

**RESOLUTION NO. 1551.27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY  
APPROVING THE UNREPRESENTED MANAGEMENT AND CONFIDENTIAL  
EMPLOYEES COMPENSATION BENEFITS PACKAGE FOR  
JULY 1, 2021 THROUGH JUNE 30, 2024**

The City Council approves all wage and benefit adjustments for City employees including Unrepresented Management and Confidential Employees, and as such brings forth this resolution for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Scotts Valley:

1. Approves wage and benefit adjustments to related to compensation, retiree medical coverage, and medical benefit maximums as reflected in Exhibit A.
2. Approves amendments to the Unrepresented Management and Confidential Salary Schedule as reflected in Attachment C of Exhibit A.

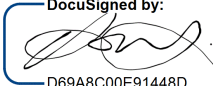
The foregoing resolution was adopted by the City Council of the City of Scotts Valley at a regularly scheduled meeting held on the 1<sup>st</sup> day of September, 2021 by the following vote:

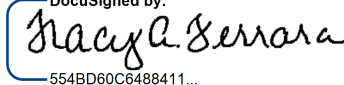
AYES: DILLES, JOHNSON, LIND, REED, TIMM

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Approved:   
D69A8C00E91448D...  
Derek Timm, Mayor

Attest:   
554BD60C6488411...  
Tracy A. Ferrara, City Clerk

**CITY OF SCOTTS VALLEY**  
**MANAGEMENT AND CONFIDENTIAL EMPLOYEE**  
**COMPENSATION BENEFITS PACKAGE**

**CITY OF SCOTTS VALLEY  
SCOTTS VALLEY MANAGEMENT AND CONFIDENTIAL EMPLOYEE  
COMPENSATION BENEFITS PACKAGE**

**TABLE OF CONTENTS**

<b>1.00</b>	<b>PURPOSE</b>	<b>1</b>
<b>2.00</b>	<b>TERMINATION AND SEVERANCE PAY</b>	<b>1</b>
<b>3.00</b>	<b>VACATION</b>	<b>2</b>
3.01	Vacation Accrual	2
3.02	Vacation Buy Back	2
<b>4.00</b>	<b>HOLIDAYS</b>	<b>3</b>
<b>5.00</b>	<b>LEAVES</b>	<b>3</b>
5.01	Administrative Leave	3
5.02	Sick Leave	3
5.03	Paid Bereavement Leave	4
5.04	Personal Business Leave	4
5.05	Medical Leave – Insurance Coverage	4
5.06	Other Leave Without Pay	4
5.07	Leave for Jury Duty	5
5.08	Restriction of Leave for Outside Employment	5
<b>6.00</b>	<b>HEALTH AND WELFARE BENEFITS</b>	<b>5</b>
6.01	PERS Medical Plan	5
6.01.01	Health Insurance	5
6.01.02	Administrative Leave	6
6.01.03	Opt Out of Medical Coverage	6
6.01.04	Dental and Vision Insurance	6
6.01.05	Employee Retiree Medical Coverage Program	6
6.02	Life Insurance	9
6.03	LTDI (Long Term Disability Insurance)	9
6.04	State Disability Insurance	9
6.05	CalPERS Retirement System and Contribution	9
6.05.01A	Classic Miscellaneous Employees	9
6.05.01B	PEPRA Miscellaneous Employees	10
6.05.02A	Safety Employees	10
6.05.02B	PEPRA Safety Employees	10
6.05.03	IRS 414(h)	10
6.05.04	Wellness Stipend	10
<b>7.00</b>	<b>LONGEVITY</b>	<b>10</b>
<b>8.00</b>	<b>EDUCATIONAL REIMBURSEMENTS</b>	<b>11</b>
<b>9.00</b>	<b>SPECIAL BENEFITS/CHIEF OF POLICE AND POLICE CAPTAIN</b>	<b>11</b>

<b>10.00 AUTOMOBILE POLICY</b> .....	11
<b>11.00 CELL PHONE REIMBURSEMENT</b> .....	11
<b>12.00 GRIEVANCE PROCEDURE</b> .....	11
<b>13.00 COMPENSATION</b> .....	12
13.01 Miscellaneous Employees .....	12
13.02 Safety Employees .....	12
<b>14.00 "AT WILL" POSITIONS</b> .....	12
<b>ATTACHMENT A: Members of Management</b> .....	13
<b>ATTACHMENT B: Special Benefits/Chief of Police and Police Captain</b> .....	14
<b>ATTACHMENT C: Management/Confidential Employee Salary Schedules</b>	
7/1/21-6/30/22 .....	17
7/1/22-6/30/23 .....	18
7/1/23-6/30/24 .....	19

## **SCOTTS VALLEY MANAGEMENT AND CONFIDENTIAL EMPLOYEE COMPENSATION BENEFITS PACKAGE**

### **1.00 PURPOSE**

The City of Scotts Valley requires the services of certain management confidential personnel; and the City Council desires to provide certain benefits, conditions of employment and working conditions. The management and confidential employees covered by this Management and Confidential Employee Compensation Benefits Package (hereinafter referred to as the "Benefits Package") are comprised of those individuals serving in those positions defined in Attachment "A" which is attached hereto and incorporated herein by this reference. The City seeks to:

- A. Secure and retain the services of management and confidential employees and provide inducement for them to remain in such employment.
- B. To make full work productivity possible by assuring management and confidential employees' morale and peace of mind with respect to future security.
- C. To act as a deterrent against malfeasance or dishonesty for personal gain.
- D. To provide a just means for terminating a Department Head's services at such time as he/she may be unable to fully discharge his/her duties due to age or disability.

### **2.00 TERMINATION AND SEVERANCE PAY**

- A. In the event a Department Head (as designated in Attachment "A") or the City Clerk/Administrative Manager is terminated by the City Manager during such time that the Department Head/City Clerk is willing and able to perform his/her duties, the City agrees to pay him/her a lump sum cash payment ("Severance Pay") equal to two (2) weeks gross pay if terminated within one (1) year of hire and four (4) months gross salary if terminated after one year of hire. City agrees to pay life, medical, and dental insurance premiums for one (1) month if terminated within one year of hire and four (4) months if terminated after one year. However, the City shall have no obligation to pay Severance Pay if a Department Head/City Clerk is terminated for cause or because of his/her conviction of or plea of guilty or no contest to any felony involving personal gain or moral turpitude.
- B. For purposes of receiving severance pay, a Department Head/City Clerk may be considered terminated, at his/her option, effective with the date of any one of the following events:
  - 1. The City at any time reduces the salary or other financial benefits of the Department Head/City Clerk;

2. Following written notice from the Department Head/City Clerk, the City refuses to comply with any other provisions contained herein;
  3. A Department Head/City Clerk is terminated by the City for reasons other than those specified in Paragraph 2.0(A) above (relating to exemption from payment of severance pay).
- C. In the event a reduction in salary or change in benefits is the result of a general salary reduction or benefit reduction policy adopted by the City Council for all employees, Paragraph 2.0(B)(1) shall not apply.
- D. In the event the City's refusal to comply with any other provisions herein also affects other employees in general, Paragraph 2.0(B)(2) hereinabove shall not apply and no Severance Pay shall be paid.
- E. The Department Head/City Clerk shall give the City one month's advance notice of a voluntary resignation from City employment. Department Heads and the City Clerk are not entitled to Severance Pay in the event of voluntary resignation.
- F. Nothing herein shall prevent, limit, or otherwise interfere with the right of a Department Head/City Clerk to resign from his/her position with the City at any time, subject only to the provisions set forth in Paragraph 2.0(E) hereinabove.

### **3.00 VACATION**

#### **3.01 Vacation Accrual**

Management and confidential employees shall be entitled to: Three (3) weeks vacation annually up to five (5) years of service; Four (4) weeks vacation annually after five (5) years of service; and, Five (5) weeks vacation annually after twelve (12) years of service with the City.

Vacation accrual (carry over from year-to-year) will be governed by the following chart:

<u>Years of Service</u>	<u>Maximum Vacation Accrual</u>
Under 5	30 days
5 or more	40 days (plus 5 days per year may be added each year after the 40-day level is reached)

If an employee is over the annual vacation accrual, the employee will stop accruing vacation until they are below the maximum accrual limit. The accrual limit may be temporarily deferred by written approval of the City Manager when in the best interest of the City.

### **3.02 Vacation Buy Back**

The City will buy back up to two weeks (80 hours) of vacation annually so long as the management employee has an accrued vacation balance of at least one week (40 hours) remaining following the buy back. To request a vacation buy back, the management employee shall submit a written request to the City Manager.

### **4.00 HOLIDAYS**

Each management employee shall be entitled to the following holidays and to receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on a Monday.

- 1) The first day of January
- 2) Third Monday in January - Dr. Martin Luther King, Jr. Day
- 3) The third Monday in February - Washington's Birthday
- 4) The last Monday in May - Memorial Day
- 5) June 19<sup>th</sup> - Juneteenth
- 6) July 4<sup>th</sup> - Independence Day
- 7) The first Monday in September - Labor Day
- 8) The second Monday in October – Indigenous People's Day / Columbus Day
- 9) November 11 - Veteran's Day
- 10) Thanksgiving Day
- 11) The day following Thanksgiving
- 12) The day preceding Christmas
- 13) Christmas Day
- 14) The day preceding New Year's Day
- 15) Two floating holidays per fiscal year. (Must be taken on (i) a workday within the same pay period as the employee's birthday; (ii) a workday immediately preceding or following a City observed holiday; (iii) a workday immediately preceding or following an approved vacation leave; or (iv) a workday within the same pay period as the employee's work anniversary. Management employee must use the floating holidays within the fiscal year or lose those holidays for that fiscal year)
- 16) Every day appointed by the President of the United States or the Governor of the State of California, subject to City Council approval of the new holiday.

### **5.00 LEAVES**

Leaves shall be as set forth in the City's Personnel rules.

#### **5.01 Administrative Leave**

Management and confidential employees shall be entitled to ten (10) days of administrative leave per fiscal year commencing on July 1 of each fiscal year. Administrative leave may be taken in conjunction with vacation. Administrative leave is not cumulative from year to year. Administrative leave shall be prorated if employment is commenced during the fiscal year.

## 5.02 Sick Leave

Sick leave shall be accrued at the rate of eight (8) hours per month, beginning with the first month of employment without maximum accrual.

Upon termination, any unused accrued sick leave, up to a maximum of 150 days, shall be paid at the following rate:

<u>Years of Service</u>	<u>Percent (%) of Base Salary</u>
5 yrs + 1 day - 10 yrs	45
10 yrs + 1 day - 15 yrs	50
15 yrs + 1 day - 20 yrs	55
20 yrs + 1 day - 25 yrs	65
25 yrs + 1 day - 30 yrs	75
Over 30 yrs or at retirement	85

In lieu of pay off of sick leave at the above rates, the City has amended the PERS Contract to add section 20862.8 of the California Government Code (Credit for Unused Sick Leave). Unused accumulated sick leave at time of retirement may be converted to additional Service Credit.

## 5.03 Paid Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the Employee's immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel in excess of 400 miles is required. The immediate family is defined as husband, wife, parent, grandparent, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, or any person living in the immediate household of the Employee.

## 5.04 Personal Business Leave

Employees within the bargaining unit shall be eligible to use forty (40) hours per fiscal year of personal leave to be taken in increments of one hour or more with the time chargeable to accumulated sick leave. Personal leave taken after July 1, 1998, shall not be deducted from the potential bonus of the "Stay Well Plan". The taking of personal leave shall be approved in advance by the department head. Approval shall be at the discretion of the department head with due regard for the needs of the Employee. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

## 5.05 Medical Leave - Insurance Coverage

The City shall continue to provide paid health, dental, and vision coverage to Employees as provided for in Section 11.01, during the first three (3) months of a medical leave. In the event an extension of the medical leave is granted beyond



three (3) months, the City shall pay half the insurance premium the City would otherwise pay through the sixth (6th) month of the leave, at which time the Employee may purchase insurance coverage at group rates through the City at his/her own sole cost and expense.

#### **5.06 Other Leave Without Pay**

The City Manager may grant a management or confidential employee a leave of absence without pay for a definite period not to exceed three consecutive (3) months. The City Council may grant a management employee a leave of absence without pay for longer than three (3) consecutive months but a period not to exceed one year. The request for leave, and the reasons therefore, shall be submitted in writing by the management employee and must be approved by both the City Manager and, when necessary, the Council.

Upon expiration of the approved leave, the management employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished during the period of leave and the management employee would otherwise not have been laid off.

Failure on the part of a management employee to return to work on the date scheduled shall be cause for termination.

#### **5.07 Leave for Jury Duty**

Leave of absence with pay shall be granted to a management or confidential employee while going to and from court and serving on jury duty. Any jury fee awarded to such person shall be deposited with the City Treasurer.

#### **5.08 Restriction on Leave for Outside Employment**

A leave of absence without pay may not be granted to a management or confidential employee for purposes of accepting either private or other public employment outside the service of the City.

### **6.00 HEALTH AND WELFARE BENEFITS**

#### **6.01 PERS Medical Plan**

##### **6.01.01 Health Insurance**

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan).

1. City Contributions for Miscellaneous Employees

- a. From July 1, 2021 through December 31, 2022, the City will continue to contribute up to the PERS HMO rate minus the Government Code 22825 contribution. However, for employees choosing the PERS Choice Plan the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and PERS HMO rates per month to be used towards the cafeteria plan. The City shall also pay administrative fees and contingency reserve fund assessments, if any.
- b. Beginning January 1, 2023, the City will contribute the following amounts per month toward the cost of health benefits for each bargaining unit member. The flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year. Unit members electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit member's pay. In the event the actual monthly premium is less than the amount shown on the chart below, the difference shall be provided as contribution to the employee's deferred compensation account.

<u>Enrollment Level</u>	<u>City Contribution</u>
Employee Only	\$1,000.00
Employee +1	\$2,000.00
Employee +2 Or More	\$3,000.00

- c. Employees may irrevocably elect to transition to the fixed City contribution plan described in the preceding subsection (b) one year earlier, to be effective January 1, 2022. At that time, employees will be eligible to receive the deferred compensation contribution if a medical plan is selected that is lower in cost than the City contribution limit. To elect this option, an employee must notify the City in writing no later than October 15, 2021.

2. City Contribution for Safety Employees

From July 1, 2021 to December 31, 2021, the City will continue to contribute to the cafeteria plan up to the PERS HMO rate, minus the Government Code section 22825 contribution. However, for employees choosing the PERS Choice or PORAC Plans, the City shall contribute either the PERS Choice or PORAC plan rate plus 50% of the difference between the PERS Choice or PORAC plan and the PERS HMO plan per month towards the cafeteria plan. The City shall also pay administrative fees and contingency reserve fund

assessments, if any.

- b. Beginning January 1, 2022, the City will contribute the following amounts per month toward the cost of health benefits for each bargaining unit member. The flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year. Unit members electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit member's pay. In the event the actual monthly premium is less than the amount shown on the chart below, the difference shall be provided as contribution to the employee's deferred compensation account.

<b>Enrollment Level</b>	<b>City Contribution</b>
Employee Only	\$1,000.00
Employee + 1	\$2,000.00
Employee + 2 Or More	\$3,000.00

#### **6.01.02 Optional Benefits**

Employees may also elect the following optional benefits:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

#### **6.01.03 Opt out of Medical Coverage**

Employees may elect not to be covered by the PERS medical plan, provided they provide proof to the City of dual coverage from PERS or other medical coverage. Employees who decline coverage will be eligible to receive the following amounts per month from the above-listed optional pre-tax benefits and/or a taxable cash-out benefit.

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.

2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

#### **6.01.04 Dental and Vision Insurance**

The City shall provide reimbursement for employees' and dependents' up to 26 years of age documented dental expenses, with the first \$200 in expenses 100% reimbursed, the next \$500 80% reimbursed, and the next \$1,000 in expenses 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

The City provides Vision Service Plan vision coverage.

#### **6.01.05 Employee Retiree Medical Coverage Program**

It is the purpose of the Employees Retiree Medical Coverage program to provide for medical insurance compensation to retired management employees in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

##### **A. For Employees hired on or before June 30, 2018**

To be eligible for this benefit a management employee:

1. Must have been employed with the City for ten (10) years or longer;
2. Shall retire from the City of Scotts Valley. Public Safety management employees shall be eligible for their benefit upon retiring at age 50 or older; all other management employees shall be eligible upon retiring at age 55 or older. Notwithstanding the above, a management employee who retires with a minimum of ten (10) years of service prior to age 55 shall become eligible for his/her benefit at age 55; and
3. The retired management employee shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for his/her benefit. The retired management employee must secure their own medical insurance coverage. The medical benefit will be provided directly to the retiree at a rate not less than two thirds (2/3) of the monthly premium paid for "PERS retirees" under the PERS-CARE medical insurance plan (benchmark plan) except that the minimum contribution shall be at least \$250 per month.

The medical benefit will be at a rate in accordance with the following schedule:

<u>Years of Service</u>	<u>Percent (%) of Cost of Benchmark Premium</u>
10 years	66%
15 years	70%
20 years	80%
25 years	90%
30 years	100%

The medical benefit will be provided to the retiree and their spouse. However, their benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

Retiree Health Insurance pursuant to this section will not apply to newly hired employees effective upon written agreement with all City employee organizations.

**B. For Employees hired between July 1, 2018 and August 31, 2021**

To be eligible for this benefit an EMPLOYEE:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:
  - a. For EMPLOYEES who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 250.00  
Employees plus Spouse: 375.00

- b. For EMPLOYEES who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 350.00  
Employees plus Spouse: 550.00

- c. For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 500.00  
Employees plus Spouse: 750.00

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

**C. For Employees hired on or after September 1, 2021**

For bargaining unit members hired on or after September 1, 2021 or the effective date of the City's CalPERS contract amendment, whichever is later, and who retire from the City while meeting the eligibility for CalPERS retiree health insurance, the City's maximum contributions toward employee retiree medical coverage shall be the statutory minimum amount required under the Public Employees Medical & Hospital Care Act ("PEMHCA"), as determined by CalPERS under Government Code Section 22892.

**6.02 Life Insurance**

The City shall pay the premium for a \$50,000 life insurance plan for all unit Members.

**6.03 LTDI**

The City shall continue in effect and pay the full premium for the existing long term disability insurance program.

**6.04 State Disability Insurance**

Employees shall be eligible for paid sick leave benefits in accordance with City rules. Employees shall continue to pay the premium cost for State Disability Insurance. It shall be the Employee's responsibility to apply for State Disability benefits and to file with the City immediately upon receipt from the Department of Employment the "Notice of Calculation" for Disability Insurance. Upon receipt of the notice the City shall adjust the Employee's sick leave usage and wages for the affected period so their net pay is equal to that which they would receive if working.

## **6.05 CalPERS Retirement System and Contribution**

### **6.05.01**

#### **A. Classic Miscellaneous Employees**

The City provides the CalPERS pension formula of 2.5% at age 55 plan for all eligible Employees hired on or before December 31, 2012, or hired after such date but already in the CalPERS system as a classic member without a six-month break in service. The City shall provide the Government Code 20042 single highest year benefit for all Miscellaneous Members at City expense.

All classic employees shall contribute 8.0% of PERSable salary toward the employee's contribution.

#### **B. PEPRA Miscellaneous Employees**

For those Employees hired on or after January 1, 2013 to the City of Scotts Valley, who are new to the CalPERS system, the City shall provide 2% at 62 for those Employees in accordance with State law. The contribution for new PEPRA Employees shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

### **6.05.02**

#### **A. Safety Employees**

The City provides the CalPERS pension formula of 3% at age 50 plan based on the highest average annual compensation during any consecutive 36-month (three-year) period for all eligible employees hired on or before December 31, 2012, or hired after such date but already in the CalPERS system as a classic member without a six-month break in service.

All classic safety employees shall contribute 8.0% of PERSable salary toward the employee's contribution.

#### **B. PEPRA Safety Employees**

For those safety employees hired on or after January 1, 2013 who are new to the City of Scotts Valley, the City shall provide 2.7% at 57 for those employees in accordance with State law. The contribution for new PEPRA safety employees shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

### **6.05.03 IRS 414(h)**

For all employees not under the new Public Employees Pension Reform Act:

The City shall provide the IRS 414(h) pick-up of the employee portion of the PERS retirement payment as employer contributions in lieu of employee contributions, for all members effective July 1, 2001.

### **6.05.04 Wellness Stipend**

Effective the first full pay period upon ratification, the City shall provide a \$50 per month wellness stipend through pay roll as taxable income to all bargaining unit members.

## **7.00 LONGEVITY**

Each management and confidential employee shall receive a five percent (5%) increase in salary upon completion of fifteen (15) consecutive years of service with the City.

## **8.00 EDUCATIONAL REIMBURSEMENTS**

The City will reimburse management and confidential employees for the cost associated with upper level college courses and training sessions, in a curriculum related to a professional job related degree or certificate, approved in advance, by the City Manager. Reimbursable costs include only tuition, books and course-related fees. The City will not reimburse management employees for supplies or mileage used to travel to and from such courses.

## **9.00 SPECIAL BENEFITS/CHIEF OF POLICE AND POLICE CAPTAIN**

The City agrees that in addition to any other benefits, the Chief of Police and the Police Captain shall be entitled to those benefits set out in Attachment B, a copy of which is attached thereto and incorporated herein by this reference.

## **10.00 AUTOMOBILE POLICY**

All Department Heads shall either be assigned a City vehicle, receive a monthly automobile allowance, or be reimbursed a mileage reimbursement at the rate set by the Internal Revenue Service as an allowable deduction for automobile business expenses when the management employee is using his/her private automobile for City business.

## **11.00 CELL PHONE REIMBURSEMENT**

Employees who are required to use their personal cell phone for City business will receive \$50 per month cell phone reimbursement. The City will not be responsible for cell phone



replacement, damage or any other costs associated with the Employee's personal cell phone. A cell phone reimbursement participation form will be signed by each Employee and kept on file.

## **12.00 GRIEVANCE PROCEDURE**

A Department Head may grieve any matter involving an interpretation of the terms of his/her benefits set out herein by following steps 1 and 2 below:

Step 1: Informal meeting with the City Manager in an attempt to resolve the grievance.

Step 2: If the grievance cannot be resolved by the Department Head and City Manager, it shall be presented to the City Council in Closed Session or at the option of the Department Head in an open meeting.

All other management employees may grieve any matter involving an interpretation of the terms of the benefits in accordance with the procedures established in the Personnel Rules and Regulations.

## **13.00 COMPENSATION**

### **13.01 Miscellaneous Employees**

Effective the first full pay period after July 1, 2021, the salary range for each miscellaneous classification in the unit will receive a two-and-a-half percent (2.5%) salary increase.

Effective the first full pay period after July 1, 2022 the salary range for each miscellaneous classification in the unit will receive a four percent (4%) salary increase.

Effective the first full pay period after July 1, 2023 the salary range for each miscellaneous classification in the unit will receive a four percent (4%) salary increase.

### **13.02 Safety Employees**

A. Effective the first full pay period after July 1, 2021, the salary range for each miscellaneous classification in the unit will receive a four (4%) salary increase.

Effective the first full pay period after July 1, 2022 the salary range for each miscellaneous classification in the unit will receive a five percent (5%) salary increase.

Effective the first full pay period after July 1, 2023 the salary range for each miscellaneous classification in the unit will receive a two percent (2%) salary increase.

- B. Effective the first full pay period in July 1, 2021, Step One of the current salary schedule shall be eliminated. The current Step Two shall become the new Step One. Concurrently, an additional one step (five percent (5%)) shall be added to the top end of the salary. The new step shall replace Step Seven. The Salary Scale shall continue to have a total of Seven Steps.

Upon this change, employees which have been at the old Step Seven shall be moved to the new Step Seven on their anniversary date. All other employees shall continue to progress through the steps on their next anniversary date.

Effective the first full pay period in July 1, 2023, Step One of the new salary schedule shall be eliminated. The new Step Two shall become the new Step One. Concurrently, an additional one step (five percent (5%)) shall be added to the top end of the salary. The new step shall replace Step Seven. The Salary Scale shall continue to have a total of Seven Steps.

Upon this change, employees which have been at the old Step Seven shall be moved to the new Step Seven on their anniversary date. All other employees shall continue to progress through the steps on their next anniversary date.

#### 14.00 “AT WILL” POSITIONS

The management and confidential positions listed in Attachment A are “at will” positions, meaning that they serve at the pleasure of the City Manager and may be removed at any time, with or without cause.

DocuSigned by:  
*Tina Friend*  
D20DD1D2726141E...  
\_\_\_\_\_  
Tina Friend, City Manager

DocuSigned by:  
*Steve Walpole*  
2F8C7889723640C...  
\_\_\_\_\_  
Steve Walpole, Chief of Police

DocuSigned by:  
*Taylor Bateman*  
51CBA8DA49264BA...  
\_\_\_\_\_  
Taylor Bateman,  
Community Development Director

DocuSigned by:  
*Casey Estorga*  
FDF06F30B78448...  
\_\_\_\_\_  
Casey Estorga,  
Administrative Services Director

**ATTACHMENT A**

**MANAGEMENT AND CONFIDENTIAL EMPLOYEES**

Administrative Services Director	Department Head
Administrative Services Director /Deputy City Manager	Department Head
Chief of Police	Department Head
Community Development Director	Department Head
Community Development Director/ Deputy City Manager	Department Head
Finance Director	Department Head
Public Works Director	Department Head
Public Works Director/City Engineer	Department Head
Public Works Director/City Engineer/ Deputy City Manager	Department Head
City Clerk/Administrative Manager	Non Department Head
Police Captain	Non Department Head
Administrative Services Analyst	Confidential
Administrative Secretary/Analyst	Confidential

## **ATTACHMENT B**

### **POLICE CHIEF AND POLICE CAPTAIN / SPECIAL BENEFITS (Applicable to Police Chief and Captain Only)**

#### **1. LEGAL DEFENSE**

The City shall provide legal representation and necessary coverage for the protection and defense of the Police Chief and Police Captain ("Covered Employee") of the City of Scotts Valley Police Department acting legally in his / her sworn capacity while "on or off duty", and in accordance with the requirements of the California penal Code. The City agrees to provide the necessary legal liability coverage and legal representation to cover any litigation brought against the Covered Employees as a result of his / her actions as a Peace Officer.

#### **2. ASSIGNED POLICE VEHICLE**

The Police Chief and Captain shall be assigned an unmarked police unit from the Department fleet for his / her full time use, due to the nature of his / her employment.

#### **3. HEALTH AND SAFETY - EQUIPMENT**

City shall comply with all applicable State, Federal and County Safety Regulations and shall furnish all safety equipment required by law or deemed necessary by the City Manager, to the Covered Employee. At the commencement of employment, Covered Employee shall be provided safety equipment by the City as follows:

One (1) leather belt for slacks

One (1) leather duty belt with: holster, clip holder, handcuff case, mace holder, baton ring, key ring, four (4) keepers, belt buckle, tape recorder holster

One (1) weapon, clip and ammunition

One (1) O.C. spray canister

One (1) bullet-proof vest

One (1) set of handcuffs with key

One (1) expandable baton

One (1) police flashlight

One (1) tape recorder

City shall provide all equipment deemed essential by the Chief of Police to complete assigned duties.

#### **4. UNIFORMS**

At the commencement of employment, Covered Employee shall be provided uniforms by the City as follows”

- One (1) uniform hat and hat piece
- Three (3) uniform shirts, long or short sleeve
- Three (3) uniform slacks or skirts
- One (1) uniform duty jacket
- One (1) uniform dress jacket
- Patches as required for above uniforms
- One (1) name tag for uniform shirt
- One (1) name tag for uniform jacket
- One (1) complete set of rain gear and rain boots
- One (1) utility uniform
- Two (2) collar emblems
- One (1) duty badge
- One (1) off-duty badge and badge wallet

The City agrees to maintain any required uniform for the Covered Employee.

#### **5. MILEAGE ALLOWANCE**

When Covered Employee is required to use his / her personal vehicle on

City business, the City shall pay the mileage allowance provided by the rules and regulations of the Internal Revenue Service. When reimbursable to the City under POST Plans, the City shall pay maximum mileage allowance provided by rules and regulations of the POST Plan.

#### **6. AMOUNT OF DURATION OF PAYMENT**

Covered Employee shall be entitled to receive industrial sick leave with pay equal to the difference between 100% of his / her normal salary and the amount of any Worker's Compensation temporary disability payments to which the Covered Employee is entitled during such incapacity for a period not to exceed one (1) calendar year from the date of such sickness or injury.

## **7. PEACE OFFICERS' BILL OF RIGHTS**

The City and the Association acknowledge and reaffirm all rights and privileges granted to the Covered Employee by law, including, but not without limitation, those provisions of the Peace Officers' Procedural Bill of Rights (Gov. Code § 33000 et seq.) And the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

## **8. RETIREMENT**

Covered Employee is a management Safety member under PERS and shall be covered under the applicable Safety plan as defined in Section 6.2 of this Benefits Package. All other provisions of Section 6.2 also apply to the Covered Employee.

## **9. TEMPORARY ASSIGNMENT TO HIGHER LEVEL VACANCY (Captain Only)**

An employee specifically on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position if the service in such position exceeds a total of twenty (20) days in any twelve (12) month period, and payment shall be retroactive to the first day of such service.

## **10. VACATION ACCRUAL (Captain Only)**

The Captain's allowable vacation accrual carry-over shall be 2.5 times annual accrual.

## **11. EFFECT OF ABSENCE ON CONTINUOUS SERVICE (Captain Only)**

Absence on authorized leave with or without pay, time during which an employee is laid off because his services are not needed and time during which an employee is temporarily not employed by the City shall not be considered as an interruption of continuous service if such absence is followed by re-employment within one (1) year. However, such absences shall not be counted in computing the employee's years of continuous service.

## **12. AMOUNT AND DURATION OF PAYMENT**

Covered employee shall be entitled to receive industrial sick leave with pay equal to the difference between 100% of his / her normal salary and the amount of any Worker's Compensation temporary disability payments to which he / she is entitled during such incapacity for a period not to exceed one (1) calendar year from the date of such sickness or injury.

**CITY OF SCOTTS VALLEY  
MANAGEMENT AND CONFIDENTIAL**

**SALARY SCHEDULE  
07/01/2021 - 06/30/2022**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Administrative Services Director	10,955	11,503	12,078	12,683	13,317	13,982	14,682
Community Development Director	10,955	11,503	12,079	12,683	13,317	13,982	14,682
Community Development Director / Deputy City Manager	11,503	12,078	12,682	13,316	13,981	14,680	15,415
Deputy City Manager / Administrative Services Director	11,503	12,078	12,682	13,316	13,981	14,680	15,415
Finance Director	10,955	11,503	12,078	12,682	13,316	13,982	14,681
Police Chief	12,921	13,567	14,245	14,958	15,706	16,491	17,315
Police Captain*	10,535	11,062	11,615	12,196	12,805	13,446	14,118
Public Works Director	10,433	10,955	11,503	12,078	12,682	13,316	13,982
Public Works Director / City Engineer	10,955	11,503	12,078	12,682	13,316	13,982	14,681
Public Works Director / City Engineer / Deputy City Manager	11,503	12,078	12,682	13,316	13,981	14,680	15,415
City Clerk / Administrative Manager*	7,803	8,193	8,603	9,033	9,485	9,959	10,457
Administrative Secretary / Analyst*	4,432	4,654	4,886	5,131	5,387	5,657	5,939
Administrative Services Analyst*	4,432	4,654	4,886	5,131	5,387	5,657	5,939

\*Non-Department Head Positions

**CITY OF SCOTTS VALLEY  
MANAGEMENT AND CONFIDENTIAL**

**SALARY SCHEDULE  
07/01/2022 - 06/30/2023**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Administrative Services Director	11,393	11,963	12,561	13,190	13,849	14,541	15,269
Community Development Director	11,393	11,963	12,562	13,190	13,849	14,541	15,269
Community Development Director / Deputy City Manager	11,963	12,561	13,189	13,849	14,541	15,268	16,032
Deputy City Manager / Administrative Services Director	11,963	12,561	13,189	13,849	14,541	15,268	16,032
Finance Director	11,393	11,963	12,561	13,189	13,849	14,541	15,268
Police Chief	13,567	14,245	14,958	15,706	16,491	17,315	18,181
Police Captain*	11,062	11,615	12,196	12,805	13,446	14,118	14,824
Public Works Director	10,850	11,393	11,962	12,561	13,189	13,848	14,540
Public Works Director / City Engineer	11,393	11,963	12,561	13,189	13,849	14,541	15,268
Public Works Director / City Engineer / Deputy City Manager	11,963	12,561	13,189	13,849	14,541	15,268	16,032
City Clerk / Administrative Manager*	8,115	8,521	8,947	9,394	9,864	10,357	10,875
Administrative Secretary / Analyst*	4,609	4,840	5,082	5,336	5,603	5,883	6,177
Administrative Services Analyst*	4,609	4,840	5,082	5,336	5,603	5,883	6,177

\*Non-Department Head Positions



**CITY OF SCOTTS VALLEY  
MANAGEMENT AND CONFIDENTIAL**

**SALARY SCHEDULE  
07/01/2023 - 06/30/2024**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Administrative Services Director	11,849	12,441	13,063	13,717	14,403	15,123	15,879
Community Development Director	11,849	12,441	13,064	13,717	14,403	15,122	15,879
Community Development Director / Deputy City Manager	12,442	13,064	13,717	14,403	15,123	15,879	16,673
Deputy City Manager / Administrative Services Director	12,442	13,064	13,717	14,403	15,123	15,879	16,673
Finance Director	11,849	12,441	13,063	13,716	14,402	15,122	15,878
Police Chief	14,530	15,257	16,019	16,820	17,661	18,544	19,472
Police Captain*	11,847	12,439	13,061	13,714	14,400	15,120	15,876
Public Works Director	11,284	11,848	12,441	13,063	13,716	14,402	15,122
Public Works Director / City Engineer	11,849	12,441	13,063	13,716	14,402	15,122	15,878
Public Works Director / City Engineer / Deputy City Manager	12,442	13,064	13,717	14,403	15,123	15,879	16,673
City Clerk / Administrative Manager*	8,440	8,862	9,305	9,770	10,258	10,771	11,310
Administrative Secretary / Analyst*	4,793	5,033	5,285	5,549	5,826	6,118	6,424
Administrative Services Analyst*	4,793	5,033	5,285	5,549	5,826	6,118	6,424

\*Non-Department Head Positions