

RESOLUTION NO. 70-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN  
PERTAINING TO MANAGEMENT AND CONFIDENTIAL SERIES EMPLOYEES

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Management and Confidential Series ("MCS") for the period from July 1, 2018, until June 30, 2020, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2018 through June 30, 2020.

II. SALARY

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, MCS employees shall receive a one percent (1%) salary increase.

III. CALPERS COST SHARING

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, MCS employees shall pay an additional one percent (1%), for a total of four percent (4%) of the employer's contribution rate based on the employee's annual base salary.

IV. OFF-SCHEDULE PAYMENT

Effective December 1, 2018, MCS employees shall receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

V. ADJUSTMENTS TO POSITION PAY PLAN

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, the following salary ranges shall be adjusted as follows:

- Water Systems Specialist: From Range 178 to Range 189
- Field Services Supervisor-Water: From Range 178 to Range 189
- Water Utility Superintendent: From Range 206 to Range 214
- Field Service Superintendent-WWTF: From Range 206 to Range 214
- Principal Civil Engineer: From Range 219 to Range 224
- Chief Building Inspector: From Range 209 to Range 214

VI. CERTIFICATE PAY

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, MCS employees that possess and maintain the following certifications shall receive the certificate pay identified below, calculated as a percentage of the employee's base salary. This item is intended to compensate employees for the extra training, education and work associated with said certificate/designation and is only compensable if a determination is made by the applicable department head in concurrence with HR that the certificate is beneficial to the City in its operations. Education pay (identified below) and certificate pay shall have a combined cap of 10% per employee.

- 2% Notary Pay  
Compensation to MCS employees who obtain and maintain a notary public certificate from the State of California.
- 2% Passport Acceptance Facility Agent Pay  
Compensation to MCS employees who obtain and maintain certificate through the U.S. State Department.

- 2% Certified Municipal Clerk (CMC) Pay  
Master Municipal Clerk (MMC) Pay  
Compensation to MCS employees who obtain and maintain the designation.
- 2% IPMA-HR Certified Professional Certificate Pay  
IPMA-HR Senior Professional Certificate Pay  
Compensation to MCS employees who obtain and maintain the designation.
- 2% Microsoft Certified Solutions Expert Certificate (MCSE) Pay  
Microsoft Certified Solutions Associate Certificate (MSCA) Pay  
Cisco Certified Network Associate Certificate (CCNA) Pay  
AWS Solutions Architect Certificate Pay  
Compensation to MCS employees who obtain and maintain the certificate.
- 2% American Institute of Certified Planners (AICP) Pay  
Compensation to MCS employees who obtain and maintain the designation.
- 2% Certified Access Specialist (CASp) Pay  
Compensation to MCS employees who obtain and maintain the designation.
- 2% Qual. Stormwater Pollution Prev. Plan (SWPPP) Practitioner (QSP) Pay  
Qualified SWPPP Developer (QSD) Pay  
Compensation to MCS employees who obtain and maintain the designation.

VII. EDUCATION PAY

Effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, MCS employees that possess or earn one of the following degrees shall be eligible to receive education pay identified below, calculated as a percentage of the employee's base salary. This item is intended to compensate employees for degrees which enhance the employees' ability to perform their jobs and is only compensable if a determination is made by the applicable department head in concurrence with HR that the degree is beneficial to the City in its operations. Education pay is not stackable. Education pay and certificate pay shall have a combined cap of 10% per employee.

- 2.5% Associate's Degree; or
- 5% Bachelor's Degree

VIII. FITNESS INCENTIVE PROGRAM LANGUAGE

Item No. 4 of the Fitness Incentive Program language shall be amended to read, "Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs may become ineligible from further participation in the program and may face discipline up to and including termination. The Risk Manager maintains the right to determine eligibility of proposed workouts."

IX. 2020/2021 NEGOTIATIONS


Labor Negotiations for the 2020/2021 fiscal year shall begin no later than March 1, 2020.

X. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

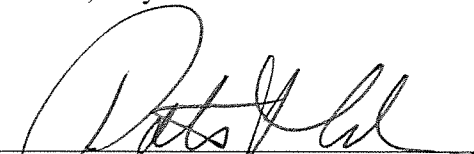
All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and MCS.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of September, 2018.

  
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Milt Stowe, Mayor

ATTEST:  
John Lollis, City Clerk

By:   
\_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

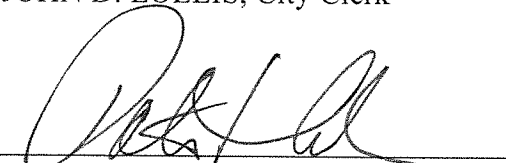
STATE OF CALIFORNIA )  
 CITY OF PORTERVILLE ) SS  
 COUNTY OF TULARE )

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 18<sup>th</sup> day of September, 2018.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	FLORES
AYES:	X	X		X	X
NOES:					
ABSTAIN:					
ABSENT:			X		

JOHN D. LOLLIS, City Clerk

  
 By: Patrice Hildreth, Chief Deputy City Clerk