

**RESOLUTION NO. 15-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, APPROVING THE AGREEMENT WITH THE EXECUTIVE MANAGEMENT EMPLOYEE GROUP AMENDING THE COMPENSATION AND BENEFIT PACKAGE FOR THE THREE-YEAR PERIOD ENDING ON JUNE 30, 2018**

**WHEREAS**, the representatives of the City and the employee group of Executive Management have met and conferred in good faith and have tentatively agreed to the terms and conditions set forth in Exhibit A - Agreement; and

**WHEREAS**, the members of the Executive Management Employee Group have agreed to have the City implement the compensation and benefit adjustments described in Exhibit A; and

**WHEREAS**, the City Council has reviewed and approved of the terms and conditions set forth therein.

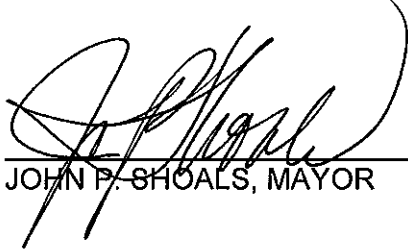
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Grover Beach does hereby adopt this Resolution approving the new Agreement with the Executive Management Employees for the three-year period ending on June 30, 2018.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute the Agreement on behalf of the City of Grover Beach.

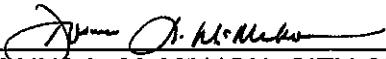
On motion by Mayor Pro Tem Lee, second by Council Member Bright, and on the following roll-call vote, to wit:

**AYES:** Council Members Bright, Nicolls, Shah, Mayor Pro Tem Lee, and Mayor Shoals.  
**NOES:** Council Members – None.  
**ABSENT:** Council Members – None.  
**ABSTAIN:** Council Members – None.

the foregoing Resolution was **PASSED, APPROVED, and ADOPTED** at a Regular meeting of the City Council of the City of Grover Beach, California this 21<sup>st</sup> day of September, 2015.

  
\_\_\_\_\_  
JOHN P. SHOALS, MAYOR

Attest:

  
\_\_\_\_\_  
DONNA L. McMAHON, CITY CLERK

**City of Grover Beach**  
**EXECUTIVE MANAGEMENT EMPLOYEE BENEFITS AGREEMENT**  
**July 1, 2015 to June 30, 2018**

**Term** Three years beginning on July 1, 2015 and ending on June 30, 2018.

**Base Pay** Employees occupying job classes represented by the Executive Management group shall earn a Base Pay within the ranges established by the salary schedule attached to this Agreement as Exhibit "A" and incorporated by reference in full herein. This schedule shall be used by the City to establish an employee's exact Base Pay and base hourly rate of pay effect with the execution of this agreement. There is to be no retroactivity.

Effective with the acceptance of this Agreement, the Base Pay range for Executive Management will increase by \$300 per month for those members who currently receive the allowance. (This increase in Base Pay coincides with the elimination of the current \$300 per month Auto Allowance and \$50 per month Personal Communication Device Allowance.) The Police Chief will continue to have use of a vehicle; therefore the Police Chief position will not receive the \$300 increase. The Police Chief will have the \$50 Personal Communication Device allowance rolled into salary. There is to be no retroactivity.

Effective with the acceptance of this Agreement, the Base Pay range for Executive Management will increase by 5%. (This increase in Base Pay coincides with the elimination of 5% Longevity pay and has no fiscal impact to the employee or City.) There is to be no retroactivity.

Effective July 1, 2016, the Base Pay range for Executive Management will increase by 2.5%. (This increase in Base Pay coincides with the elimination of the \$1,000 Education Reimbursement on July 1, 2016. The incentive pay for a Bachelor's Degree has also been eliminated.)

**Regular Pay** An employee's Regular Pay shall include Base Pay plus Incentive Pay.

**COLA** The employee shall receive a cost of living adjustment (COLA) increase of 2% of the Base Salary effective with the date of this Agreement, and an additional COLA increase of 2% on July 1, 2016 and 2% on July 1, 2017.

<b>Vacation</b>	0-1 year of service	10 days per year	38 days of max. accumulation
	1-2 years of service	11 days per year	38 days of max. accumulation
	2-3 years of service	12 days per year	38 days of max. accumulation
	3-4 years of service	13 days per year	38 days of max. accumulation
	4-5 years of service	14 days per year	38 days of max. accumulation
	5-7 years of service	15 days per year	43 days of max. accumulation
	7-9 years of service	16 days per year	43 days of max. accumulation
	10 or more years of service	20 days per year	79 days of max. accumulation

An employee may exchange Vacation leave hours for cash. Upon request the City shall buyback Vacation leave hours accumulated in excess of sixty percent (60%) of the Employee's maximum authorized accrual amount. The payment for these vacation leave hours shall be at one hundred percent (100%) of the employee's regular hourly pay rate.

The employee's request shall be in writing, and may be made once annually during the last two months of the calendar year. No employee may receive payment under the provisions of this section for more than eighty (80) hours of vacation leave in any one calendar year.

**Holidays** The employee shall receive 13 paid holidays per year. Lincoln's Birthday, shall be observed on the 2<sup>nd</sup> Monday in February if all other employee groups agree. Otherwise observance of Lincoln's Birthday holiday shall be on the actual day of February 12<sup>th</sup>.

**Administrative Leave** The employee shall be credited with 88 hours of Administrative Leave each January during the duration of this Agreement for those employees exempt under FLSA. If an employee is hired during the year, the Administrative Leave shall be pro-rated. Administrative Leave may be used at the discretion of the employee with the approval of the City Manager. Any unused balance existing at the end of the calendar year will be permitted to be carried over into the next calendar year.

**Sick Leave** The employee shall accrue 12 Sick Leave days per year. Employees in this group agree to suspend the Sick Leave Buy-Back Program. The Sick Leave maximum accrual limit is 2,000 hours. Sick Leave may be applied to a retiring employee's CalPERS service credit within compliance of existing PERS policies and applicable laws. If the Sick Leave is not applied toward the retirement credit, only 672 hours of accrued Sick Leave will be paid upon retirement, or when an employee with over 20 years of service leaves City employment.

**Retirement** The City belongs to the Public Employees Retirement System (CalPERS). CalPERS Local Miscellaneous 2.5% at Age 55 with One-Year Final Compensation is provided for non-safety Executive Management employees.

In accordance with the Public Employees' Pension Reform Act, or "PEPRA", CalPERS Miscellaneous 2% at Age 62 retirement Plan with three-year Final Average Salary Compensation is provided for new non-safety Executive Management employees in this group hired on or after January 1, 2013. Each non-safety Executive Management employee shall pay the full portion of the employee's retirement contribution under CalPERS, for a total of 8%.

The CalPERS Local Safety 3% at Age 55 with one-year Final Compensation is provided for Sworn Public Safety Executive Management employees.

Executive Management Employee Benefits Agreement  
July 1, 2015 to June 30, 2018

In accordance with the Public Employees' Pension Reform Act, or "PEPRA", Cal PERS Local Safety 2.7% at Age 57 Retirement plan with three-year Final Average Salary Compensation is provided for new Public Safety Executive Management employees in this group hired on or after January 1, 2013. Each Public Safety Executive Management employee shall pay the portion of the employee's retirement contribution under CalPERS for a total of 9%.

All employees pay member contributions on a pre-tax basis [IRS 414(h)2]. The City also is part of the Social Security System. Employees pay their share of Social Security as a payroll deduction.

**Group  
Insurance**

City pays full medical, vision dental and life insurance (\$125,000 policy for employee + \$5,000 for eligible spouse and \$2,000 per eligible child.) for employees, and contributes towards dependent coverage for family members only in the following amounts:

Employee + One Dependent:	\$ 601.90
Employee + Full Family:	\$1,011.25

The City provides the benefits of the Public Employees Medical and Hospital Care Act (PEMHCA) to all eligible employees at a contribution level equivalent to the cost of the PERS Select PPO plan for medical coverage. Employee Only coverage will be paid at the PERS Select PPO rate.

The City's payment amount will include the amount set forth in the CalPERS Health Care Resolution. If an employee elects to upgrade to a different plan, the employee will pay the difference (via payroll deduction) between the plan and the PERS Select PPO. The City will continue to contribute on a monthly basis up to the maximum of the amounts shown above toward the cost of dependent care coverage for health insurance.

**Deferred**

**Compensation** The City will contribute up to \$150 per month maximum for employees who participate in one of two existing deferred compensation plans, matched on a dollar-for-dollar basis.

**Long-Term  
Disability**

The City shall pay the Long Term Disability insurance premium.

**Short-Term  
Disability**

The employee shall pay the EDD State Disability Insurance (SDI) as a payroll deduction.

**Employee  
Assistance  
Program**

The City shall pay the Employee Assistance Program premium with a maximum of five clinical consultations per incident.

Executive Management Employee Benefits Agreement  
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**Uniform** Any employee required to wear uniforms will be provided with them. Police Executive Management Employees will receive a Uniform Allowance of \$1,000 per year (pro-rated on each paycheck). The cost of required safety equipment such as steel-toed boots and safety glasses is reimbursable.

**Management  
Incentive**

**Pay\*** Employees may receive five percent (5%) Management Incentive Pay to their base pay salary. The additional pay provides eligible Employees extra pay in recognition of the unique nature of their management or executive level positions and the special skills, knowledge, and abilities required of those positions. The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of overtime or lieu of any other benefits.

**Education  
Incentive**

Educational Incentive pay for a Bachelor's Degree is eliminated as of July 1, 2015. (Base Pay will be increased on July 1, 2016 by 2.5% as an education incentive for employees with a Master Degree).

**Education  
Reimbursement**

**Program** The City shall pay a maximum of \$1,000 per fiscal year for Education Reimbursement upon satisfactory completion of pre-approved college-level classes. This Program will be eliminated on July 1, 2016.

- Reopener**
1. A reopener is established to discuss the new Personnel Rules and Regulations during the terms of this Agreement.
  2. A reopener is established to discuss the development and implementation of a Cafeteria Plan/Voluntary Flexible Spending Account during the terms of this Agreement.

**Agreement** On or about March 1, 2018, the Executive Management employees shall provide the City notice of intent to meet and confer concerning any proposed changes to this Agreement. The parties also agree that the terms and conditions of this Agreement shall remain in full force and effect and effective until a successor agreement is ratified or until impasse procedures have been exhausted.

**Effective  
Date**

The effective date of this Agreement shall be on the day it is adopted by resolution of the City Council.

Executive Management Employee Benefits Agreement  
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**Miscellaneous**

The City also offers the opportunity for employees to participate in credit union and deferred income programs (ICMA & Mass Mutual). In addition, the City encourages employees to develop their knowledge and abilities by offering a variety of reimbursements for job –related educational programs.

Signed and Agreed To:

City of Grover Beach

  
Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Executive Management

  
Name \_\_\_\_\_ Date \_\_\_\_\_

  
Name \_\_\_\_\_ Date \_\_\_\_\_

  
Name \_\_\_\_\_ Date \_\_\_\_\_

  
Name \_\_\_\_\_ Date \_\_\_\_\_