

COMPENSATION PLAN FOR  
CONFIDENTIAL NON-MANAGEMENT PERSONNEL  
CITY OF SALINAS

~~April 28, 2009~~  
July 1, 2011 -  
December 31, 2015

6/21/11  
with tentative changes  
Jim Piro  
Cheryl Carney

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COMPENSATION PLAN FOR  
CONFIDENTIAL NON-MANAGEMENT PERSONNEL

**SECTION 1 - PREAMBLE**

(Not applicable)

**SECTION 2 - NO ABROGATION OF RIGHTS**

(Not applicable)

**SECTION 3 - PAST PRACTICES**

(Not applicable)

**SECTION 4-NO DISCRIMINATION**

(Not applicable)

**SECTION 5 - RECOGNITION MATTERS**

(Not applicable)

**SECTION 6 - PAY RATES AND PRACTICES**

**A. Wages**

*Employees will receive a four percent (4%) or eight (8) ranges increase on the salary schedule effective with the payroll period inclusive of ~~December 1, 2011~~ December 1, 2013.*

*Employees will receive a four percent (4%) or eight (8) ranges increase on the salary schedule effective with the payroll period inclusive of ~~January 1, 2013~~ January 1, 2015.*

*The City agrees that it will not layoff bargaining unit members during the first six months of the 2011 – 2012 fiscal year.*

**B. Flexible Compensation Plan**

January 1 each year Confidential Non-Management Personnel shall receive a Flexible Compensation Plan equal to a total of five percent (5%) of the employee's base salary, which may, subject to administrative direction, be used for insurance premiums, additional life insurance, deferred compensation, flexible leave, or cash.

**C. Work Schedule**

*Effective July 1, 2009 employees will work a thirty-six (36) hours workweek with a 4/9 Monday-Thursday work schedule. This schedule will remain in effect as determined by the City of Salinas. While this work schedule is in effect, members of this unrepresented group will receive compensatory increases provided to other employee groups. This provision excludes compensatory increases that are already contracted with other groups, restoration of benefits previously surrendered by other groups, and increases that are mandated through binding arbitration. For purposes of health and welfare benefits, a 72 hour pay period will be considered full-time employment and qualify for benefits under section 7.*

**D. Bilingual Pay**

A premium of five percent (5%) of base salary shall be paid to an employee assigned by management to speak and use a language other than English in the course of the employee's duties. This section is subject to administrative direction.

**E. Special Assignment Pay**

The City has established two categories of special assignment pay to replace the single category previously known as "working out of class".

1. **Special Assignment Pay While Working Out of Class.** An employee who is assigned by the Department Director to perform a majority of the duties of a higher classification shall receive a ten percent (10%) Special Assignment Pay while performing those duties. Such pay shall start on the first day of assignment and be based on the employee's established salary. Request for special assignment, out of class pay must be submitted within the pay period in which the special assignment pay was worked.
2. **Special Assignment Pay While Performing Additional Responsibilities.** An employee who is assigned by the Department Director a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay.

Such pay is authorized on recommendation of the Department Director with approval of the City Manager. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

**F. Confidential Stipend**

Effective October 1, 2007 the unrepresented employee stipend amount will be restored to \$200 per month. The designation of unrepresented employee stipend will be changed to Confidential employee stipend.

- G. Effective January 1, 1996, the base salary for Confidential Non-Management employees will include an additional two and one-half (2.5%) percent in recognition of their confidential status.
- H. **Longevity Pay**

Effective with the payroll inclusive of January 1, 2008, employees who have attained twenty (20) years of service with the City of Salinas shall permanently receive a longevity pay incentive of an additional five percent (5%) base salary in recognition of their time in service.

- I. **Educational Achievement Pay**

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

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

**SECTION 7 - BENEFITS**

- A. **Health, Dental, and Vision Plan / Cafeteria Benefit**

- 1. Premiums:

- a. The City will pay the full amount of premiums for PERS Choice health, dental and vision plan for employee and eligible dependents for full time employees (40 hours per week).
- b. The City will pay the full amount of premiums for PERS Choice health, dental and vision for the employee only for employees working in full-time positions who request and are granted the ability to work less than full time hours.
- c. The City will pay the full amount of premiums for PERS Choice health, dental and vision for the employee only for employees working in budgeted permanent part-time positions.

- B. **Biennial Physical Examination**

The City will provide a Confidential Non-Management Employee with a physical examination for preventive health measures. The employee shall be eligible for the first such physical twenty-four (24) months from the date of regular hire and every twenty-four (24) months thereafter while he or she remains in regular employ. Employees forty (40) years of age or older shall be eligible for a physical examination every eighteen (18) months.

The City will pay for usual and customary costs for the biennial office exam and for the normal

associated lab work as outlined in the biennial medical exam form for the employee's occupation. Additional testing or examinations resulting from abnormal findings from any physical exam may be submitted by the employee to the employee's medical plan or through the Worker's Compensation process, whichever is appropriate. When the employee is in an occupation requiring additional testing or examination because of legislation or a court of competent jurisdiction the City will pay for usual and customary costs of such testing/examination.

**C. Long Term Disability**

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60%. No maximum monthly benefit program.

**D. Life Insurance**

The City shall provide term life insurance in an amount of \$50,000 for each Confidential Non-Management employee.

**E. Employee Development**

An employee shall be allowed up to one thousand dollars (\$1000) per fiscal year for tuition and books on a reimbursement basis upon successful completion of an approved (by the Department Director and the Human Resources Officer) course of study and/or individual courses. Eligible expenses are defined as costs for classes that meet the following criteria:

- Approval is obtained prior to attending class are directly related to an employee's job duties.
- Receive college units, CEU credit, or are presented by a bona fide recognized firm or training institution with direct knowledge of and experience in the curriculum offered for which class and study time are outside of the employee's work hours.
- For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops that are not part of an academic course of study is limited to the cost of registration only. Expenses for meals, lodging, travel and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes that are part of an approved academic course of study will be eligible for reimbursement under this program.

Employee purchase of City standard software and related books/publications shall also be eligible for reimbursement under the Employee Development Program.

**F. Retirement Benefits**

Effective for the term of this Compensation Plan, employees enrolled in the City's New York Life Retirement Program shall pay four and one-half percent (4 ½%) of salary as the "employee-paid"

contributions to the City's New York Life Retirement Program. The City shall pay all contributions in excess of the employee-paid contribution.

Effective for this term of this Compensation Plan, employees enrolled in the California State Public Employees' Retirement System (PERS) shall pay seven percent (7%) as the employee-paid contribution.

Effective June 1, 2001, the PERS Retirement Benefit shall be amended to provide for the two (2%) percent at age fifty-five (55) retirement formula based on single highest year compensation.

Effective June 1, 2001, the New York Life Retirement Program shall be amended to provide for a retirement benefit based on single highest year compensation.

Subject to majority vote of all New York Life Retirement Program active participants, the NYL Retirement Program may be amended to a two (2%) percent at age fifty-five (55) benefit and employee-paid contribution increasing from the current four and one-half (4 ½%) percent to seven (7%) percent.

**G. Early Retirement Incentive**

*Twenty-four (24) months of health insurance, with premium paid by the City, will be provided to any member who qualifies for a normal or early retirement (as defined by retirement plan) and elects to retire prior to January 31, 2010. The maximum health insurance (medical, dental and vision) payment amount available will be PERSCchoice at employee +1 dependent.*

**H. Physical Fitness/Wellness Program (Effective January 1, 2008)**

1. Effective for costs each calendar year, City will provide fifty percent (50%) reimbursement to employees for actual costs of participation in health club memberships for employee only, subject to the following conditions:
  - Health clubs must be in the City of Salinas
  - Reimbursement shall not exceed \$500 per calendar year, per employee
  - Reimbursement shall be made once a year during the month of January and requires submission of actual receipts
  
2. Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program dated June 9, 1995, administered through Hartnell College. Payment of a fitness premium shall be made thirty (30) calendar days after the completion of the testing process as follows:

Level 4	\$ 500
Level 5	\$ 750
Level 6	\$1,000

## SECTION 8 - LEAVE PROVISIONS

### A. Holidays (8 hours per day)

- | 1. Fixed Holidays         | Date                        |
|---------------------------|-----------------------------|
| New Year's Day            | January 1                   |
| Martin Luther King        | Third Monday in January     |
| Lincoln's Birthday        | February 12                 |
| Presidents Day            | Third Monday in February    |
| Memorial Day              | Last Monday in May          |
| Independence Day          | July 4th                    |
| Labor Day                 | First Monday in September   |
| Veteran's Day             | November 11                 |
| Thanksgiving Day          | Fourth Thursday in November |
| Friday after Thanksgiving | Day after Thanksgiving      |
| Christmas Eve             | December 24                 |
| Christmas Day             | December 25                 |
- Two (2) floating holiday per calendar year.
  - Every day appointed by the President or Governor for a public day of mourning, Thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.

### B. Annual Leave

Annual Leave shall be as provided in Section 11.3 of the February 1, 1988 edition, as amended, of the Personnel Rules and Regulations. *Benefit is calculated at 8-hour day.*

1st through 5th year	22 days per year	176 hours per year
6th through 10th year	27 days per year	216 hours per year
11th through 15th year	29 days per year	232 hours per year
16th through 17th year	30 days per year	240 hours per year
18th through 19th year	31 days per year	248 hours per year
20th through 24th year	32 days per year	256 hours per year
25th through retirement	33 days per year	264 hours per year

### C. Bereavement Leave

Confidential Non-Management Personnel shall be entitled to four (4) days of leave with pay for a death in the family. Up to five (5) days of leave with pay may be authorized to an employee who travels out of the state to attend the funeral of the deceased family member. All provisions of the Personnel Rules and Regulations regarding Bereavement Leave (Section 11.8) shall apply. Registered Domestic Partners will be recognized.

Family member includes:

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

**D. Family & Medical Leave**

In accordance with the California Family Rights Act and the Federal Family and Medical Leave Act, the City of Salinas Family & Medical leave Policy is detailed in the Administrative Memorandum 94-1, effective February 1, 1994.

**E. Retirement Health Savings Plan**

The City and Association shall review alternatives for the provision of an employee funded Retiree Health Savings Plan. The City shall institute a qualified plan for the Association membership if requested to do so. The City shall not participate financially in any funding of the Plan.

**SECTION 9 - WORKING CONDITIONS**

**A. Grievance/Disciplinary Action Appeals Procedure**

The Grievance/Disciplinary Action Appeals Procedure for Confidential Non-Management Personnel is set forth in the Personnel Rules and Regulations. No employee shall suffer retaliation resultant from use of this procedure.

**B. Performance Evaluations**

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation that the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the Department Director. Within ten (10) working days of the receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the Department Director shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the Department Director shall respond in writing to the employee. The decision of the Department Director shall be final and not subject to the grievance procedure.

Performance evaluations will include notations of the employee's significant extra efforts, job related training, commendations and all positive written input.

**C. Overtime**

Overtime will conform with FLSA, Administrative Memorandum dated 86-4, as amended, and the Personnel Rules and Regulations. The City will pay overtime (in cash or time off subject to administrative rules) after forty (40) hours of continuous at work assignment in any one work week.

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

**D. Alternate Hours of Work Policy**

During the term of this Memorandum of Understanding, the City shall work with the group to develop an Alternate Hours of Work Policy within the following parameters:

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

**E. Compensatory Time**

Accumulation of compensatory time shall be limited to eighty (80) hours, with an option of full buy-out at the appropriate rate of pay upon separation of employment with the City.

*120 hours* *copy*

**SECTION 10 - MISCELLANEOUS**

**A. Americans With Disabilities Act**

Language consistent with Federal regulations included in the Americans With Disabilities Act shall be included in an addendum to this Plan.

**SECTION 11 - TERM**

*The term of this Compensation Plan shall commence April 28, 2009 and shall expire ~~December 31, 2013~~ December 31, 2015, except as otherwise provided in this plan.*

**APPENDIX A**

**CONFIDENTIAL NON-MANAGEMENT  
JOB CLASSIFICATION - SALARY SCHEDULE  
(EFFECTIVE WITH PAYROLL INCLUSIVE ~~DECEMBER 1, 2011~~ December 1, 2013)**

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Administrative Group</b>							
C07	VOLUNTEER SVCS COORD	41.7	4765	5003	5254	5517	5793 6083
C08	EXECUTIVE ASSISTANT	39.5	4280	4495	4719	4955	5203 5463
C27	DEPUTY CITY CLERK	38.1	3997	4197	4407	4627	4858 5101
<b>Clerical Group</b>							
E01	LEGAL SECRETARY	38.1	3997	4197	4407	4627	4858 5101
E15	CONF ADMIN SECRETARY	37.5	3883	4076	4280	4495	4719 4955
E16	HUMAN RESOURCES TECHNICIAN	35.9	3591	3770	3958	4156	4364 4582
E21	CONFIDENTIAL SECRETARY	32.8	3087	3241	3403	3573	3752 3940
<b>Fiscal Group</b>							
H25	PAYROLL COORDINATOR	42.1	4858	5101	5357	5625	5906 6202
H23	PAYROLL TECHNICIAN	39.0	4176	4385	4604	4834	5076 5330

**CONFIDENTIAL NON-MANAGEMENT  
JOB CLASSIFICATION - SALARY SCHEDULE  
(EFFECTIVE WITH PAYROLL INCLUSIVE ~~JANUARY 1, 2013~~ January 1, 2015)**

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Administrative Group</b>							
C07	VOLUNTEER SVCS COORD	42.5	4955	5203	5463	5737	6024 6325
C08	EXECUTIVE ASSISTANT	40.3	4451	4673	4907	5152	5410 5681
C27	DEPUTY CITY CLERK	38.9	4156	4364	4582	4811	5052 5304
<b>Clerical Group</b>							
E01	LEGAL SECRETARY	38.1	4156	4364	4582	4811	5052 5304
E15	CONF ADMIN SECRETARY	38.3	4037	4239	4451	4673	4907 5152
E16	HUMAN RESOURCES TECHNICIAN	36.7	3734	3921	4116	4322	4538 4765
E21	CONFIDENTIAL SECRETARY	33.6	3209	3370	3539	3816	3902 4096
<b>Fiscal Group</b>							
H25	PAYROLL COORDINATOR	42.9	5052	5304	5570	5849	6141 6449
H23	PAYROLL TECHNICIAN	39.8	4343	4560	4788	5027	5279 5543

**General Provision Regarding Americans With Disabilities Act**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice nor shall it be used or cited as past practice in any grievance procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss alternatives to disregarding the Agreement.

RESOLUTION NO. 20045 (N.C.S.)

**RESOLUTION RATIFYING THE  
COMPENSATION PLANS BETWEEN THE CITY OF SALINAS AND THE  
CONFIDENTIAL MISCELLANEOUS AND CONFIDENTIAL MANAGEMENT GROUPS**

WHEREAS, the City of Salinas has met and conferred in good faith with the Confidential bargaining units; and

WHEREAS, City of Salinas employees represented by Confidential Miscellaneous and Confidential Management groups approved the modified and amended Memorandum of Understanding reached during the good faith meet and confer process;

NOW, THEREFORE, the Council of the City of Salinas does hereby approve the modified and amended Compensation Plans to be effective for the period of July 1, 2011 through December 31, 2015.

PASSED AND ADOPTED THIS 21st DAY OF JUNE 2011

**AYES:** Councilmember: Barrera, Craig, De La Rosa, Lutes, McShane, Sanchez and Mayor Donohue

**NOES:** None

**ABSENT:** None

**APPROVED:**

  
Dennis Donohue, Mayor

**ATTEST:**

  
Ann Camel, City Clerk