

# Compensation and Benefit Summary for the Executive Management Employees Association



Last Revised: 06/23/2022

July 1, 2022 to June 30, 2025

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## TABLE OF CONTENTS

<b>SECTION 1</b>		
	Application.....	1
	Term.....	1
<b>SECTION 2</b>		
	Wages.....	2
	Direct Deposit.....	2
	Management Leave.....	2
	Tuition Reimbursement.....	3
	Mileage Reimbursement.....	3
	Car Allowance.....	3
	Cell Phone Allowance.....	3
	Uniform Allowance.....	3
	Per Diem.....	3
	Longevity Pay.....	3
	Acting Pay.....	4
	Working out of Classification.....	4
	Severance Pay.....	5
<b>SECTION 3</b>		
	Health Insurance.....	6
	Retirement.....	6
	State Disability Insurance.....	7
	Life Insurance.....	7
	Flexible Spending and Voluntary Benefit Plan.....	7
	Deferred Compensation.....	7
<b>SECTION 4</b>		
	Standard Work Period.....	8
	Holidays.....	8
	Vacation.....	9
	Sick Leave.....	10
	Bereavement Leave.....	13
<b>SECTION 5</b>		
	Peace Officer and Firefighter Bill of Rights.....	14
	Legal Defense.....	14
	Reopener.....	14

# **SECTION 1**

## **Application**

This document summarizes the compensation and benefits currently provided to members of the Executive Management Employees Association (EMEA) as approved by City Council action. Any future changes to any section of this document will be incorporated upon adoption by City Council, side agreement or upon changes implemented by State or Federal law.

This document applies to all positions designated as Department Heads including but not limited to:

Community Development Director  
Finance Director  
Fire Chief  
Parks and Community Services Director  
Police Chief  
Public Works Director

Positions not listed above, but created and designated as a Department Head or Executive Management through the City's recognition process are covered by the terms herein.

## **Term**

This agreement shall be effective for the period of July 1, 2022 through June 30, 2025.

## **SECTION 2**

### **Wages**

Using five (5) comparable agencies (Delano, Madera, Merced, Tulare, and Visalia) the following increases will be provided:

Year One – \$1,000 stipend and median of the comparable agencies (as calculated below) plus 3% effective the first full pay period after formally approved by City Council.

Community Development Director	0.0%
Finance Director	-2.0%
Fire Chief	-6.3%
Parks and Community Services Director	-8.8%
Police Chief	-5.1%
Public Works Director	-0.6%

Year Two – Additional two percent (2%) increase effective the first full pay-period in July 2023.

Year Three – Additional two percent (2%) increase effective the first full pay-period in July 2024.

A new salary schedule has been created which encompasses a one percent (1%) difference between each range.

### **Direct Deposit**

All employees will enroll in the City’s direct deposit program.

### **Management Leave**

Effective PP001 in 2023 Department Heads shall receive eighty (80) hours of Management Leave. It is preferred that Management Leave be used as time off. An employee may also cash out up to sixty-four (64) hours of their Management Leave or convert all or a portion of their leave to deferred compensation by completing the required form and returning it to the Human Resources office in advance of the payroll deadline. Any Management Leave hours not taken by PP025 will be compensated their cash out balance, up to sixty-four (64) hours if available in PP026. Under no circumstances shall available Management Leave hours be carried over to a new calendar year.

Department Heads who are hired throughout the year will receive a pro-rated amount of Management Leave hours and shall follow the Management Leave Plan as noted in the paragraph above.

Department Heads who leave the City of Hanford with Management Leave hours available will be compensated their cash out balance, up to sixty-four (64) hours if available

### **Tuition Reimbursement**

Pursuant to Administrative Regulation 1.13, regular employees are eligible to receive tuition reimbursement up to \$5,000 per fiscal year for courses taken to obtain a bachelor's, master's or doctoral degree only (no training/certificate course work).

### **Mileage Reimbursement**

Employees required to use their private automobile for authorized City business shall receive mileage reimbursement at the current IRS approved rate.

### **Car Allowance**

The Fire Chief and Police Chief are assigned a City vehicle for take home use to be used consistent with the City's vehicle policy.

### **Cell Phone Allowance**

Department Heads are provided with a cell phone/internet reimbursement allowance in accordance with Administrative Regulation 1.26.

### **Uniform Allowance**

The Fire Chief and Police Chief shall receive an annual uniform allowance of \$1,200.

### **Per Diem**

The City shall reimburse EMEA employees according to the provisions outlined in the Administrative Regulation 1.05.

### **Longevity Pay**

Upon completion of ten (10) consecutive years of active service with the City of Hanford, employees shall receive an additional five percent (5%) above their base wage in recognition of longevity pay.

Active service shall be defined as an employee who is in a continued pay status and an employee who is on approved leave (including paid or unpaid military leave). Time off for discipline leave shall not be time counted towards longevity, but such leave shall not constitute as a break in active service as it relates to longevity.

Upon appointment to an executive level position, the City Manager shall have the discretion to provide longevity pay based on years of service at another public entity (State, County or City municipality) in a management level position. Verification of years of service, title and job functions will be conducted through the Human Resources office prior to awarding longevity pay.

### **Acting Pay**

When an employee is temporarily assigned to a position in a higher classification (employee leaves their current position and assumes the duties and responsibilities of a higher-level classification), they shall have their base salary adjusted to the base pay for the higher classification at Step 1 or the step that provides them with a minimum of a five-percent (5%) increase commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

If the assignment is to a vacant position currently being recruited for, hours worked shall not exceed 960 hours in a fiscal year in compliance with Government Code 20480.

### **Working out of Classification**

If an employee is assigned to perform duties that are distinct, separate and normally performed by employees in a different classification (higher or lower) for more than 51% of their working hours, they shall receive a five-percent (5%) increase in their base salary commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

Working out of class assignment may be discontinued by the City Manager any time; however, employees shall not be rotated in and out of working out of class assignments to avoid providing additional compensation.

Working out of classification pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher classification.

Any working out of classification assignment shall not exceed six months in a fiscal year unless written approval is received by the City Manager.

Any employee who feels they are working out of classification and not receiving compensation for their additional duties may submit supportive documentation to the City Manager outlining a detailed listing of all duties performed and the amount of time he/she spends on those duties.

The City Manager shall review and render a decision in writing within twenty (20) calendar days after receiving the employee's supportive documentation. The decision of the City Manager shall be final.

### **Severance Pay**

Department Heads, if terminated without cause shall be entitled to receive six (6) months of severance payments, the equivalent of six (6) months of their monthly salary upon termination subject to all state and federal withholding. Represented members of EMEA may not be terminated within six (6) months of hire of a new City Manager, unless with cause.



## **SECTION 3**

### **Health Insurance**

#### Medical

The City shall offer optional medical plans including but not limited to a PPO, EPO and/or a high deductible plan with employee sponsored Health Savings Account (HSA), if applicable. The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect the PPO plan.

#### Dental

The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect a dental plan.

#### Vision

The City shall pay one hundred percent (100%) of the total premium cost of all regular and probationary employees who elect an employee only vision plan. The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, who elect a vision plan with dependent coverage.

### **Retirement**

#### Miscellaneous Employees

The City shall provide the 3% @ 60 retirement plan to miscellaneous employees under the California Public Employees (CalPERS) retirement system.

Pursuant to State law, miscellaneous employees hired on or after January 1, 2013, shall be provided with the 2% @ 62 retirement plan under the California Public Employees (CalPERS) retirement system.

#### Sworn-Safety Employees

The City shall provide the 3% @ 55 retirement plan to safety employees under the California Public Employees (CalPERS) retirement system.

Pursuant to State law, safety employees hired on after January 1, 2013, shall be provided with the 2.7% @ 57 retirement plan under the California Public Employees (CalPERS) retirement system

All employees shall pay the required employee contribution as determined by CalPERS.

## **State Disability Insurance**

State Disability Insurance is provided, to all EMEA employees at the employee's cost. State Disability Insurance payments may be available to employees who cannot work due to sickness or injury not job related. State Disability payments shall be integrated with sick leave balances. To the extent that accumulated sick leave or vacation leave is available, the employee will continue to receive a regular payroll check. State Disability Insurance payments received by the employee from the State shall be turned in to the City upon receipt by the employee. When such checks are received by the City, that portion of the sick leave or vacation leave used, equivalent to the dollars received from the State, shall be reimbursed to the employee's leave balances. At such time that the employee no longer has balances to reimburse, the employee is no longer required to submit the State disability payment to the City.

## **Life Insurance**

The City pays the premium for a \$200,000 group life insurance policy for Department Heads. The City also provides employees an option to purchase additional life insurance at the employee's expense.

## **Flexible Spending and Voluntary Benefit Plan**

The City provides employees an option to enroll in a Section 125 plan at the employee's expense.

## **Deferred Compensation**

EMEA employees are eligible to receive a matched employer contribution for deferred compensation up to \$75.00 per pay period.

## SECTION 4

### Standard Work Period

The standard workday for employees shall be eight (8) hours and the standard work week shall be forty (40) hours to be worked within five (5) consecutive days unless assigned to an alternative work schedule as outlined in Administrative Regulation 1.17.

### Holidays

- I. The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off:
  - (1) New Year's Day, January 1
  - (2) Martin Luther King Day, the third Monday of January
  - (3) Washington's Birthday, the third Monday in February
  - (4) Memorial Day, the last Monday in May
  - (5) Independence Day, July 4
  - (6) Labor Day, the first Monday in September
  - (7) Veterans Day, November 11
  - (8) Thanksgiving Day, the fourth Thursday in November
  - (9) The day after Thanksgiving, the fourth Friday in November
  - (10) Christmas Eve, December 24
  - (11) Christmas Day, December 25
  - (12) New Year's Eve, December 31
  - (13) Every day appointed by the President of the United States or Governor of California for public feast, Thanksgiving, or holiday and as approved by the City Council.
  
- II. Employees shall be credited with not more than two (2) floating holidays (8 hour block) to be taken no later than December 15th of each calendar year, at the employee's discretion, subject to staffing needs. The floating holiday shall be capped at eight (8) hours regardless of the year used.
  
- III. When a paid holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday in lieu of the day named. When a holiday falls on Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.
  
- IV. In the event a paid holiday falls within an employee's vacation period, which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.

V. Holiday In Lieu

Police Chief shall receive up to 112 hours of holiday time each calendar year accruing 4.308 hours per-pay period in-lieu of paid holidays. Employee may bank up to seventy (70) hours of holiday-in-lieu time. Employee may use this time at the discretion of the City Manager with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring their holiday in-lieu time and will be able to request to cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60). Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach the maximum accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

## Vacation

I. Eligibility

Employees shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation.

Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave.

II. Accrual

Vacation will be accrued and credited on a bi-weekly basis at the following rates for continuous service performed in pay status:

- (1) From zero (0) through five (5) years:  
3.39 hours per bi-weekly pay period, 88 hours annually
- (2) From six (6) through ten (10) years:  
4.62 hours per bi-weekly pay period, 120 hours annually
- (3) From eleven (11) through fifteen (15) years:  
5.24 hours per bi-weekly pay period, 136 hours annually
- (4) Sixteen (16) or more years:  
6.16 hours per bi-weekly pay period, 160 hours annually

Upon appointment to a Department Head position, the City Manager shall have the discretion to provide vacation accrual based on years of service at another public entity (State, County or City municipality) in a management level position. Verification of

years of service, title and job functions will be conducted through the Human Resources office prior to awarding the increased vacation accrual.

### III. Limits of Accrual

Such accrual and credit for all employees may not exceed twice the employee's annual rate of accrual.

### IV. Buyback

Employees shall be able to cash out accrued vacation at an equal amount of vacation time used in the calendar year, but no more than ten (10) days each year.

### V. Compensation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination at the employee's then hourly rate. Employees who terminate employment with the City and who have less than six (6) months of continuous service shall not be compensated for accrued vacation.

## Sick Leave

### I. Definition/Approved Sick Leave Usage:

- A. Sick leave is an absence from duty which may be granted by the employer to the employee because of an illness, injury, exposure to a contagious disease, preventative care, illness or injury of a member of the employee's immediate family requiring the employee's attendance.
- B. To attend a medical, dental, or optical appointment if such appointment cannot be scheduled outside of the employee's normal work day.
- C. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate documentation of the need for such services:
  - a. A temporary restraining order or restraining order;
  - b. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;
  - c. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
  - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;

- f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- D. An employee's immediate family shall consist of the employee's: Spouse or registered domestic partner, parent (including step parents), child (including step children), brother, sister, father in-law, mother in-law, brother in-law, sister in-law, aunts, uncles, employee's and spouse's grandparents, grandchildren or any person living in the same household as the employee.
- E. An employee may be granted sick leave only in case of actual illness/situation as defined above. In the event that an employee or a member of the employee's immediate family recovers from any such illness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- F. Sick leave balances shall be taken in fifteen (15) minute increments.
- G. In order to receive compensation while absent on sick leave, an employee shall provide reasonable advance notice to their supervisor of their need to use sick leave if the need is foreseeable (i.e. doctor's appointment scheduled in advance). If the need for sick leave is unforeseeable, including an illness sustained while at work, the employee shall provide notice of the need for the leave to their supervisor as soon as possible, preferably within 1 hour before the time established as the beginning of the employee's work day. In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee's designated representative (i.e. family member) shall notify the supervisor at the earliest possible moment. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay or cause the employee to use other available and accrued leave.
- H. If the employee is absent on sick leave for more than 1 day, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.
- I. Upon the oral or written request of an employee, the City shall provide paid sick days for the purposes described in previous sections. The City may request a note from a physician after an employee has been absent longer than three consecutive days or shifts or if evidence suggests that an employee is abusing the City's sick leave policy.

To accurately track sick leave for those who meet the requirements under Federal and State laws (Family Medical Leave Act and California Family Rights Act), the City may require a physician's certification for an employee's own serious health condition or to care for an eligible family member (parent, child, spouse, domestic partner or covered service member).

- J. Employees who are on vacation at the time of death of an immediate family member as defined above shall be entitled to substitute bereavement leave for vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and bereavement leave) shall not be extended beyond that time initially approved for vacation, without specific City Manager approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.
- K. Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.
- L. The City shall not deny an employee the right to use sick leave, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in sections above.

II. Sick Leave May Not Be Used For:

- A. An employee serving their initial 90 calendar days of service to the City (unless the employee was rehired within one year of separation, or sustained a work-related injury during their initial 90 days of employment).
- B. Sick leave will not be granted to any employee absent from duty during an authorized leave of absence without pay, or any other absence from duty not authorized the City.
- C. Sick leave shall not be used in lieu of or in addition to vacation, unless leave is requested for an immediate death in the family or as otherwise defined in this policy.
- D. Absences for illness/medical treatments may not be charged to sick leave yet to be accumulated.

III. Accrual, Accumulation and Separation

- A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period.
- B. There is no limit on the amount of sick leave which can be accumulated and carried over from year to year.

- C. Sick leave will be accrued by any employee during the first 90 calendar days of employment. However, only upon the successful completion of 90 days of employment, will the employee be entitled to utilize their accrued sick leave (does not apply to employees rehired within one year of separation).
- D. Employees granted a leave of absence with pay (including military leave or other approved leave with pay) shall accrue sick leave as indicated above.
- E. Sick leave will not be accrued by an employee absent from duty after separation from service or during an authorized leave of absence without pay.
- F. Upon retirement under the Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.

#### IV. Reimbursement/Reinstatement of Unused Sick Leave

Employees leaving the municipal service shall forfeit all accumulated sick leave unless:

- a. Upon retirement under the Public Employees Retirement System, qualifying individual applies unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.
- b. The individual is re-hired by the City of Hanford within one year from the date of separation. Previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days immediately and will accrue additional paid sick hours in accordance to the section above.
- c. The employee resumes employment with the City upon release from active military duty, temporary military leave or other approved leave of absence.

#### V. Abuse of Sick Leave

Abuse of an employee's sick leave is defined as a claim of entitlement to sick leave when the employee does not meet the requirements as defined in Section I. If an employee is found to be abusing or misusing their sick leave time, they will be subject to disciplinary action.

### **Bereavement Leave**

Each regular employee shall be granted bereavement leave with full pay not to exceed one full work week in the event of death in the employee's family. For the purpose of this section only, the employee's family shall mean the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or a close relative residing in the household of the employee. Bereavement leave does not count against an employee's sick leave balance.



## **SECTION 5**

### **Peace Officer and Firefighter Bill of Rights**

The City agrees to abide by the terms of the Peace Officer Bill of Rights and the Firefighter Bill of Rights, including any amendments thereto.

### **Legal Defense**

The City agrees to provide legal defense for EMEA employees pursuant to Labor Code § 2802.

### **Reopener**

During the term of this agreement, EMEA and the City shall have the right to re-open negotiations on the subject of salary. Upon a reopener, all other provisions and all other sections of the Compensation and Benefit Summary shall remain in full force and effect.

**Agreed upon June 23, 2022**

**For the City:**

\_\_\_\_\_/s/  
Mario Cifuentez  
City Manager

\_\_\_\_\_/s/  
Sarah Cardoza  
Human Resources Manager

**For EMEA:**

\_\_\_\_\_/s/  
Bradley Albert  
Parks and Community Services Director

\_\_\_\_\_/s/  
John Doyel  
Public Works Director

\_\_\_\_\_/s/  
Steve Pendergrass  
Fire Chief

\_\_\_\_\_/s/  
Parker Sever  
Police Chief

\_\_\_\_\_/s/  
Chris Tavarez  
Finance Director