CITY OF LAKEPORT
UNREPRESENTED EMPLOYEES

COMPENSATION AND BENEFITS PROGRAM

July 19, 2016 – July 18, 2017

Adopted July 19, 2016

CITY OF LAKEPORT
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM

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SECTION 1: INTRODUCTION

1.1 Employee Definitions:

At-Will Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be Department Heads.

Mid-Management Employee – an employee who reports to the Department Head and who has assists in administering policies and programs while engaging in day to day operations and supervision.

Confidential Employee – an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

Part-time/Seasonal/Temporary Employee – an employee who is less than full-time or employed for a temporary duration, or to a limited, but specified period of time for training purposes. Assignments may be to specified programs that may continue from year-to-year or as part of a training program for a limited duration. Part-time/Seasonal/Temporary employees are not eligible for City benefits.

1.2 Purpose of the Unrepresented Employee Compensation and Benefits Program

For At-Will Management and Mid-Management employees, this Program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good Department Heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential and Part-Time/Seasonal /Temporary employees, this resolution recognizes and rewards performance and ensures that employees who are not represented by a union are treated at least equally to represented employees. Because of the nature of their jobs, these employees serve the City without any representation and should not suffer as a consequence.

1.3 Employees Covered

Employees covered under this program shall include the following:

A. At-Will Management
- Administrative Services Director/City Clerk
- City Engineer/Public Works Director
- Community Development Director
- Finance Director/Manager
- Police Chief

B. Mid-Management
- Utilities Superintendent I/II
- Police Lieutenant
- Planning Services Manager
- Chief Building Official
- Public Works Superintendent
- Compliance Officer I/II

C. Confidential
Deputy City Clerk

D. Part-Time/Seasonal/Temporary
- Lifeguard
- Pool Manager
- Office Specialist
- Special Police Investigator
- School Resource Officer
- Evidence Custodian
- Designated Level 1 Reserve Officer, paid
- Intern

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management, Mid-Management, Confidential, or Part-Time/Seasonal/Temporary based upon the nature of the work.

1.4 Exempt Status of Employees Covered

Based upon the nature of the work, it is expressly understood that the At-Will Management and Mid-Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential and Part-Time/Seasonal/Temporary employee groups are evaluated for FLSA coverage on a position-by-position basis.

1.5 Term

This document shall be in effect during the period of July 19, 2016 through July 18, 2017

SECTION 2: EMPLOYMENT CONTRACTS

The At-Will Management employees may, at the discretion of the City Manager, enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-Will Management employees will be approved by the City Manager. Where there are conflicting terms and conditions between this resolution and an employment contract, the greater benefit shall apply.

SECTION 3: EMPLOYEE COMPENSATION, WORK DAY & WORK WEEK

3.1. Signing Bonus

For each Confidential employee a one-time, cash payment of $2,000 will be paid on the first full pay-period after July 19, 2016. For each Mid-Management employee a one-time, cash payment of $3,400 will be paid on the first full pay-period after July 19, 2016. For each At-Will Management employee a one-time, cash payment of $4,600 will be paid on the first full pay-period after July 19, 2016.

The payments will be afforded to the aforementioned employees covered by this agreement and employed on July 19, 2016 and shall not apply to part-time, seasonal, or temporary employees. The one-time payment is meant to retain employees; is taxable income; and is unrelated to merit or services performed. If the employee leaves before the end of the term of this compensation program, a prorated amount will be repaid the city in the form of a deduction from the employees' final paycheck.

3.2 Salary Schedule

The salary ranges have been established by the City Council and are attached to this policy. There is no cost of living adjustment (COLA) for the term of this document. There will be a five percent (5%) increase to base salary effective August 1, 2016 for the Police Chief and Police Lieutenant classifications.

3.3 Merit Adjustments

Typically, where there exists an adopted salary schedule, merit adjustments may be made by the City Manager upon recommendation of the direct supervisor and department head policy based on the employee's performance. Performance reviews with the potential for merit increases will occur no less frequently than annually on an employee's anniversary date. Additional merit increases may be approved by the City Manager for documented exceptional performance.

Merit increases from step A to step B shall occur at the twelve month anniversary, conditioned upon satisfactory performance review.

3.4 Recruitment/Retention Adjustments

On occasion, situations may occur when adjustments may be necessary to At-Will Management or Mid-Management salary ranges for documented recruitment or retention problems. The City Manager is authorized to adjust the salary range of a management position up to 10% without Council approval if one of the following conditions is met:

Recruitment Problem – If the City makes an extensive effort to recruit qualified candidates including outreach, advertising, and procuring the services of an executive recruiter and that recruitment is not successful based upon the City's compensation package, then the City Manager can authorize an adjustment to the salary to attract qualified candidates.

Retention Problem – In rare cases, it may be necessary for the City to increase a manager's pay for retention purposes. This would require that the manager have a bona fide offer, in writing, from another organization with a significant increase in pay or other similar justification.

3.6 Acting Pay Assignments:

A. When an Unrepresented Employee is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification, under the following conditions:

   1. The Unrepresented Employee is assigned to a program, service or activity established by the City Council which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the department head's written approval of this assignment must be submitted to the Administrative Services Director at the start of the assignment.

   2. The nature of the departmental assignment is such that the Unrepresented Employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

B. Notwithstanding Paragraph A. 1. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that Unrepresented Employee's classification, and when determined and justified by the City Manager, in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall not be less than 5% of the employee's base salary.

C. Unrepresented Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.

E. Higher pay assignments shall not exceed six (6) months except through reauthorization.

F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.

G. Allowable work location differentials will be paid on the basis of the rate of pay for the higher class.

3.7 Work Day / Work Week:

City agrees to the continuation of the "9-80" work schedule through June 30, 2016. Work days will be nine (9) hours or eight (8) hours, depending upon the schedule. The "9-80" schedule is to be applied to Management, Mid-Management and Confidential employees. For purposes of overtime calculations, the work week is 40 hours beginning at noon on Friday and running until noon the next Friday. Friday is referred to as the "flex" day. For example:

Week 1: M 9 T 9 W 9 Th 9 F 8
Week 2: M 9 T 9 W 9 Th 9 F off

At the request of the City, the parties agree to meet and confer regarding a change in the workday/workweek and associated overtime.

3.8 Overtime:

Overtime is applied to employees considered non-exempt under the Fair Labor Standards Act. Under the "9-80" schedule, overtime will be paid for hours in excess of what was scheduled that day at a rate of one and one-half times the regular rate of pay. For example when scheduled to work a nine hour day, overtime would be paid after nine hours. The City Council, City Manager or Department Head must approve all overtime.

SECTION 4: RETIREMENT BENEFITS

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

4.1 Retirement

The City shall provide retirement benefits under the Public Employees' Retirement System plan commonly known as 2.5% @ 55. City shall also provide highest final year compensation factor (Section 20042) and conversion of unused sick leave to service credit. IRS provision 414 (h) (2) shall also be implemented to provide for payment of employees share of PERS premium from non-taxed dollars.

The Police Chief and Lieutenant shall be enrolled in the PERS plan offered to City of Lakeport public safety officers.

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013.

The City and Unrepresented Employees agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1 ,2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula 2% at 62, which is currently 6.25% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 2.5%@55 Miscellaneous PERS formula, which is 8% employee contribution with a one-year final compensation period.

Effective January 1, 2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Safety PERS pension formula 2.7%@57, which is currently 11.5% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 3%@55 Safety PERS formula, which is a 9% employee contribution, with a one-year final compensation period.

The PEPRA defines a "new member" as : a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; c) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

4.2 Retirement Medical Benefit

To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City.

4.2.1 For regular, full-time employees hired before April 5, 1999, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:

To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for a period of one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility

Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee's sustaining an industrial injury or retirement

through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid.

To be eligible the retiree and dependent(s) must elect to continue with such to coverage within thirty (30) days of the eligible employee's retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City's offered program.

At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents.

To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to the health insurance program offered through City's primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage enrolls through Blue Cross in Medicare Part D. This requirement shall also apply to eligible dependent(s).

Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineer's medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

The benefits provided under this section will continue for such retired employees and their legal dependent(s), if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse until the spouse dies or remarries. In

addition, the benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue Service dependent until such children reach the age of disqualifications as stated in the current health plan contract or the spouse remarries, whichever occurs earliest.

Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.

Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.

Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

For the term of this program, active employees, early retirees and retirees will receive the following city contribution for a city-selected health plan:

Seventy-six percent (76%) of the monthly premiums will be paid by the city, rounded up or down to the closest dollar.

The city contribution for early retirees and retirees shall not exceed the contribution for an active employee.

4.2.2 For regular, full-time employees hired after April 5, 1999, *but before July 1, 2005*, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay towards the appropriate premium(s) for retiree and eligible dependent(s) medical insurance as stated in 4.2.1 with the following exception:

At the inception of retiree coverage the eligible dependents are only those who prior to City contribution towards retiree and dependent(s) medical coverage benefit for those retiring with Service Retirement is based on the following formula:

Years of Continuous Service	% of Cost Covered by City
12	40
15	60

18	80
21	100

City contribution towards retiree and dependent(s) medical coverage benefit for those retiring as a result of industrial injury is based on the following formula:

Years of Continuous Service	% of Cost Covered by City
5 plus	50
10 plus	100

4.2.3 For employees hired after July 1, 2005, and retiring from the City of Lakeport under Service or Industrial Injury retirement provisions, City agrees to allow enrollment in City group medical plans at retiree's sole expense. This option shall cease upon death of retiree, though dependent(s) shall be provided COBRA or other legally required notice and benefits if they choose to stay in City group medical plan for the period of such COBRA benefit. All other terms and conditions stated 4.2.1 shall apply.

No Retiree Medical Benefit will be provided to those employees hired after July 1, 2005, other than described above.

SECTION 5: INSURANCE BENEFITS

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

5.1 Health Insurance

For the REMIF administered medical insurance plan, the City will contribute seventy-six percent (76%) of the monthly premiums and employees twenty-four percent (24%) of the monthly premiums.

For the term of this program it is agreed that the City paid portion of the premiums will be calculated as a percentage of the premium for the selected plan rounded up or down to the closest dollar. The 24% of premium cost shall be made by way of payroll deduction from each bi-monthly check as has been the standard past practice.

City agrees to inform the unrepresented employees of plan changes/discontinuances upon the city's receipt of the same from REMIF. City agrees to meet and discuss regarding any plan changes/discontinuances made during the term of this program.

5.1 Health Insurance Opt Out Program

Upon proof of coverage under an alternate medical insurance program an employee choosing to drop medical insurance coverage under the Blue Cross Plan will be paid $250 for those eligible for single enrollment; $400 for those eligible for double enrollment; and $500 for those eligible for family enrollment.

For employees enrolled in the Opt Out Program as of 7/1/2014 and upon proof of coverage under an alternate medical insurance program, an employee choosing to drop medical insurance coverage under the Blue Cross Plan will be paid an amount equal to 75% of the cost of the couple rate.

Under REMIF rules as of 7/1/2016, married couples may not cover each other under each other's plan when they both work for the same agency. The city will be enforcing the following: (1) married couples may each enroll in individual coverage or (2) one spouse may enroll in the plan and list the other as a dependent. Regardless of which option, the City will not offer an opt-out stipend, since alternate insurance is not available.

Should the the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Stipend for Opting Out of City Medical Insurance.

5.2 Dental Insurance

For the REMIF administered Delta Dental Plan, the City will contribute the entire premium for the duration of this MOU.

The City shall supplement the existing Delta Dental orthodontic maximum lifetime benefit of $1,000 per enrollee to the sum of $2,000 per enrollee.

5.3 Vision Insurance

For the VSP vision insurance plan, the City will contribute the entire premium for the duration of this MOU.

5.4 Life Insurance

For the REMIF administered Life & AD&D Insurance Plan currently with Jefferson Pilot Financial, and the Long Term Disability Insurance Plan currently with Jefferson Pilot Financial, the City will contribute the entire premium for the duration of this MOU.

The Life and AD&D plan currently provides benefits based on one times Basic Annual Earnings, rounded to the next higher $1,000, subject to a maximum of $100,000.

The Long-Term Disability Insurance plan currently provides benefits up to maximum of $6,000 monthly based on two-thirds of salary with an elimination period of 90 calendar days of disability within a 180 calendar day period.

5.5 Employee Assistance Program (EAP)

For the REMIF administered Employee Assistance Program; the City will contribute the entire premium for the duration of this MOU.

SECTION 6: HOLIDAYS

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

All unrepresented employees shall receive the following paid holidays:

- New Years' Day
- Martin Luther Kings' Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

It is the intent of this resolution that all full-time employees receive paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the proceeding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, he/she may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

SECTION 7: VACATION LEAVE

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

7.1 Policy and Intent

In recognition of the fact that many management personnel are recruited from outside the City, that the average tenure for top management personnel is substantially lower that of nonexempt personnel, and that at least two (2) to seven (7) years' prior experience is required, the following vacation leave policy for At-Will Management, Mid-Management, and Confidential employees shall be implemented. For the purpose of recruitment, the City Manager may start employees in a higher category; however, the employee shall not advance from that category until years of service have been accomplished.

7.2 Vacation Entitlement

At-Will Management employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

Years of Continuous Service	Vacation Days Earned/Year

0 through 5 years	15 days (120 hours)
6 through 10 years	20 days (160 hours)
11 or more years	Employees will accrue 1 additional vacation day above 20 for each year of additional service up to the maximum vacation time equal to 200 hours of vacation for each full calendar year of service

Mid-Management, and Confidential employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

Years of Continuous Service	Vacation Days Earned/Year
0 through 4 years	10 days (80 hours)
5 through 10 years	15 days (120 hours)
11 through 20 years	20 days (160 hours)
21 or more years	Employees will accrue 1 additional vacation day above 20 for each year of additional service up to the maximum vacation time equal to 200 hours of vacation for each full calendar year of service

7.3 Vacation Accrual

At-Will Management, Mid-Management and Confidential employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

SECTION 8: MANAGEMENT LEAVE

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

In recognition of the extra hours required to perform at the level of top At-Will management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following management leave policy shall be implemented:

At-Will Management employees shall receive eighty (80) hours Management Leave annually to be used at the discretion of the City Manager. Mid-Management and Confidential Employees classified as exempt and not eligible for overtime shall receive forty (40) hours to be used at the discretion of their Department Head. Hours will be credited on July 1 each fiscal year and may be forfeited if not used by the end of the same fiscal year.

At-Will and Mid-Management shall be entitled to request a cash-out payment of their Management Leave equal to forty (40) hours in lieu of using it as paid time off. At-Will and Mid-Management who have attained ten (10) years of service with the City shall be entitled to

request a cash-out payment of their Management Leave equal to 100% of the leave (40 to 80 hours). Cash-out payments are allowed provided they have not already exhausted their annual allowance, which they may request and receive at any time, in full or in partial amount, during the fiscal year. The City Manager shall be responsible for approving such requests and the Finance Department shall track the use and availability of Management Leave accordingly.

Mid-management may be eligible for up to an additional 40 hours (for a total of no more than 80 hours) at the discretion of the City Manager based upon extenuating circumstances within the Mid-manager's department.

Employees eligible for Management Leave who are on sick leave or unpaid leave of 4 consecutive work weeks or more in a single fiscal year shall have their Management Leave, including annual cash-out, reduced by a pro-rata share of the time off work versus the Management Leave they are entitled to. For example, an employee who is eligible for 80 hours Management Leave and is on sick leave for 3 consecutive months would have their Management leave reduced by 25% to 60 hours., including cash-out.

SECTION 9: OTHER LEAVES OF ABSENCE

All other leaves such as sick, family care, leave without pay, jury duty, subpoena, military or bereavement shall be taken in accordance with the City of Lakeport Rules and Regulations.

9.1 Bereavement Leave

An employee shall receive bereavement leave of 3 days for an in-state incident, or 5 days for an out-of-state incident, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, stepchild, adopted child, son-in-law, daughter-in-law, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident.

Said bereavement leave is separate and shall not be credited against other forms of leave. The employee shall use bereavement leave before he/she makes use of accrued sick time.

9.2 Compensation for Unused Sick Leave

Upon termination, retirement, or death of an employee, the City shall pay for unused sick leave as follows:

Completed Service	Sick Leave Paid Off
5 through 10 years continuous service	10.0%
Start of 11th year through completion of year 15	20.0%

Start of 16th year through completion of year 20	35.0%
Start of year 21 and thereafter	50.0%

Buy-out of sick leave hours is at the employee's normal rate of pay at the time of separation. If employment is terminated due to death, the sick leave buy-out benefit will be paid as designated in writing by the employee or as otherwise provided by law. The maximum pay-out of 50% of accumulated unused sick leave at the time of separation of service as defined above remains at a cash value not to exceed 800 hours.

9.3 Integration/Coordination of Leaves with Disability Insurance

For leaves qualifying for State Disability Insurance or Paid Family Leave, the City will allow a coordination of leave benefits with the insurance benefit for management, mid-management and confidential employees. Coordination of benefits only applies to paid leave that is available in an employees' sick, vacation, CTO or management leave bank.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

10.1 Professional Seminars and Training

To promote continued development of skills, knowledge, and abilities among the Management Team and Confidential employees of the City, the City Manager may grant time to employees for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 Professional Membership Fees

Most Management and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

SECTION 11: OTHER BENEFITS

11.1 Uniform Allowance and Equipment Issuance

The City agrees to pay uniform allowance as follows: Police Chief and Lieutenant, $817.50 per fiscal year. At the time of hire, the Police Chief and Lieutenant shall receive equipment issuance equivalent to what has been negotiated for police officers. Management and Mid-Management in Public Works, Community Development, Engineering, and Utilities Departments shall receive a boot allowance of $150 per fiscal year.

11.2 Vehicle Reimbursement for At-Will Management

At-Will Management employees, to a far greater extent than other City employees, are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide the use of a City vehicle. If it is necessary, the use of a private vehicle shall be reimbursed at the same mileage rate as approved by the City Council, if no auto allowance provisions have been made. The City Manager may negotiate an auto allowance of no more than $400 per month at his/her discretion.

11.3 Technology Allowance

To capitalize on the efficiencies offered by changes to technology, which allow Management to be more flexible with time management, more efficient with workflow, and more available when needed, a technology allowance of $750 will be available on a reimbursement basis (not subject to income tax) or in a lump-sum cash payment (subject to income tax) to members of At-Will Management and Mid-Management employees. The technology allowance will expire on 7/18/2017.

11.4 Cell Phone Stipend

The City recognizes that cellular telephones enhance the level of City services by allowing employees to remain in contact with the office or with one another as the need arises. A monthly stipend of $60 shall be paid to At-Will Management, Mid-Management or other employee designated by the City Manager for the use of the employee's personal cell phone.

11.5 Prior Arrangements/Agreements

All prior arrangement and agreements between individual members of At-Will Management and Mid-Management and the City Manager (former or current) shall remain in effect.

SECTION 12: TERMINATION ALLOWANCE

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

12.1 Severance Pay

In order to foster job security within a professional climate, At-Will Management employees who receive no protection from the City's Personnel System will be entitled to severance pay of no less than three months their normal salary when they are discharged from the City service; provided however, that the employee has been in the employ of the City at least one (1) year and the agree to execute the "Severance Release Agreement" attached hereto as Exhibit A. At-Will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule

At-Will Management employees shall generally be entitled to three (3) months' salary, excluding fringe benefits. However, specific severance pay terms and conditions may be subject to negotiation and included in the employee's Employment Contract, if applicable.

12.3 Voluntary Resignation

The provisions of this section do not apply to any employee who voluntarily resigns from the City service for personal reasons. Whenever practical, At-Will Management employees shall give thirty (30) days' notice prior to voluntary termination in order to leave City service in good standing.

Dated: July 19, 2016

CITY OF LAKEPORT

Margaret Silveira, City Manager

LAKEPORT UNREPRESENTED EMPLOYEES

Kevin Ingram, UE Representative

Jason Ferguson, UE Representative

SEVERANCE RELEASE AGREEMENT

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me,") to the City of Lakeport ("City").

As the undersigned Releasor, I fully recognize that City is under no obligation to make any "severance payment" to me save and except for the terms of this written agreement. I acknowledge the risks and benefits to myself as a consequence of my agreeing to this release as a condition of receiving the severance pay as provided herein. As the undersigned Releasor, I understand that City does not require me to sign this agreement nor does it support, condone, authorize or ratify or have any involvement of any kind in my decision to accept the offered severance in exchange for this release of all claims. I have decided to sign this agreement despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with my decision to accept a severance payment in exchange for a release of all claims save and except any pending Workers Compensation claims. I release City and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, student volunteers, agents, administrators, assigns, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, or created by statute that I may suffer at any time arising from or in connection with my employment by the City of Lakeport, including any injury or harm to me, my death, damage to my property, livelihood, earning potential, reputation or claim of any type related to or arising from my status as an employee with the City of Lakeport (collectively "Liabilities").

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as me.

I agree that this Release shall be governed for all purposes by the laws of the State of California.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

_____ Dated: _____

(Releasor's Signature)

CITY OF LAKEPORT - Monthly Salary Ranges with Steps
Unrepresented Employees
7/19/2016

			Steps					
		Level	A	B	C	D	E	F
	CONFIDENTIAL CLASSIFICATIONS							
	Deputy City Clerk I	35	2832	2967	3111	3263	3465	3587
	EXEMPT CLASSIFICATIONS							
	Compliance Coordinator I	1	3869	4489	5107	5507	5909	n-a
	Building Official	1	3869	4489	5107	5507	5909	n-a
	Planning Services Manager	1	3869	4489	5107	5507	5909	n-a
	Utilities Superintendent I	2	4292	4985	5650	6078	6515	n-a
	Compliance Coordinator II	2	4292	4985	5650	6078	6515	n-a
	Police Lieutenant	2B	4507	5234	5933	6382	6841	n-a
	Public Works Superintendent	3	4613	5393	6085	6546	7019	n-a
	Utilities Superintendent II	3	4613	5393	6085	6546	7019	n-a
	Administrative Services Director/City Clerk	4	5087	5899	6708	7226	7736	n-a
	Finance Director	4	5087	5899	6708	7226	7736	n-a
	Community Development Director	4	5087	5899	6708	7226	7736	n-a
	Police Chief	4B	5441	6309	7176	7730	8276	n-a
	City Engineer/Public Works Director	5	7542	7919	8315	8731	9167	n-a