856	\$7,201
	Hourly	\$34.23	\$35.91	\$37.70	\$39.55	\$41.54
Legal Assistant	Monthly	\$5,810	\$6,096	\$6,398	\$6,715	\$7,055
	Hourly	\$33.52	\$35.17	\$36.91	\$38.74	\$40.70

July 1, 2016 - \*\* Amended March 10, 2016; \*\*\* Amended April 28, 2016  
MONTHLY SALARY\*

<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accounting Technician I - Confidential***	Monthly	\$6,003	\$6,272	\$6,553	\$6,840	\$7,154
	Hourly	\$34.63	\$36.18	\$37.81	\$39.46	\$41.27
Accounting Technician II - Confidential***	Monthly	\$6,603	\$6,899	\$7,208	\$7,524	\$7,870
	Hourly	\$38.09	\$39.80	\$41.59	\$43.41	\$45.40
Administrative Assistant	Monthly	\$5,984	\$6,279	\$6,590	\$6,916	\$7,267
	Hourly	\$34.52	\$36.22	\$38.02	\$39.90	\$41.92
Executive Assistant	Monthly	\$6,653	\$6,979	\$7,326	\$7,690	\$8,071
	Hourly	\$38.38	\$40.26	\$42.27	\$44.37	\$46.56
Human Resources Technician	Monthly	\$6,111	\$6,411	\$6,731	\$7,062	\$7,417
	Hourly	\$35.26	\$36.99	\$38.83	\$40.74	\$42.79
Legal Assistant**	Monthly	\$5,984	\$6,279	\$6,590	\$6,916	\$7,267
	Hourly	\$34.52	\$36.22	\$38.02	\$39.90	\$41.92

\* Monthly salaries are based on a 40-hour workweek.

Regular full-time Confidential employees on the Voluntary 9/76 Work Schedule (Attachment D) shall work 38 hours per week on weekdays for a 76 hour bi-weekly period. The reduction in the workweek from 40 hours to 38 hours results in a 5% reduction in pay.

## ATTACHMENT B

### GENERAL LEAVE PLAN FOR CONFIDENTIAL EMPLOYEE GROUP

#### I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

#### II. APPLICABILITY

The General Leave Plan shall apply to regular full time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT employee who works 24 hours per week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

#### III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

Years of Annual Completed Service	Annual Leave Accrual Full Time	RPT 30-35	RPT 20-25
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14)

calendar days during a calendar month, the employee shall not accrue General Leave credits.

- D. General Leave During First Year: Beginning on the 90<sup>th</sup> day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with 46 working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi-monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the 90<sup>th</sup> day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

- E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

<u>Years of Service</u>	<u>FT Max. accrual</u>	<u>RPT 30-35</u>	<u>RPT 20-25</u>
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

#### IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

- A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

- B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.
- C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or his/her designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

- A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.
- C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying his/her supervisor within one (1) hour after the time set for

reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

- D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to return to work at the earliest possible time.
- E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.
- F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.
- G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.
- H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.
- I. Use of Sick Leave Bank:
  - 1. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than eight (8) cumulative work days during any fiscal year may use unused sick leave balances for

absences due to further illness or injury prior to using further General Leave in that fiscal year.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.
3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

#### VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

- A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (sixty (60) to seventy (70) hours for 30-35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

#### VII. GENERAL LEAVE AT TERMINATION

- A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.
- B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

## **ATTACHMENT C**

### **RECREATION BENEFITS**

- I. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.
  
- II. Employees, their spouses or registered domestic partners, and their children 18 years of age and under, will receive resident rates for class registration and facility rentals.

## **ATTACHMENT D**

### **VOLUNTARY 9/76 WORK SCHEDULE**

Participation in the voluntary 9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.

The election for a 9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.

A 38 hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.

To request a 9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head.