

CITY OF PINOLE

COMPENSATION AND BENEFITS PLAN

FOR

EXECUTIVE, MANAGEMENT AND

CONFIDENTIAL EMPLOYEES

Effective Date November 17, 2020
Revised September 16, 2025

CITY OF PINOLE COMPENSATION AND BENEFITS PLAN EXECUTIVE, MANAGEMENT AND CONFIDENTIAL EMPLOYEES

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**CITY OF PINOLE
EXECUTIVE, MANAGEMENT AND CONFIDENTIAL
EMPLOYEES COMPENSATION AND BENEFITS
PLAN**

ARTICLE ONE: INTRODUCTION

SECTION 1. ESTABLISHMENT AND PURPOSE

The City of Pinole (“City”) wishes to establish and maintain a plan of compensation and benefits for executive, management and confidential personnel of the City. Accordingly, the City sets forth this “Executive, Management and Confidential Employees Compensation and Benefits Plan” (also known as the “Plan”).

The purpose of this Plan is to establish the compensation and benefits applicable to the City’s executive, management and confidential employees beyond those already approved in the Personnel Rules or other legislative actions of the City Council. Should there be any conflicting provisions between this Plan and the Personnel Rules, the Plan shall supersede.

SECTION 2. ADMINISTRATION OF THE PLAN

The 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.

SECTION 3. CLASSIFICATIONS

The following classifications are covered by this Plan.

Executive/Department Head

- Assistant City Manager
- Communications Director
- Community Development Director
- Community Services Director
- Development Services Director / City Engineer
- Finance Director
- Fire Chief
- Human Resources Director
- Police Chief
- Public Works Director

Management

- Assistant to the City Manager
- Building Official
- Capital Improvement and Environmental Program Manager

- Deputy City Clerk
- Fire Battalion Chief
- Human Resources Analyst
- Information Technology Manager
- Planning Manager
- Police Commander
- Police Lieutenant
- Public Works Manager
- Recreation Manager
- Wastewater Treatment Plant Manager

Confidential

- Accountant (Confidential)
- Accounting Specialist (Confidential)
- Accounting Technician (Confidential)
- Human Resources Specialist
- Human Resources Technician
- Senior Accountant (Confidential)

SECTION 4. AT-WILL STATUS AND RETREAT RIGHTS

Executive/Department Head employees covered by this Plan are employed on an “at will” basis. Accordingly, both the City and the employee have the right to terminate the employment relationship at any time, with or without advance notice, and with or without cause.

Upon layoff or request by the employee or the City, regular status Police Commanders and Police Lieutenants have the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Police Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay. For purposes of this section, seniority shall be defined as an employee’s tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

SECTION 5. TRANSITION TO THE PLAN

The terms and conditions regarding compensation and benefits for the employees in classifications covered under this Plan have been set forth in individual employment agreements (“IEA”). This Plan and the provisions herein shall replace any and all IEAs upon the expiration of the IEAs. Conversely, employees may elect to voluntarily transition to the Plan prior to the expiration of their IEA and may do so in a written document signed by both the employee and the City Manager. The written document will state that the employee has

voluntarily terminated their IEA and will be covered under the Plan going forward. When an employee transitions from an IEA to the Plan, the City Manager shall set the employee's initial salary under the Plan based on the employee's attainment of the knowledge and skills required by the classification and the employee's performance to-date in carrying out the duties of the classification. If an employee's salary under the IEA is less than the minimum annual salary in the Plan, upon transitioning, the employee's salary shall be at least the minimum annual salary reflected in the Plan. The salaries of all employees in classifications covered under this Plan shall adhere to the ranges for the employee's respective classification as set by the Plan regardless of whether or not the employee is covered by an IEA or the Plan.

SECTION 6. EFFECTIVE DATE

This Plan and any revisions will become effective on the Effective Date stated on the Plan's cover and will continue to be in effect unless otherwise modified by the City Council.

ARTICLE TWO: COMPENSATION

SECTION 7. MANAGEMENT SALARY RANGES

A. Initial Salary

For new employees, the City Manager, or their designee, shall set the salary for individual employees covered by this Plan 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.

B. Base Compensation Structure

As provided in Exhibit A, this Plan sets forth the base salary ranges for all classifications covered by this Plan. There shall be no specified or pre-determined “steps” within the salary ranges for employees covered by this Plan. Rather, each classification under this Plan shall be assigned an open salary range containing a 21.6% spread between the minimum and maximum points of the range.

SECTION 8. COST OF LIVING AND PAY RANGE ADJUSTMENTS

At least annually, the City Council will consider a percentage cost of living adjustment to the salary ranges for all classifications covered by this Plan that considers inflationary increases in the cost of living. If the City Council approves a cost-of-living adjustment and an effective date, the minimum and maximum points of each classification’s range shall be increased by the percentage of the adjustment, and the salary of each individual employee covered by the Plan shall be increased by the percentage of the adjustment effective on the first day of the first pay period on or following the effective date set by the City Council.

From time to time, the City Council will authorize a compensation study of benchmark classifications to identify the market rate competitiveness of salary and benefits provided to employees covered by the Plan. If the City Council approves a market rate adjustment and an effective date, the minimum and maximum points of each below-market classification’s range shall be increase by the percentage of the adjustment, and the salary of each employee assigned to the below-market classification covered by the Plan shall be increased by the percentage of the adjustment effective on the first day of the first pay period on or following the effective date set by the City Council.

SECTION 9. MERIT INCREASES AND PERFORMANCE EVALUATIONS

A. Basis for Merit Increases

In addition to the cost-of-living adjustment discussed above, an employee covered by this Plan may receive a merit increase, once per year in relation to their anniversary and annual performance appraisal. Merit increases will be based upon the quality of the employee’s performance in the preceding twelve (12) months. Merit increases shall result in an employee advancing within the established salary range for their classification by the amount of the merit

increase.

B. Performance Evaluation Process

Performance evaluations for all employees covered under this Plan are the responsibility of the City Manager, who normally will delegate the responsibility of performance reviews to the covered employee's department head. The process for performance evaluations shall be conducted in accordance with Section 14 in the Personnel Rules, unless expressly provided otherwise below.

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

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

The 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 their regular duties and responsibilities; and
- (2) the employee's attainment of specific goals and objectives established for the employee at the beginning of the review period (i.e. one year earlier).

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

C. Merit Adjustment Guidelines

Employees may be granted a merit adjustment of up to five percent each year (5.0%) for exemplary performance.

D. Cap on Merit Increases

If an employee's salary is at the top of the salary range for their classification, the employee shall not be eligible for a merit increase.

If an employee's salary is below the top of the salary range for their classification, the employee may receive a merit increase in accordance with the provisions set forth above. 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.

SECTION 10. EQUITY ADJUSTMENTS

The City Manager may authorize an increase to an individual employee's salary to address internal or external salary equity issues. Any equity adjustment shall consider relevant internal

and external equity data in order to effectuate the intent of this section. Any adjusted salary must adhere to the minimum and maximum amounts of the employee's classification range.

SECTION 11. SEVERANCE PAY

Except as specifically noted otherwise, this section shall apply to executive employees covered under this Plan.

In the event that the City terminates the employment of any executive employee covered by the Plan without cause after the first twelve (12) months of employment, the City shall pay the employee severance, in a sum equal to one (1) month base salary and the value of continuation of health insurance coverage for a period of one (1) month for every year of service, up to a maximum of six (6) months base salary and the value of continuation of health insurance coverage for a period of six (6) months (collectively "Severance"). Such severance is contingent upon the employee signing and delivering a general release of all claims against the City (including without limitation its former and current elected officials, employees, officers and agents). If the employee retires subsequent to separation and receives coverage under the City's retiree health plan within six months of separation, the employee shall reimburse the City for the portion of the Severance associated with the value of continuation of health insurance coverage attributable to post-employment months after which the employee had coverage through the City's retiree health plan. If the employee is terminated for "cause," the City shall not owe any severance under this Plan. The determination of whether there is "cause" for termination shall include but not be limited to those items listed in the Personnel Rules. The term "cause" only relates to the potential to receive severance, and has no bearing on an employee's at-will status.

SECTION 12. OUT OF CLASS PAY

In the event an employee in this unit is assigned and performs the majority of the duties in a higher classification for at least five consecutive work days, they shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Plan.

ARTICLE THREE: BENEFITS

SECTION 13. SICK LEAVE

A. Rate of Sick Leave Earned

Employees covered under this Plan shall accrue ninety-six (96) hours of sick leave per year, accrued incrementally each pay period. Any employee employed in the Fire Battalion Chief classification shall accrue sick leave at 1.4 times the amount above, as the Fire Battalion Chief's normal work schedule is 2,912 hours annually, 1.4 times the normal work schedule of all other employees covered by the Plan, which is 2,080 hours annually.

B. Sick Leave Incentive

An employee's sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six (6) consecutive months within the calendar year shall receive an additional four (4) hours of accrued vacation time (5.6 hours for the Fire Battalion Chief). Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time (11.2 hours for the Fire Battalion Chief).

C. Other Use of Sick Leave

All other conditions regulating sick leave accruals, usage, and family leave contained within the City's duly adopted Personnel Rules shall apply to all employees covered under this Plan.

D. Unused Sick Leave Upon Retirement

Upon retirement from the City, employees with at least five (5) years of continuous City service shall have the option to cash out 25% of unused sick leave in a non-pensionable, lump-sum payment subject to all applicable payroll withholdings.

The balance of unused sick leave shall be utilized to extend CalPERS retirement service credit.

SECTION 14. HOLIDAYS

A. Holiday Pay

The Fire Battalion Chief covered by this Plan has routine scheduled staffing without regard to holidays, and therefore works on holidays as a part of their normal schedule. The employee shall receive, in lieu of holiday time off, eleven and one- fifth (11.2) hours of Holiday Pay at their straight time basic hourly rate for each holiday set forth in Section 13.B below.

B. Holiday Leave

Employees shall receive the following legal paid holidays:

- January 1 New Year's Day

- | | |
|-------------------------------|-------------------------------|
| • Third Monday in January | Martin Luther King's Birthday |
| • Third Monday in February | Washington's Birthday |
| • Last Friday in March | Caesar Chavez Day |
| • Last Monday in May | Memorial Day |
| • June 19 | Juneteenth Day |
| • July 4 | Independence Day |
| • First Monday in September | Labor Day |
| • November 11 | Veteran's Day |
| • Fourth Thursday in November | Thanksgiving |
| • Fourth Friday in November | Day after Thanksgiving |
| • December 24 | Christmas Eve |
| • December 25 | Christmas |

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay and leave purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay and leave purposes.

In addition to the official holidays listed above, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices that is signed by the President of the United States, shall be at the discretion of the City.

The Fire Battalion Chief shall receive 11.2 hours of straight time pay for each holiday listed above in lieu of receiving paid time off.

In addition, employees covered under this Plan shall receive twelve (12) hours of floating holidays each fiscal year. These hours are not vested and must be taken by June 30th of each year or they will be lost. These hours may not be cashed out. The Fire Battalion Chief shall receive 16.8 hours of floating holiday paid time off.

SECTION 15. ADMINISTRATIVE LEAVE

A. Executive/Department Heads

The following classifications shall be entitled to receive administrative leave at an accrual rate of ninety-six (96) hours per year, accrued incrementally each pay period, and may cash out no more than sixty-four (64) hours each year. Any balance remaining at the end of each calendar year will automatically be paid out at the employees' hourly base pay in effect on that date.

- Assistant City Manager
- Communications Director
- Community Development Director
- Community Services Director
- Development Services Director/City Engineer
- Finance Director
- Fire Chief

- Human Resources Director
- Police Chief
- Public Works Director

B. Management

Unless otherwise provided under this section, all management classifications covered by this Plan shall be entitled to receive administrative leave at an accrual rate of sixty (60) hours per year (84 hours for the Fire Battalion Chief), accrued incrementally each pay period, and may cash out no more than forty (40) hours each year (56 hours for the Fire Battalion Chief). Any balance remaining at the end of each calendar year will automatically be paid out at the employees' hourly base pay in effect on that date.

- The Accountant, Senior Accountant, Accounting Technician, Accounting Specialist, Human Resources Technician, and Human Resources Specialist are not entitled to receive administrative leave due to non-exempt FLSA status.

SECTION 16. OTHER LEAVES

Employee covered by this Plan shall receive all other leaves (Bereavement, Family and Medical, Jury Duty, Military, etc.) as provided to other Miscellaneous City employees.

SECTION 17. VACATION

A. Rate of Vacation Earned

Employees shall accrue vacation at the following rates, up to the following maximums, for continuous years of service performed:

<u>Years of Service</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Accrual (Hours)</u>
0 – 4	96	192
5 – 9	144	288
10 – 15	160	320
16+	192	384

The Fire Battalion Chief shall accrue vacation and have a maximum accrual cap at 1.4 times the amounts of employees in other classifications covered under the Plan.

The City Manager may grant a new employee a higher annual accrual rate based on years of public service with other agencies or other appropriate factors. If a new employee is granted a higher initial rate of annual accrual, the employee's rate will stay the same until the employee advances, based on the years of City service, to the higher accrual step.

Employees covered by the Plan may cash out up to 52 hours of vacation annually, provided that he/she has a minimum of 20 days (160 hours) accumulated. The Fire Battalion Chief may cash out 72.8 hours of vacation annually, provided that he/she has a minimum of 224 hours accumulated.

Employees that transition from IEAs to the Plan shall accrue vacation at the rate that the

employee receives under their IEA at the time of transition. The employee's rate will stay the same until the employee advances, based on the years of City service, to the higher accrual step per the table above. Employees that transition from IEAs to the Plan shall not have any cap on maximum accrual.

SECTION 18. MEDICAL BENEFITS

A. Health Insurance

The City shall make the following contributions toward the employee's health premium:

- Effective January 1, 2020, the City's contribution toward the employee's health premium will equal the 2019 Kaiser rate at each level of coverage.
- Effective January 1, 2021, and every January 1 thereafter, the City's contribution toward the employee's health premium will equal the Kaiser rate for the prior calendar year at each level of coverage.

B. Retiree Medical Insurance

The City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
 - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
 - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it

is not earned service.

2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
 - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

CalPERS Credited Years of Earned Service	Percentage of City Contribution Based On The State's Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

C. Medical In-Lieu

Eligible full-time employees with alternate medical insurance shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage: \$225
- Two-party coverage: \$450
- Family coverage: \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of in-lieu benefits and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage status change. It is the duty of the employee to notify Human Resources of any such changes.

SECTION 19. DENTAL INSURANCE

A. Dental Insurance Provided

The City shall pay for the dental insurance premiums for employees covered by this Plan and their eligible dependents, if desired. Selection of the carrier shall be at the discretion of the

City.

The City-provided dental insurance plan provides for a maximum annual dental payout of \$1,500 total for each employee and their eligible dependents.

B. Orthodontic Insurance Provided

The City shall pay for the orthodontic insurance premiums for employees covered by this Plan and their eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

SECTION 20. VISION INSURANCE

A. Vision Insurance Provided

The City agrees to pay the premium for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials.

SECTION 20. SECTION 125 FLEXIBLE BENEFIT PLAN

- A.** The City shall establish and pay the costs for administering a flexible benefit plan for this employee group. Selection of the benefit provider shall be at the discretion of the City. Effective the first full pay period in January 2024, the City shall make an annual (January 1 of each year) contribution of \$500.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The annual contribution shall be prorated for newly hired or promoted medical plan subscribers.

SECTION 22. LIFE INSURANCE

A. Life Insurance Provided

The City agrees to provide term life insurance and accidental death and dismemberment insurance in the amount of one times (1x) the employee's annual base wage salary. Selection of the carrier shall be at the discretion of the City.

SECTION 23. DISABILITY INSURANCE

A. Disability Insurance Provided

Effective the first full pay period following May 1, 2024, the City agrees to participate in the California State Disability Insurance (CASDI) program for employees covered by this Plan for short-term disability benefits and shall provide a Long-Term Disability (LTD) benefit to employees as defined below. The costs of the CASDI program are the responsibility of the

employee, paid through payroll deductions.

Long-Term Disability

The City shall provide long term disability insurance of two- thirds of salary up to \$6,000 per month (\$4,000 maximum benefit) with a 90-day waiting period.

Effective the first full pay period following May 1, 2024, employees shall pay the monthly long-term disability insurance premium through bi-weekly, after-tax payroll deduction and the City shall issue insured employees with a long-term disability insurance premium reimbursement each pay period.

The City shall make coverage available to Police Safety employees interested in participating in Peace Officers' Research Association of California (PORAC) long-term disability plan in lieu of the City's LTD Plan. Effective the first full pay period following May 1, 2024, Police Safety employees shall pay the monthly PORAC long-term disability insurance premium through bi-weekly, after-tax payroll deductions and the City shall issue insured employees with a long-term disability insurance premium reimbursement each pay period up to the City's LTD Plan premium. Employee is responsible for any monthly premium payment if the PORAC LTD Plan exceeds the cost of the City's LTD Plan.

SECTION 24. DOMESTIC PARTNER MEDICAL COVERAGE

A. Domestic Partnership and Coverage Defined

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees, as qualified dependents, under the medical, dental, and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

SECTION 25. INCENTIVE BENEFITS

A. Educational Degree

During the term of this Plan, the City will pay those employees who have earned degrees from accredited college institutions, additional pay as follows:

- | | |
|-----------------------------------|--------------------|
| • Associate of Art/Science Degree | \$ 75.00 per month |
| • Bachelor of Art/Science Degree | \$150.00 per month |
| • Master of Art/Science Degree | \$225.00 per month |

An employee is only eligible to receive Educational Degree Pay under this section for one degree. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the classification description, and if a

higher degree is determined to be beneficial by the City Manager, which shall not unreasonably be withheld.

B. Bilingual Pay

The City Manager may assign designated employee(s) to receive a monthly bilingual pay stipend of \$200.00 per month. Such assignment shall be in writing and must be renewed on an annual basis. To be eligible to receive a bilingual pay differential, an employee must:

- Speak the recognized languages spoken in the City service area.
- Agree to utilize their bilingual ability on the job.
- Demonstrate bilingual proficiency satisfactorily to an evaluating agency/individual.
- Agree to maintain the necessary training and certification standards established by the City to continue to receive the bilingual pay stipend.

SECTION 26. RETIREMENT PLAN FOR EMPLOYEES

A. Retirement Plan Defined

The City shall contract with the California Public Employees Retirement System (CalPERS) for the purpose of allowing employees to earn retirement benefits.

B. CalPERS Contract Benefits – Classic Employees

For “Classic” Public Safety (3% @ 55 Plan) and Miscellaneous (2.5% @ 55 Plan) Members, the contract offers the following options:

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

C. CalPERS Employer Contribution Rate Sharing Formula for Classic Employees

The total amount owed by the City to CalPERS related to retirement benefits of City employees and annuitants is composed of the plan total normal cost and the plan total amortized cost, which together are the “Plan Total Cost”. City employees pay an “expected” employee contribution toward the plan total normal cost. Unless otherwise established between the City and employees, the City pays to CalPERS the plan total cost less the expected employee contribution, which is paid to CalPERS by the employee through payroll deduction.

Employees covered under the Plan will pay an amount above the expected employee contribution, calculated as described below.

Public Safety Employees

Employees covered by this Plan that participate in CalPERS as public safety plan Tier 1

(“Classic”) employees will contribute 9% of salary (expected employee contribution) and an additional 12.935% of salary (employee’s share of City rate). In the event the Plan Total Cost for the City’s Tier 1 public safety plan employees, when expressed as a percentage of payroll, increases in excess of 5.0% over the prior year’s contribution rate, the additional amount above the 5.0% increase shall be shared equally between the City and the employee. For example, if the employer contribution rate increases from one year to the next by 7%, then the City will pay 5% of that increase. For the remaining 2%, the City will pay 1% and the employee will pay 1%.

Effective the full pay period that contains July 1, 2022, the employees’ total CalPERS contribution (combined employee’s contribution and employee’s share of the City’s contribution) shall be reduced to fifteen percent (15%).

Miscellaneous Employees

Employees covered by this Plan that participate in CalPERS as Tier 1 (“Classic”) employees will contribute 8% of salary (expected employee contribution) and an additional 8.388% of salary (employee’s share of City rate). In the event the Plan Total Cost for the City’s Tier 1 employees, when expressed as a percentage of payroll, increases in excess of 4.0% over the prior year’s contribution rate, the additional amount above the 4.0% increase shall be shared equally between the City and the employee. For example, if the employer contribution rate increases from one year to the next by 6%, then the City will pay 4% of that increase. For the remaining 2%, the City will pay 1% and the employee will pay 1%.

Effective the full pay period that contains July 1, 2022, the employees’ total CalPERS contribution (combined employee’s contribution and employee’s share of the City’s contribution) shall be reduced to fifteen percent (15%).

D. CalPERS Contract Benefits – PEPRAs Employees

Individuals first employed by the City on or after January 1, 2013, who are defined as “new members” by the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the CalPERS.

Employees classified as PEPRA Public Safety members will be enrolled in a 2.7% @ 57 plan. Employees designated as Local Miscellaneous PEPRA members will be enrolled in a 2% @ 62 plan. Employees covered by the Plan enrolled in CalPERS as PEPRA Public Safety or Local Miscellaneous members will be responsible to pay a contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

SECTION 27. DEFERRED COMPENSATION – 457 PLAN

The City shall make a 457 Plan and ROTH individual retirement account available for employees covered by the Plan to contribute to through payroll deduction.

Effective the full pay period following adoption of this Plan, the City shall provide up to \$100.00 in a dollar for dollar “matching” monthly contribution to the 457 Plan for participating employees.

SECTION 28. CLOTHING AND EQUIPMENT ALLOWANCE

A. Uniform and Safety Equipment Allowance for Public Safety Employees

Fire safety classifications covered by this Plan will receive an annual uniform allowance of \$800 per year for items which are not solely for personal health and safety, to align with the International Association of Firefighters, Local 1230's clothing allowance.

After voluntarily transitioning to this Plan or at the time that an employee's Individual Employment Agreement expires, Fire safety classifications will be entitled to a clothing allowance of \$1,000 per year.

Police safety employees covered by this Plan shall receive an annual uniform allowance of \$1,000 for the purchase and maintenance of uniforms and accessories.

Effective the first full pay period in January 2024, the uniform allowance will be pro-rated and paid each pay period within the calendar year.

Police employees covered by this Plan shall receive an annual safety equipment allowance of \$255 for the purchase of equipment such as a weapon, holster, duty belt, handcuffs, baton, flashlight, etc. The safety equipment allowance shall be paid in the same fashion as the uniform allowance described above.

B. Safety Shoe Allowance

The classifications listed under this section shall receive a safety shoe allowance in the amount of \$200 per year.

- Public Works Manager
- Wastewater Treatment Plant Manager

The allowance provided under this section will be paid twice annually, one-half (1/2) in June and one-half (1/2) in December.

SECTION 29. AUTO ALLOWANCE

A. Police and Fire

The City shall provide the following classifications with a city-owned automobile for use in discharging their duties, subject to all federal and state tax laws. The City shall also provide all expenses related to gasoline, maintenance and insurance of said vehicle. The classifications covered under this subsection shall have the unrestricted use of said vehicle within the State of California and shall not drive outside the state unless receiving prior approval from the City Manager.

- Police Chief
- Police Commander
- Police Lieutenant
- Fire Chief
- Fire Battalion Chief

B. All Other Employees

The City shall provide employees with an automobile allowance in the form of a per mile reimbursement per IRS-approved mileage rates. These payments shall be made in conjunction with the City's normal payroll periods and subject to all federal and state withholding and tax laws. Employees hired on or after November 17, 2020 shall be eligible to receive mileage reimbursement for use of their personal vehicle when conducting City business.

C. Elimination of Auto Allowance

Employees with IEA's who voluntarily transitioned to the Plan, prior to the expiration of their IEA, and who were receiving a monthly auto allowance will continue to receive their monthly auto allowance in lieu of a per mile reimbursement.

SECTION 30. CELLPHONE ALLOWANCE

An employee covered under this Plan has the option to obtain a City-issued cellphone for business purposes. If the employee does not elect to receive a City-issued cellphone, the City shall provide the employee with a \$65 monthly stipend. This stipend shall be payable on one pay period each month and be subject to all federal and state withholding and tax laws.

The employee hereby acknowledges and agrees that receipt of this stipend means that any voicemail, text, or e-mail messages received on his or her device that are related to City business are the property of the City and are subject to disclosure in accordance with the Public Records Act and applicable case law. The employee further hereby confirms that he or she will provide authorization for the City to obtain such records from his or her service provider.

SECTION 31. FIRE BATTALION CHIEF BACKFILL FOR PARTNER AGENCY

The Fire Battalion Chief classification is distinct among the classifications covered by the Plan in that it performs shift work. The City of Pinole is a party, with the Rodeo-Hercules Fire District and the Contra Costa County Fire Protection District, to the Battalion 7 agreement, through which, among other things, each party provides a Fire Battalion Chief on a rotating shift basis to cover the needs of the entire Battalion 7. From time to time, the Pinole Fire Battalion Chief is required to cover a shift as Battalion Chief for Battalion 7 that is additional to the City's normal shifts. When the City's Fire Battalion Chief covers the Battalion Chief duties for another agency, the Fire Battalion Chief shall receive compensation at a rate of one and one-half times his or her basic hourly salary for the hours worked, not to exceed the amount reimbursed by the other agencies.

SECTION 32. LONGEVITY PAY

Effective July 3, 2023, employees in public safety classifications shall be given additional pay computed on their base hourly rate of pay as follows:

- One percent (1%) pay for five (5) full continuous years of City service, or
- Three percent (3%) pay for ten (10) full continuous years of City service.

Effective July 3, 2023, employees in miscellaneous classifications shall be given additional pay computed on their base hourly rate of pay as follows:

- One percent (1%) pay for five (5) full continuous years of City service, or

- Two percent (2%) pay for ten (10) full continuous years of City service, or
- Three percent (3%) pay for fifteen (15) full continuous years of City services.

This benefit shall not compound, nor be compounded by, any other additional compensation.

SECTION 33. PROFESSIONAL DEVELOPMENT

Subject to budgetary constraints, the City will pay for professional memberships, subscriptions, and training subject to the approval of the City Manager. The City will pay the expenses of transportation, food, lodging, and registration for management and confidential employee at meetings and trainings subject to the approval of the City Manager.

EXHIBIT “A”
EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL GROUP SALARY RANGES

Effective 07/14/2025

<u>Executive, Management, Confidential, eff. 07/14/2025</u>	<u>Minimum Annual</u>	<u>Minimum Hourly</u>	<u>Maximum Annual</u>	<u>Maximum Hourly</u>
Assistant City Manager	\$ 230,165.48	\$ 110.6565	\$ 279,881.23	\$ 134.5583
Police Chief	\$ 230,165.48	\$ 110.6565	\$ 279,881.23	\$ 134.5583
Development Services Director/City Engineer	\$ 219,205.16	\$ 105.3871	\$ 266,553.48	\$ 128.1507
Community Development Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Finance Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Fire Chief	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Human Resources Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Public Works Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Police Commander	\$ 189,685.58	\$ 91.1950	\$ 230,657.66	\$ 110.8931
Communications Director, eff. 03/04/2025	\$ 181,064.43	\$ 87.0502	\$ 220,174.35	\$ 105.8531
Community Services Director	\$ 181,064.43	\$ 87.0502	\$ 220,174.35	\$ 105.8531
Building Official	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Fire Battalion Chief (contract for services, eff. 03/01/2023)	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Planning Manager	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Police Lieutenant	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Wastewater Treatment Plant Manager	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Capital Improvement & Environmental Program Manager	\$ 142,513.27	\$ 68.5160	\$ 173,296.14	\$ 83.3155
Information Technology Manager, eff. 03/04/2025	\$ 142,513.27	\$ 68.5160	\$ 173,296.14	\$ 83.3155
Public Works Manager	\$ 142,513.27	\$ 68.5160	\$ 173,296.14	\$ 83.3155
Recreation Manager	\$ 126,678.82	\$ 60.9033	\$ 154,041.44	\$ 74.0584
Assistant to the City Manager	\$ 126,678.82	\$ 60.9033	\$ 154,041.44	\$ 74.0584
Senior Accountant, eff. 03/18/2025	\$ 111,712.66	\$ 53.7080	\$ 135,842.60	\$ 65.3089
Accountant, eff. 03/18/2025	\$ 101,556.83	\$ 48.8254	\$ 123,493.11	\$ 59.3717
Human Resources Analyst	\$ 100,455.01	\$ 48.2957	\$ 122,153.29	\$ 58.7275
Deputy City Clerk	\$ 96,809.33	\$ 46.5429	\$ 117,720.15	\$ 56.5962
Human Resources Specialist	\$ 91,322.80	\$ 43.9052	\$ 111,048.52	\$ 53.3887
Accounting Specialist, eff. 03/18/2025	\$ 86,742.99	\$ 41.7034	\$ 105,479.48	\$ 50.7113
Human Resources Technician	\$ 83,020.73	\$ 39.9138	\$ 100,953.20	\$ 48.5352
Accounting Technician, eff. 03/18/2025	\$ 68,753.69	\$ 33.0547	\$ 83,604.48	\$ 40.1945