

**CITY OF PLEASANT HILL
MANAGEMENT PAY PLAN**

September 1, 2022 through August 31, 2023

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MANAGEMENT PAY PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE OF MANAGEMENT PAY PLAN

The City Council and the City's management employees wish to establish and maintain an equitable plan of compensation and benefits for department heads and other management personnel of the City. This plan shall be known as the "Management Pay Plan" (also known as the "Plan" or "MPP"). The purpose of the Plan is to recognize professional performance and to compensate and retain the most talented and motivated managers for the City of Pleasant Hill.

SECTION 2. ADMINISTRATION OF MANAGEMENT PAY PLAN

The Management Pay Plan shall be administered by the City Manager or his/her designee. The City Manager shall have the authority to establish and revise policies and procedures to ensure fair and equitable administration of the plan. The City Manager shall also periodically evaluate the composition of the group included in the plan and recommend to the City Council the addition or deletion of management employee classifications for inclusion in the plan.

SECTION 3. DEFINITIONS AND STATUS

A. Management Employee. A "management employee" is defined as:

1. Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to department heads; and
2. Any employee having authority to:
 - a. Exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances; *or*
 - b. Effectively recommend any such employment actions, provided, the exercise of such authority to recommend an employment action is not of a merely routine or clerical nature, but requires the use of independent judgment.

B. Department Head. For purposes of this MPP, the phrase “department head” means the Chief of Police, the Director of Public Works and Community Development, the Director of Finance and the Director of Human Resources.

C. At Will Status of Department Heads. A department head’s employment is “at will”. As such, both the department head and the City have the right to terminate their employment relationship at any time, with or without advance notice, and with or without cause subject to the provisions of Section 11 of this Management Pay Plan. Only the City Manager may alter a department head’s at will status, and only through a written agreement that is signed both by the City Manager and the department head.

D. Employment Status of Non-Department Head Managers. The employment of all other management employees covered by this Plan shall be subject to the provisions of the City’s Personnel Rules and Regulations.

E. Executive Team. All department heads and certain other management employees designated by the City Manager are members of the Executive Team, which also includes the City Manager and the City Attorney. The Executive Team’s primary role is to provide leadership and strategic direction in implementing the City Council’s policies and managing the day-to-day operations of the City.

F. Classifications Covered by Management Pay Plan. The current list of management classifications covered by the Management Pay Plan, collectively known as the “Management Group”, is set forth in Exhibit A.

SECTION 4. TERM OF MANAGEMENT PAY PLAN

This Management Pay Plan shall be effective September 1, 2022 and shall continue in full force and effect until expiration at midnight on August 31, 2023.

SECTION 5. MANAGEMENT SALARY RANGES

A. Annual Adjustment of Salary Ranges

Except as provided in Section 6.A.1,6.A.2, and 6.A.3 below, there shall be no annual adjustment of salary ranges based on a salary survey during the term of

this agreement. The parties acknowledge that the City of Pleasant Hill's Management Pay Plan has historically included a salary formula. The parties have agreed to not use the formula for the term of this agreement. It is the intent of the City to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that rational surveys of the wages and benefits of employees performing comparable work for comparable agencies provide useful information in ensuring that the City continues to meet this goal. Rather, the City shall adjust each of the management salary ranges by the amount of the Management Group's wage increase for that year, if any.

B. Additional Adjustments to Police Management Salary Ranges to Preserve Differentials

The minimum percentage differentials between the salary ranges for the following police management classifications shall be as follows:

- Captain - Chief of Police: 10%
- Lieutenant – Captain: 7.5%
- Sergeant – Lieutenant: 15%

These differentials are essential to maintaining a compensation policy that rewards the increasing level of knowledge, skill and ability required for each successive classification's broader scope of responsibility. Salaries of individuals within the Chief, Captain or Lieutenant classifications shall not be adjusted simply because one or more of the salary ranges for these classifications has been adjusted to preserve the salary range differentials specified in this section, except as specified in subsection "D" below ("Impact of Salary Range Adjustments on Individual Salaries").

The minimum and maximum of the salary range applicable to the Lieutenant classification shall be increased five percent (5%) over the amounts in effect March 31, 2018, before application of the cost of living range adjustments set forth in section 6.A below. The result of these adjustments are reflected in Exhibit B of this Management Pay Plan.

C. Absence of Salary “Steps”

There shall be no specified or pre-determined "steps" within the salary ranges for management classifications. Rather, each such range shall be left clear between its minimum and maximum amounts, thus allowing flexibility to make individual merit adjustments in recognition of varying levels of performance and goal attainment.

D. Impact of Salary Range Adjustments on Individual Salaries

Except as provided in Section 6.A.1 and 6.A.2 below, when management salary ranges are adjusted, no management employee's salary will be adjusted solely due to such changes *unless* the employee's salary falls below the minimum amount of the new salary range for his/her classification. If this occurs, the employee's salary shall be adjusted further to equal the minimum amount of the new salary range. The determination of whether a management employee's salary falls below the minimum of his/her new salary range shall be made after the employee has received the wage increase provided by this Management Pay Plan, if any.

E. Setting Salaries Within Ranges

The City Manager, or his/her designee, shall set the compensation for individual management employees at the time of their initial appointment, within the established salary range for their classification. New hires may be appointed anywhere within the salary range for their classification. Incumbents may be adjusted anywhere within the salary range for their classification, subject to the requirements of Section 7.C.

F. Salary Ranges for Management Classifications

The salary ranges for each of the City's management classifications are attached as Exhibit B.

SECTION 6. WAGE INCREASES

A. Wage Increases for the Period September 1, 2022 to August 31, 2023

The City will apply the following increases to the base salary rates of employees covered by this Plan as follows:

1. Effective September 1, 2022 three percent (3%) of base rates in effect August 31, 2022;

B. Wage Increase Awarded Regardless of Salary Range Limits

A management employee who is otherwise eligible for the annual wage increase shall receive it regardless of whether the employee's salary – before or after the adjustment - exceeds the maximum amount of the salary range for his or her classification.

SECTION 7. MERIT INCREASES AND PERFORMANCE EVALUATIONS

A. Basis for Merit Increases

In addition to the negotiated wage increase, a management employee may receive a merit increase based upon the quality of the employee's performance the preceding 12 months. The amount of the employee's merit increase, if any, will be based on the employee's: (1) performance ratings; and (2) his/her achievement of the goals and objectives established for him/her the previous year.

B. Performance Evaluation Process

Performance evaluations for management are the responsibility of the City Manager, who normally will delegate to department heads the responsibility for reviewing the performance of management employees within their departments.

A performance evaluation shall be prepared at least annually on each management employee's anniversary date.

The evaluation process shall begin with each management employee preparing a self-evaluation of his/her performance during the prior year. In addition, the employee shall draft proposed goals and objectives for the coming year.

The management employee's supervisor shall then evaluate the employee's performance for the prior year. The evaluations of both the employee and supervisor shall focus on: (1) the employee's performance of his/her regular duties and responsibilities; and (2) the employee's attainment of specific goals and objectives established for him/her at the beginning of the review period (i.e., one year earlier).

Following completion of the written evaluations, the management employee and his/her supervisor shall meet to discuss both the quality of the employee's performance of his regular duties and responsibilities and the employee's degree of success in accomplishing the specific goals and objectives set for him/her the previous year. They shall also review the employee's proposed goals and objectives for the coming year.

The employee's supervisor must ensure that the employee's proposed goals and objectives truly present a challenge but are not unrealistically high. The supervisor may set additional or different goals and objectives for the employee.

The end product of the performance evaluation process shall be clarification of expectations between the manager and his/her supervisor.

C. Merit Adjustment Guidelines

Employees who are not at the top of the range may be granted a merit adjustment of up to five percent (5.0%) for exemplary performance by unit members if, at a minimum, the employee has received the highest possible rating in at least half of the rating categories, has received ratings equivalent to satisfactory or meets standards in the remaining rating categories, and has met at least 75% of his/her goals and objectives.

All performance evaluations that render an employee ineligible for a merit increase under the guidelines set forth above must be reviewed and approved by the Human Resources Manager *before* being delivered to the employee.

D. Top of Range Limit for Merit Increases

If a management employee's salary is at or above the top of the salary range for his/her classification, he/she shall not be eligible for a merit increase. However, he/she may be eligible for a performance bonus, in accordance with the provisions of Section 8 below.

If a management employee's salary is below the top of the salary range for his/her classification, he/she may receive a merit increase in accordance with the provisions set forth in Section 7.A through C above. The amount of the merit increase shall be determined solely by these provisions. However, if the amount of the merit increase awarded would cause the employee's salary to exceed the top of his/her salary range, then the employee shall receive as a merit increase only that portion of the merit increase that will bring his/her salary to the top of his/her range.

E. City Manager's Discretion Regarding Merit Increases

The City Manager retains discretion to limit merit increases when, in his/her judgment, the City's fiscal condition warrants such action. This provision is intended to provide the City Manager flexibility in responding to any number of circumstances that jeopardize the health of the City's budget. It may be used at the City Manager's discretion after ordinary measures for cost containment and revenue enhancement have been applied. If the City Manager exercises his/her discretion to limit merit increases, then his/her decision to do so:

- Must be in writing, and distributed to all members of the Management Group;
- Must state the reasons for limiting management employees' merit increases;
- Must be relayed to the City Council for information purposes; and
- Shall be effective for one year for each management employee, to ensure that, notwithstanding their differing anniversary dates, all management employees are affected equally by the City Manager's decision to limit merit increases.

In order to continue the limiting of merit increases beyond the one-year period for each management employee, the City Manager must issue a new written announcement of his/her intention to do so and meet the other requirements set forth

above. Otherwise, the merit increase percentage guidelines set forth in Section 7.C above shall be reinstated automatically.

SECTION 8. PERFORMANCE BONUSES

All management employees whose salaries are at or above the top of their salary ranges, and all management employees whose salaries are less than two and one-half percent (2.5%) below the top of their salary ranges, may participate in the performance bonus program.

Criteria for bonuses are developed by the employee's supervisor and the employee during the evaluation process. Specifically, when developing the employee's goals and objectives for the coming year, the employee and his/her supervisor may also develop one or more "bonus" goals or objectives that, if attained, will result in the employee receiving a bonus.

Bonus goals and objectives differ from regular goals and objectives in that their attainment or accomplishment is optional, and addresses exceptional performance. Otherwise, they are similar to regular goals and objectives in that their attainment results in measurable improvement to City operations and/or processes. For the term of this agreement, employees at or above the top of the range may be granted a performance bonus of up to two and one-half percent (2.5%) for exemplary performance by unit members if, at a minimum, the employee has received the highest possible rating in at least half of the rating categories, has received ratings equivalent to satisfactory or meets standards in the remaining rating categories, and has met at least seventy-five percent (75%) of his/her goals and objectives. These performance bonuses must be approved by the management employee's department director.

Bonuses are awarded either as a one-time contribution to the employee's Deferred Compensation 457 Plan, or as a lump sum cash payment directly to the employee, at the employee's option. They are awarded solely for the one-year period evaluated, and do not become part of the employee's salary or otherwise continue from year to year.

The fact that a management employee has received a performance bonus in a prior year shall not disqualify him or her from receiving additional performance bonuses in subsequent years, provided the requirements set forth in this section are met.

SECTION 9. EQUITY ADJUSTMENTS

The City Manager may authorize individual salary adjustments to correct internal or external salary alignment inequities.

SECTION 10. LONGEVITY PAY

Longevity pay was eliminated effective March 1, 2011. Employees currently receiving the benefit shall continue to receive it at their current levels.

SECTION 11. SEVERANCE PAY

A. Department Heads

Department heads are “at will” employees and may be dismissed by the City Manager at any time with or without cause, except that a department head may not be terminated within six months following the appointment of a new City Manager. If the City Manager desires to terminate the employment of a department head, he/she shall provide six months advance notice to the employee or provide a cash payment equal to six months of aggregate salary (not including the value of any benefits received by the employee) as severance pay. During the six months of notice period, the City Manager shall provide monthly performance evaluations and may exercise his/her discretion to terminate the employee immediately upon payment of severance for the unexpired amount of time between the notice and the end of the six month period. The six month notice shall be valid even if given within the six month period prior to the departure of a City Manager or within the first six months after a new City Manager is hired. A department head is not entitled to severance pay if he/she retires, resigns or is terminated for cause.

For purposes of this section, “cause” means 1) a willful neglect of duties, 2) any act involving moral turpitude, dishonesty, or gross carelessness or misconduct, or 3) conviction of a crime involving moral turpitude. To be eligible for severance pay, the

department head shall sign an acknowledgment and release of claims against the City in a form to be approved by the City Attorney. No department head shall be eligible for severance pay until he/she has held the position of department head for at least six months.

B. Non-Department Head Managers

The City shall provide management personnel with a minimum of three weeks of severance pay when a management employee is terminated and no longer employed by the City of Pleasant Hill due to a reduction in work force or a budget related layoff.

SECTION 12. SICK LEAVE

A. Sick Leave Accrual and Use

Beginning the first day of the month following completion of one month of service, a management employee earns sick leave at the rate of one day for each calendar month of service.

Employees continue to earn sick leave while on paid leaves of absence, including, but not limited to, sick leave, jury leave, and workers' compensation leave.

Employees do not earn sick leave while on unpaid leaves of absence, nor do they earn sick leave while on a leave covered by the City's private disability plan (i.e., LTD).

There is no maximum accrual for sick leave.

An employee may take paid sick leave beginning the second month of employment.

B. Annual Sick Leave "Buy-Back"

Each year, management employees who have accrued at least thirty days of sick leave credit as of November 30th may "sell" up to 33-1/3% of their accrued sick leave back to the City.

In exchange, the employees shall, at their option, receive either cash or equivalent vacation time on either the December 5th or January 5th payday. Payments shall be at the employee's then current rate of pay. The amount of sick leave the City "buys back" from the employee is then deducted from the employee's total sick leave accrual.

Alternatively, an employee may elect to retain sick leave in lieu of payment.

C. Payment for Accrued Sick Leave Upon Separation From Employment

1. For existing employees as of October 31, 2011 – Management employees with at least five years of service with the City who separate from employment because of voluntary resignation, retirement, death, or abolishment of position, shall receive payment for their accumulated sick leave at the rate of one day for each four days of accrued, unused sick leave, up to a maximum of 25 days. However, Management employees who retire with 15 or more years of service shall receive payment as referenced in Section 17.B.

2. For employees hired on or after November 1, 2011- Management employees with at least five years of service with the City who separate from employment because of voluntary resignation, retirement, death, or abolishment of position, shall receive payment for their accumulated sick leave at the rate of one day for each four days of accrued, unused sick leave, up to a maximum of 25 days.

D. Medical Leave. When a full-time employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the City shall continue his/her pay in the amount of his/her monthly rate up to but no longer than sixty (60) calendar days.

SECTION 13. HOLIDAYS

Management personnel are authorized to observe those holidays designated in the City's MOU's with its non-management employee groups, provided, however, that the City Manager may direct management personnel to work holidays as necessary to ensure proper conduct of City functions, and may grant administrative leave to such management personnel in recognition of their having to work on a designated holiday.

SECTION 14. ADMINISTRATIVE LEAVE

The management classifications covered by this Plan have been determined to be “exempt” from the Fair Labor Standards Act’s (“FLSA’s”) overtime requirements. Hence, employees in these classifications do not earn overtime pay, regardless of the number of hours worked.

However, management personnel will accrue 16 hours per calendar month of administrative leave to be used upon approval of the City Manager. The City Manager must authorize use of administrative leave in proportion to the amount of extra time actually worked by the subject employee. This leave will be in recognition of excessive night work or weekend work. Administrative leave may not normally exceed more than 16 hours in any calendar month. However, if the City Manager determines, in his or her discretion, that the employee could not have reasonably used some or all of the month’s Administrative Leave due to City work requirements, the City Manager may permit the employee to carry over the unused portion of that month’s Administrative Leave. This time will be taken in time off only – not salary – and generally does not carry over from month to month without City Manager approval.

Effective September 1, 2022, employees working a regular schedule that requires nine (9) hour days will receive eighteen (18) hours per calendar month of administrative leave. All other conditions for administrative leave shall remain the same.

SECTION 15. VACATION

A. Vacation Accrual

1. Vacation shall be accrued and used by management personnel in a manner acceptable to the City Manager. Vacation leave is earned by management personnel according to the following schedule:

Years of Service	0 to 3 years	4 to 6 years	7 to 9 years	10 to 12 years	13 to 15 Years	16 to 18 years	19 to 21 years	22 to 24 years	25 to 27 Years	28 or more years
Vacation Days Earned	12	17	18	19	20	21	22	23	24	25

2. Notwithstanding the terms of section 1 above, the City Manager may, at his or her discretion, grant a new hire an initial vacation accrual rate (on one of the increments shown in the above accrual schedule) that reflects some or all years of service the employee provided to the employer with whom the new hire was employed at the time he or she accepted the offer of employment by the City of Pleasant Hill. To the extent this exceeds the accrual rate the new hire would otherwise have enjoyed, under Section 15.A.1 above, the new hire will remain at the preferential rate granted by the City Manager until the employee's years of continuous service with the City of Pleasant Hill are of such number that they would qualify the employee for an increase in vacation accrual rate even if the employee had been hired without the granting of a preferential vacation accrual rate.

B. Maximum Vacation Accrual

Management personnel employed as of October 31, 2011 may accrue up to eight weeks (320 hours) of vacation and management personnel employed November 1, 2011 or later may accrue up to seven weeks (280 hours) of vacation, at which time they must either:

1. Immediately reduce the balance by utilizing a sufficient number of vacation hours to bring their total accrued vacation to 320 hours (for existing employees) or 280 hours (for new employees) or less; or
2. With the approval of the City Manager, cash out an amount sufficient to bring their total to 320 hours (for existing employees) or 280 hours (for new employees) or less, up to a maximum of 180 accrued vacation hours cashed out; or
3. Stop accruing any further vacation until their accrued vacation hours drop below the applicable maximum accrual cap.

Alternatively, and in appropriate circumstances, the City Manager may grant a temporary, short-term waiver of the accrual cap for vacation leave. If no such waiver is granted, no further vacation time shall be accrued.

C. Vacation Buy Back

Upon written request by the employee, the City will buy back accrued, unused vacation hours provided the employee has used a minimum of forty (40) consecutive hours of vacation (or equivalent leave time, such as a combination of vacation and administrative leave time or vacation and holiday time) during the twelve (12) months prior to the date of the request. Additionally, the employee must have at least 60 hours of accrued vacation leave at the conclusion of the vacation buy back transaction. The written request for the vacation buy back must be submitted to the Personnel Officer by the 25th day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buy back shall be limited to two requests per fiscal year.

SECTION 16. HEALTH CARE AND RELATED BENEFITS

A. Medical Coverage

The City shall provide medical coverage for management employees and their eligible dependents. Each management employee shall contribute to the cost of such coverage through payroll deductions according to the following schedule:

1. Existing Unit Members:

Employees hired before November 1, 2011– Employees will pay 20% of the premium for either Kaiser or Anthem Blue Shield at each level of participation.

2. New Unit Members Hired on or after November 1, 2011:

City will pay 75% of the Kaiser premium at each level of participation; employee will pay the remainder.

The City shall deduct the appropriate contribution from the employees' pay on a pre-tax semi-monthly basis.

B. Medical “In Lieu” Payments

Management employees who can demonstrate they have medical coverage through an external source may waive coverage under the City’s medical plan and elect to receive either four hundred dollars (\$400) per month in cash or, a City contribution of four hundred dollars (\$400) per month into the employee’s deferred contribution account. These cash payments or deferred compensation contributions shall be made “in lieu of” providing medical coverage to the employees and their eligible dependents. Employees receiving in lieu payments shall not be required to make the premium contributions described in Section 16.A. above. Payments into the employee’s deferred compensation account are subject to the limits of applicable law.

C. Dental Coverage

The City shall provide management employees and their eligible dependents a dental plan which provides at least an 80/20 payment benefit and a maximum benefit of \$1,500 per person per year. The City will pay 100% of the premium for the dental plan during the term of this Management Pay Plan. This plan does not provide orthodontia benefits. In lieu of the foregoing plan, the employee may once per plan year elect the City plan with a maximum benefit of one thousand dollars (\$1000) per person per year with a one thousand five hundred dollar (\$1500) orthodontia benefit.

D. Vision Care

The City shall provide a vision care plan for management employees and their eligible dependents. The City will pay 100% of the premium for the vision care plan during the term of this Management Pay Plan.

E. IRS Section 125 Plan

The City will provide management employees an IRC Section 125 Plan for eligible medical and dependent care costs.

F. Life Insurance

The City will provide management employees with life insurance benefits equal to one times (1x) annual gross salary. For purposes of this provision, "annual gross salary" shall be calculated as of November 1st of each year.

G. Disability Insurance

The City will provide management employees with long term disability insurance coverage providing 66-2/3% of salary when the carrier's eligibility requirements are met. The City shall pay the premium for this coverage.

H. Healthcare Cost Containment Committee Participation

1. Each year the City and Management Group Association agree to participate in a joint Healthcare Cost Containment Committee ("HCCC"). The purpose of the Committee shall be to seek long term structural reductions in the City's escalating cost of health care and health insurance coverage by means that may or may not involve cost shifting.

2. The HCCC shall be comprised of one (1) voting member from each of the City's employee organizations that elect to participate in the HCCC and the Human Resources Manager who shall have one vote. Inasmuch as the City contracts with healthcare providers or insurers (currently Kaiser and Health Net) on a City-wide basis, the parties will actively encourage other bargaining units to participate in the HCCC.

3. Except as provided herein, no change in plan design will be voluntarily incorporated in the City's provider or carrier agreements unless recommended by a majority vote of the unit representatives participating in the HCCC and in attendance for the pre-scheduled vote, agreed upon by the Management Group Association, and formally adopted the City Council. However, if the monthly premium charged by a provider or carrier would exceed the amount that, after the effective date of the Excise Tax under the Patient Protection and Affordable Care Act ("ACA"), would trigger the Excise tax under the ACA (whether charged directly to the City, provider, or carrier) at the applicable level of enrollment (single or multi-party), the City may implement changes in plan design necessary to reduce the premium to a level that would not trigger the tax. Such change shall be limited in the aggregate to that degree of change

reasonably necessary to keep premiums below the tax threshold while maximizing benefits available within the negotiated envelope below the tax threshold. The City will afford the Management Group Association an opportunity to meet and discuss the changes before they are implemented. The terms of this Section 3 reflect all steps required for the City to complete its obligations under the MMBA that may otherwise attach to deciding upon and implementing such changes.

SECTION 17. RETIREMENT

A. PERS Retirement

The City will continue to provide retirement benefits to its existing management employees hired as of October 31, 2011 in accordance with the terms of the City's present contract with the California Public Employees Retirement System ("CalPERS" or "PERS") and in accordance with the Public Employees' Pension Reform Act (PEPRA) and the California Public Employees Retirement Law, including but not limited to: 2%@55 retirement benefits for its miscellaneous management employees; 3%@50 retirement benefits for its safety management employees; single highest year; and payment of the employer's required contributions under both plans.

Effective April 16, 2012, the pension formulae will be reduced to 3%@55 (safety management employees) and 2%@60 (miscellaneous management employees) for new employees hired after the new formula becomes effective. Final compensation will be based on a three-year average.

All non-sworn employees covered by the Management Pay Plan hired on or after January 1, 2013, who are "new members" as determined by CalPERS, will participate in the City's Miscellaneous Employees Retirement Plan (2%@62). Sworn employees covered by the Management Pay Plan hired on or after January 1, 2013, who are "new members" as determined by CalPERS, will participate in the City's Safety Employees Retirement Plan (2.7%@57). Employees will contribute at least 50 percent of the total normal cost rate for this retirement plan. Final compensation will be based on a three-year average.

In addition, under the authority of Government Code sections 20691 and 20636(c)(4), the Employer Paid Member Contribution (EPMC) shall apply to employees of the Pleasant Hill Management Group. This benefit consists of paying a percentage of the normal contributions as EPMC for miscellaneous and safety employees, and reporting the same percent of compensation as additional compensation. The percentage of normal contributions to be paid as EPMC for existing miscellaneous and safety employees is as follows:

Effective March 1, 2015 Miscellaneous Employees will pay 7% of the Employer Paid Member Contribution (EPMC)

Effective March 1, 2015 Safety Employees will pay 9% of the Employer Paid Member Contribution (EPMC)

The City shall also pay increases in the retirement contributions of management employees promulgated by increases in base salaries. The City will pay its proportional share of increases brought about as a result of actuarial surveys conducted by the Public Employees' Retirement System affecting the entire plan.

B. Sick Leave Conversion Upon Retirement – Existing Employees Hired Before November 1, 2011

1. Existing Employees as of October 31, 2011

a. Employees With At Least 20 Years of City Service

Management employees hired prior to November 1, 2011 who, regardless of age:

- have worked for the City for 20 or more years, and
- elect to take a service retirement,

may elect to apply up to 100% of their accrued, unused sick leave, calculated at 100% of their final rate of pay, at the net present value (which is based on the average of the prior two years' Consumer Price Index for all Urban Consumers (CPI-U) (San Francisco-Oakland) region as of the date of retirement. The amount shall be contributed to the employee's ICMA

VantageCare Retiree Health Savings Plan (RHS) account, on a tax deferred basis, pursuant to the Management RHS Plan adoption agreement.

b. Employees With At Least 15 But Less Than 20 Years of City Service

Management employees who, regardless of age, have worked for the City of Pleasant Hill for fifteen or more years, but fewer than 20 years, and elect to take a service retirement, may elect to apply up to 50% of their accrued, unused sick leave, calculated at 25% of their final rate of pay, at the net present value (which is based on the average of the prior two years' Consumer Price Index for all Urban Consumers (CPI-U) (San Francisco-Oakland region) as of the date of the retirement. The amount shall be contributed to the employee's ICMA VantageCare Retiree Health Savings Plan (RHS Plan) account, on a tax deferred basis, pursuant to the Management RHS Plan adoption agreement.

2. Employees Hired On or After November 1, 2011

The sick leave conversion upon retirement benefit is eliminated for employees hired on or after November 1, 2011.

3. Applying Accrued Vacation Leave to Post-Retirement Healthcare

Costs

Management employees who elect to take a service retirement from the City of Pleasant Hill shall apply 100% of their accrued, unused vacation leave, calculated at 100% of their final rate of pay into the employee's ICMA VantageCare Retiree Health Savings (RHS) account, on a tax-deferred basis, pursuant to the Management RHS Plan adoption agreement.

4. Reversion of Funds

In the event the employee dies before exhaustion of the funds in the employee's RHS Plan account, and leaves no surviving spouse or dependents, the remaining funds shall revert back to the City.

5. Use of Sick Leave Credit for PERS Retirement Purposes

The use of sick leave credit for retirement purposes as provided by the City contract now in force with the California Public Employees Retirement System is permitted for all management employees. For those employees who elect this option only the remaining accrued, unused sick leave balance that has not been cashed out pursuant to section 17.1.a and 17.1.b may be credited for PERS retirement purposes.

C. Deferred Compensation (457) Accounts

A deferred compensation plan is made available to management employees through ICMA. Other than making 457 "in lieu" contributions as provided in Section 16.B. above, the City makes no contributions to management employees' 457 plan accounts. Management employees are free to contribute to their individual 457 plan accounts to the extent allowed by law.

D. 401(a) Money Purchase Plan

For each employee covered by this Plan, the City shall make the following contributions to the employee's 401(a) Money Purchase Plan account:

Effective March 1, 2015 – 3% of the employee's salary

Employees who are hired or promoted into the unit must opt-in to make a voluntary employee contribution within sixty (60) calendar days of hire or promotion into the unit; the action of the opt-in by the employee is irrevocable. By not electing to opt-in, employees are electing to opt-out by default and shall not be eligible to participate in the employee voluntary contribution portion of the program. The City will make the above noted contribution regardless of the employee electing to participate in the employee voluntary contribution portion of the program.

E. RHS Contribution

Employees in the unit will receive a two hundred twenty-five dollars (\$225) monthly contribution to the RHS Plan for the term of the agreement.

SECTION 18. MISCELLANEOUS BENEFITS

A. Membership in Professional and Civic Organizations

1. Professional Organizations

The City will pay membership dues for management personnel in professional organizations at the national, state and local levels as directed by the City Manager. The City will pay the expenses of transportation, food, lodging, and registration for management personnel at meetings of professional associations or organizations as directed by the City Manager, provided, however, not more than one professional meeting or conference per person outside the State of California may be attended by any management personnel in any fiscal year without prior approval of the City Council.

2. Civic Clubs and Organizations

The City will pay the annual membership dues in a local civic club or organization as chosen by each management employee and as approved by the City Manager. No cost of luncheons or special events of civic clubs other than annual membership dues shall be borne by the City.

B. Uniform Allowance

Management employees who are sworn officers of the Police Department and are required to wear a department uniform at any time in the course of their work shall receive an annual uniform allowance in an amount equal to that paid to all sworn personnel of the department.

C. Educational Expense Reimbursement

The City agrees to continue the educational incentive to employees within the Management Group as follows:

- a. The course or courses taken must: (1) relate to the employee's job or be a part of a degree program which has application to City service; and (2) be approved by the employee's Department Head.
- b. If the requirements in section "a" are met, the City will reimburse the employee for books and technology upgrades or additions, and will also

pay the employee \$18 per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all of these items (including the \$18 per month per credit unit) does not exceed \$500 per semester or quarter, and \$2,000 per calendar year overall.

- c. To be reimbursed for tuition, books, and technology upgrades or additions, the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken.

D. One-Time Payment

The City will pay a one-time, non-pensionable, lump sum payment of three thousand dollars (\$3,000) to each bargaining unit member actively employed by the City 1) at the start and 2) end of the second full pay period following Council adoption and 3) at time of payment. Said one-time payment is to be paid on the regular payroll and subject to all applicable withholding.

CITY OF PLEASANT HILL



Michael G. Harris, Mayor

**CITY OF PLEASANT HILL
MANAGEMENT GROUP**



Ling King, Group Representative



June Catalano, City Manager



Matt Kristic, Group Representative

APPROVED AS TO FORM:



Janet Coleson, City Attorney

ADDITION OF THE PUBLIC WORKS MANAGER JOB TITLE AND DESCRIPTION
SIDE LETTER OF AGREEMENT
AMENDING THE MANAGEMENT PAY PLAN BETWEEN
CITY OF PLEASANT HILL AND
THE MANAGEMENT PAY PLAN GROUP

Subject to the approval of the City of Pleasant Hill City Council, the City and the MPP hereby agree to add the job title and description for the classification Public Works Manager to Exhibit A and Exhibit B in the Management Pay Plan that is in effect September 1, 2022 through August 30, 2023. Modified Exhibits A and B are attached hereto.

Except as set forth above, all other terms and conditions of employment remain unchanged and shall remain in full force and effect.

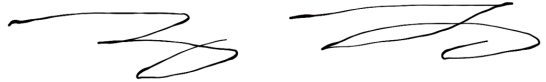
Agreed to this 13 day of March 2023.

City of Pleasant Hill:

City of Pleasant Hill Management Group:



June Catalano, City Manager



Ling King, MPP Group Representative



Matt Kristic, MPP Group Representative

APPROVED AS TO FORM:



Janet Coleson, City Attorney

ADDITION OF THE CHIEF HUMAN RESOURCES OFFICER JOB TITLE AND
SALARY ALIGNMENT OF THE ADMINISTRATIVE SERVICES MANAGERS
SIDE LETTER OF AGREEMENT
AMENDING THE MANAGEMENT PAY PLAN BETWEEN
CITY OF PLEASANT HILL AND
THE MANAGEMENT PAY PLAN GROUP

Subject to the approval of the City of Pleasant Hill City Council, the City and the MPP hereby agree to add the job title and the classification Chief Human Resources Officer to Exhibit A and Exhibit B in the Management Pay Plan that is in effect September 1, 2022 through August 30, 2023. The parties further agree to align the salary schedules of the administrative services managers to provide equity among the managers to Exhibit B in the Management Pay Plan that is in effect September 1, 2022 through August 30, 2023. Modified Exhibits A and B are attached hereto.

Except as set forth above, all other terms and conditions of employment remain unchanged and shall remain in full force and effect.

Agreed to this 1st 22nd day of May 2023.

City of Pleasant Hill:



June Catalano, City Manager

City of Pleasant Hill Management Group:



Ling King, MPP Group Representative



Matt Kristic, MPP Group Representative

APPROVED AS TO FORM:



Janet Coleson, City Attorney

ADDITION OF THE CITY CLERK JOB TITLE AND DESCRIPTION
SIDE LETTER OF AGREEMENT
AMENDING THE MANAGEMENT PAY PLAN BETWEEN
CITY OF PLEASANT HILL AND
THE MANAGEMENT PAY PLAN GROUP

Subject to the approval of the City of Pleasant Hill City Council, the City and the MPP hereby agree to add the job title and description for the classification City Clerk to Exhibit A and Exhibit B in the Management Pay Plan that is in effect September 1, 2022 through August 31, 2023. Modified Exhibits A and B are attached hereto. Except as set forth above, all other terms and conditions of employment remain unchanged and shall remain in full force and effect.

Agreed to this 19th day of September 2023.

City of Pleasant Hill:

Ethan Bindernagel

Ethan Bindernagel, City Manager

City of Pleasant Hill Management Group:

M. Kristic

Matt Kristic, MPP Group Representative

Zach Seal

Zach Seal, MPP Group Representative

APPROVED AS TO FORM:

Janet Coleson

Janet Coleson, City Attorney

EXHIBIT “A”

**Management Classifications Covered by
the Management Pay Plan (as of September 1, 2022)**

Accounting Manager
Assistant City Manager
Chief Building Official
Chief of Police
Chief Technology Officer
City Clerk
City Engineer
City Planner
Community Development Director/Assistant City Manager
Economic Development Manager
Finance Manager
Human Resources Manager
Maintenance Superintendent
Maintenance Supervisor
Police Captain
Police Lieutenant
Principal Management Analyst/City
Clerk Senior Civil Engineer
Senior Management Analyst
Senior Planner
Senior Traffic Engineer

EXHIBIT "B"

**MANAGEMENT GROUP SALARY RANGES
EFFECTIVE SEPTEMBER 1, 2022 - 3%**

POSITION	MONTHLY MINIMUM	MONTHLY MAXIMUM
Accounting Manager	\$11,289	\$15,014
Assistant City Manager	\$14,021	\$18,649
Chief Building Official	\$10,582	\$14,073
Chief of Police	\$16,578	\$22,049
Chief Technology Officer	\$11,270	\$14,992
<u>City Clerk</u>	<u>\$10,115</u>	<u>\$13,656</u>
City Engineer	\$12,391	\$16,978
City Planner	\$12,391	\$16,978
Director of Community Development/Assistant City Manager	\$14,818	\$19,707
Economic Development Manager	\$11,289	\$15,014
Finance Manager	\$13,386	\$17,805
Human Resources Manager	\$12,607	\$16,768
Maintenance Superintendent	\$10,659	\$14,176
Maintenance Supervisor	\$9,805	\$13,041
Police Captain	\$14,048	\$18,685
Police Lieutenant	\$12,648	\$16,822
Principal Management Analyst/City Clerk	\$13,512	\$15,236
Senior Civil Engineer	\$10,728	\$14,266
Senior Management Analyst/Deputy City Clerk	\$10,728	\$14,266
Senior Management Analyst/Public Info Officer	\$10,728	\$14,266
Senior Planner	\$9,717	\$12,924
Senior Traffic Engineer	\$10,728	\$14,266