Resolution No. 1794

Resolution Approving the 2024 Revised Management Compensation Plan

RECITALS:

- 1. Chapter 2.48 of the Central Point Code authorizes and directs the City Council to adopt rules relating to personnel matters.
- 2. Policy #3.06.2 of the Personnel Policies and Procedures provides that the Council shall, by resolution, adjust the salaries and rates of compensation and benefits for all City officers and employees. The City Council deems it to be in the best interest of the City to make revisions thereto.

The City of Central Point resolves as follows:

The 2024 revised Management Compensation Plan, as attached, is hereby ratified and adopted.

Passed by the Council and signed by me in authentication of its passage this ____ day of July 2024.

Mayor Hank Williams

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ATTEST:

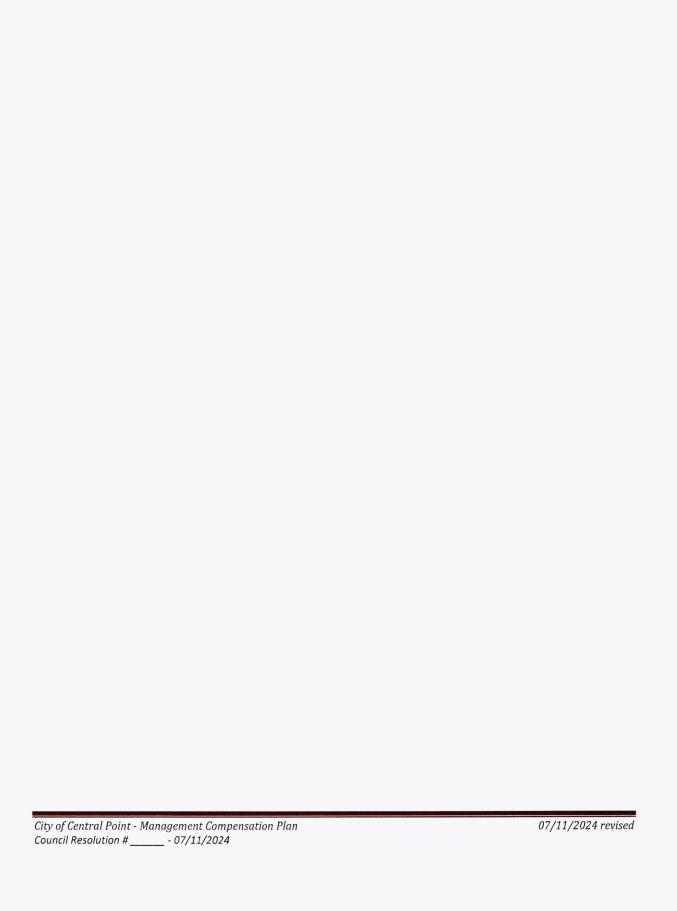
City Recorder



City of Central Point Management Compensation Plan

Chris Clayton, City Manager

ADOPTED BY COUNCIL December 9, 2010 REVISED July 11, 2024 EFFECTIVE July 11, 2024



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This compensation plan is NOT A CONTRACT or bargained agreement. This plan and the salary and benefits outlined herein may be changed at any time with approval of the City Council.

INTRODUCTION

Our City

Central Point is a small town, with a population of almost 19,700, in beautiful southern Oregon. It borders a city of approximately 90,900 and smaller communities with populations of less than 10,000. Central Point is bisected by both a major interstate highway and a rail line. An international airport is within 2 miles. Local medical and educational facilities are excellent, including several hospitals, clinics, a community college and state university. The area enjoys warm summers and mild winters and, although it is 200 or more miles in any direction to a larger metropolitan area, Central Point has wonderful theater, musical, and indoor and outdoor recreational opportunities within minutes of driving time.

The City of Central Point is a full-service municipal organization with a council-manager form of government. Although the town has been incorporated for over 125 years, as recently as 15 years ago the population was less than half the current figure and, as the city grows, so grows the organization. It is currently in the growth phase of its organizational life cycle.

The City Council adopted the following mission as part of the City's strategic plan 2040 update.

Our Mission Creating a family-friendly community that provides a better experience for those living, working and doing business in Central Point.

Our Vision Central Point is a safe, family-friendly, livable community that cultivates its small-feel by managing growth and inspiring meaningful connections between people and places.

Our Values Accountability, Community, Excellence, Heritage, Public Safety, Resilience, and Service.

In 2017, the City Manager adopted the following vision, values, and expectations for our employees.

Vision Statement A better experience for those living in, working in, or doing business with, the City of Central Point.

Statement of Values:

- 1. **Be Owners** We own the work that is produced at the City of Central Point. To that end, we only allow quality products, documents and services to be delivered from our organization. Furthermore, when we fail to meet expectations, we accept responsibility, apply what we have learned, and move forward in a positive direction.
- 2. **Be Real** Simply stated, be authentic/genuine in your communications with the public and with your colleagues.
- 3. <u>Be Bold</u> Take appropriate risk and make compelling/constructive arguments; don't take unnecessary risks or be argumentative.

4. **Be Better** - Know your strengths and weaknesses and constantly seek ways to improve self, perspective, and performance. To "Be Better" requires being self-aware which promotes pluralism, allows us to be open to new ideas/solutions, and find long-term positive outcomes via our short-term failures.

Expectations:

- 1. Embrace the concept and ideals of "public service." The City of Central Point was incorporated in 1889 in order to serve the community and citizens. It is essential that those employed by, or volunteering for, the City of Central Point never lose sight of the fact that we exist to serve the Central Point community. The concept of commitment to the principles of civic duty should be at the heart of everything the City of Central Point does each and every day.
- 2. Place an emphasis on excellent customer service. It is essential that we serve the public in a courteous and professional manner. It is also important for the Central Point staff to be perceived as fair and equitable. Of course, as an organization we will not be able to say "yes" to every request or inquiry. However, in those instances when we must say "no," it is important to deliver this message in a professional manner and to constantly seek alternate solutions for the public.
- 3. <u>Maintain the highest ethical standards.</u> It is essential that the City of Central Point staff earn and maintain the trust and respect of the organization and community. Consequently, it is essential that the City of Central Point establish and maintain a positive culture that is based on honesty and integrity. Each and every member of the city organization should always lead by example. We do the right thing, for the right reason, regardless of circumstance.
- 4. Value cooperation, teamwork coordination, and partnership. It remains essential that the City's various departments and divisions work together to improve our community. The City of Central Point is an organization increasing in size and complexity. A primary component of our success depends on the willingness of every employee and volunteer to work in concert and have a unified organization mind-set.

It is also essential for the Central Point management team to work with various stakeholders in the community and the community itself to solve the challenges and problems that face Central Point. The City of Central Point has earned the reputation as a "partner" to business, development and citizens, and we must do all we can to foster this well-deserved reputation.

5. <u>Hold ourselves accountable to the community for our actions.</u> It is appropriate to tout organizational accomplishments; however, it is also just as important to take responsibility for our failures and shortcomings, and work as a group to solve

problems and minimize our shortcomings. This approach will help the entire organization earn the trust and respect of the community.

- 6. **Be innovative and results-oriented.** Each and every member of the Central Point staff should continuously seek out new strategies, ideas and <u>solutions</u> to improve the organization. The organization should continually strive for excellence and consistently question the "status quo."
- 7. **Genuinely listen and treat each other with respect.** The quality of our employees dictates how well the City of Central Point is able to serve the community. Therefore, it is essential that we value each other and provide support needed in order to be successful. In addition, it is important to empower each other via communication so our decisions are well informed. Finally, the City's management team and City's labor organizations must work well together and embrace common goals and objectives. If differences arise, we must solve them in a professional and productive manner.
- 8. <u>Maintain a strong financial position</u>. It is imperative Central Point staff manage fiscal resources in a responsible and conservative manner. The City of Central Point's taxpayer and ratepayers deserve nothing less than this level of care. Likewise, it is necessary for all employees to ensure that the City operates in an efficient and economical manner.
- 9. Communicate very well, both within the organization and with the community. It is essential that staff communicate in an honest and straightforward manner with each other and with the community as a whole. The City of Central Point should be candid and forthright, regardless if the news is positive or negative. It is also essential to maintain good lines of communication within the organization. We should actively listen to employees and follow up on ideas and suggestions. Finally, staff should always be open to new ideas, approaches, and solutions.
- 10. Maintain a strong work ethic. Regardless of circumstance, we should always do our

In summary, the City's mission is to create, maintain, and sustain livability of the community. As a City, we recognize that to provide the best service to our clients, the citizens of Central Point, we must seek to have a management team that shares the mission, vision, values, and expectations of the City. To that end, an aligned management compensation plan has been created to encourage current and future managers of the City of Central Point to work as a team to create a government organization that puts the needs and desires of the citizens of Central Point above their own preferences, and strive to provide the necessary services in the most efficient and effective manner possible.

Section 1. The Management Team

1.1 Management Team

The City's Management Team is comprised of the Executive Management Team and First and Second Tier Managers and confidential employees. The Management Team's job duties include: governmental accounting; budget; records management; city governance; public safety and law enforcement; public works including street construction, water distribution, storm water and flood hazard management; land use and urban planning; parks maintenance and recreation programming; human resources management; risk management; information technology; and facilities management.

The City's Management Team is composed of professional employees who have years of experience working in their profession or in local government. At a minimum, most positions in the management team require a college degree or equivalent experience, training, and certification.

The jobs covered by this plan are professional-level positions that require specialized training, certification and/or extensive experience. These are professional people in key positions of responsibility; it is important for the City to recognize this and compensate them at a fair, professional level. The term manager or employee may be interchanged to designate staff covered by the Management Compensation Plan.

- **1.2 Executive Management Team** members report directly to the City Manager and include the City Attorney, City Recorder, Building Director, Finance Director, Human Resources Director, Information Technology Director, Planning Director, Parks and Public Works Director, and Police Chief.
- **1.3 First Tier Managers** typically report to a department director and include Police Captain, Recreation Manager, Parks/Public Works Operations Manager, Construction Services Supervisor, Safety & Risk Manager, Principal Planner, Finance Supervisor, and Special Projects Manager/Rehired Retiree.
- **1.4 Second Tier Managers** report to a first tier manager and include the Police Office Manager, Police Lieutenants, and Park/Public Works Supervisor.
- **1.5 Confidential Employee** is an employee classified as a confidential employee under ORS 243.650 including the Human Resources Assistant and Accountant.
- **1.6 Part-time without benefits**. A "part-time without benefits" employee shall be defined as an employee scheduled to work less than 30 hours per week. A "part-time without benefits" employee is not eligible for health insurance but may be eligible for other benefits as outlined in the MCP.
- **1.7 Non-Covered Positions** This Plan shall not cover anyone in a temporary position, in a position covered by a collective bargaining agreement, or anyone with an individual employment agreement.

Section 2. Management Compensation Plan

2.1 Previous Strategy

At the time this plan was originally adopted in 2010, the management compensation strategy had not been reviewed in at least five years. It was basically an extension of the negotiated compensation for the two bargaining units, taking into consideration what other cities in the region were paying for management-level positions. There was no written pay strategy. When a position became vacant, the pay was reviewed at that time. The City prefers to promote current employees when possible and there is a written policy to this effect, but there was no established plan to address pay changes for promotional situations.

2.2 Management Compensation Plan - Strategic Purpose

The purpose of having a written management compensation plan is to develop a compensation strategy that is tied to the mission, vision, values, and expectations of the City of Central Point and the 2020 Strategic Plan and subsequent 2040 Strategic Plan. The compensation plan must be fair, legal, consistent, and understood by all. Having a written plan should eliminate, or at least reduce, the likelihood of inconsistencies, misunderstandings, and real or perceived discrimination.

2.3 Compensation Philosophy

This management compensation program is designed to provide adequate pay for all management employees. The goal of our total management compensation program is to foster and reward performance and dedication, while at the same time attracting suitable candidates, when needed, to fill vacancies.

2.3.1 Principles

- Management pay ranges will be determined, by using the market average for the appropriate labor market as a target and an internal pay equity analysis of comparable work. Placement in the pay range will be determined by a pay equity analysis, and increases within the range will be merit-based and performance-driven.
- Benefits will include adequate health insurance at a reasonable cost to employees, and other benefits that promote a comfortable, secure workforce and encourage dedication to the City.
- Additional perquisites will include deferred compensation, health reimbursement arrangements, paid time off, and other consideration as specified in this plan.
- Incentives may be offered as part of the performance-driven pay structure codified in this plan, provided the parameters of the plan are adhered to.

2.3.2 Strategies

- Because the City of Central Point's success is dependent on capable and dedicated leaders, our compensation goals will strive to attract and retain individuals who share the mission and vision of the City.
- Our total compensation will be industry competitive and appeal to the type of professional employees we wish to attract and retain.
- We will adequately compensate all managers but we will reward those who go above and beyond in the furtherance of our mission.
- We will hold managers accountable for the duties and responsibilities of their positions.
 Regular and meaningful evaluations will be conducted to gauge accomplishments and assess deficiencies.
- We will endeavor to provide benefits that offer the most value to, and are appreciated by, our employees.
- We will promote dedication by providing growth and development opportunities to employees at all levels.
- We will strive to cultivate and promote future managers from within the organization whenever it is practical to do so.
- We will embrace an organizational culture that rewards excellent service to the citizens of Central Point.

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Section 3. Salary Ranges

3.1 Establishing Ranges

Each manager's pay will be established on a scale that includes a minimum and maximum range. Ranges will be proposed by the City Manager, with average salaries for comparable positions in comparable cities (as determined by a wage study of the appropriate labor market) being considered a "target" point. The market will be surveyed not less than every three years. Factors to be considered in determining the range for each position or position class should include:

- Market Survey: average minimum and maximum pay for comparable positions in comparable cities and cost of living changes
- **Scope of the position (Comparable Character):** duties and responsibilities, authority, liability, number of employees supervised, size and complexity of budget administered
- **Total compensation value:** takes into consideration the comparability of total compensation and benefits

Pay bands will be established by grouping similar positions and pay ranges.

3.1.1 Changes to Salary Ranges

To attract and retain high quality professional employees, it is important to maintain a competitive compensation plan that incorporates current economic conditions. Beginning January 1, 2018, the minimum and maximum salary for each band will increase based on the U.S. City Average CPI-U July – July; not to exceed 2.5%. Changes to the salary schedule do not change a manager's salary unless the manager's salary is less than the minimum for the band; in such case, the manager's salary would increase to the minimum salary.

The salary range for each pay band may be adjusted by the City Manager not more than once in any 12-month period and, generally, any change in either the minimum or maximum of the range shall not be more than 10%. Any changes to the pay bands shall be brought to the City Council for approval in the form of a resolution setting forth the employee compensation plan.

3.2 Assigning Positions to Pay Bands

3. 2.1 New Positions

Any new management position shall be approved in accordance with City policy. New positions shall be assigned a pay band based on the recommendation of the Human Resources Director as supported by a market study described in Section 6 of this Plan and comparable character and similarity with existing management positions. New management positions covered under this Plan shall be incorporated into the first revision of the Plan following approval of the position.

3.2.2 Revised Positions/Job Changes

When a current management position covered under this Plan substantive has changes in job duties, requirements or responsibilities, as delineated in an approved, written position description, the revised position shall be assessed. A market study of the revised position will be conducted and the

position will be placed in the appropriate pay band and placement of the incumbent within the pay band's salary range will be done in accordance with 3.3 Individual Placement within Salary Ranges. A change in job title or job duties will not necessarily result in a change in pay band.

3.3 Individual Placement within Salary Ranges

Each manager's pay will be set within the approved salary range of the pay band for their position according to their qualifications, competencies, and the relative value of those qualifications and competencies to the position and to the City of Central Point, as determined by the City Manager. Work of comparable character factors to be considered in determining individual pay within the established range include, but are not limited to:

- Competency: demonstrated level of relevant knowledge, skills and abilities and training
- Credentials: formal education degrees and certifications
- **Experience**: job performance and relevant work history in comparable position(s)
- **Responsibility:** authority, liability, or other responsibility not already considered in establishing the range for the position
- **Performance:** performance of the duties and responsibilities of the position as documented in an annual performance evaluation
- Any other relevant factor(s) that warrant consideration

Placement on the salary range shall be at the discretion of the City Manager, except that such decision shall not be arbitrary or discriminatory.

3.3.1 Initial Placement upon Promotion

In the event an employee is promoted from a non-management position to a management position, the employee shall be placed on the salary range for the management position in accordance with this plan. Incentive pay received by a bargaining unit employee prior to promotion shall be considered in respect to competency, credentials, and experience, but shall not be continued as incentive pay, except as specifically allowed for under this plan.

3.4 Individual Pay Changes

The City Manager shall have the sole authority to approve changes in individual managers' pay, provided the change does not result in more than a 6% increase in any one calendar year, and provided the salary remains within the approved pay range. In the event the City Manager wishes to increase any managers' pay by more than 6%, the City Manager must consult with the Mayor and justify the reason(s) for the increase.

In no case shall a change cause a manager's pay to fall outside of the approved salary range for that position's pay band. For example, if a manager is paid at the top of the approved salary range, he or she may not receive a pay increase until such time as the salary range is adjusted upward, substantive changes to the position warrant a change in pay bands, or other circumstances result in the decision of the city council to approve pay outside the approved salary range.

3.4.1 <u>Market-driven pay changes</u> When a salary survey conducted pursuant to this plan indicates that the pay range for positions in that pay band is significantly lower or higher than comparable positions in comparable cities, the pay range may be adjusted up or down accordingly.

When the salary range for any individual position(s) within a band is significantly higher or lower than comparable positions in comparable cities, and other positions in the same pay band, the City Manager may propose moving a position from one pay band to another.

- 3.4.2 Performance-driven pay Individual salary changes will be based on the outcome of a bi-annual performance evaluation or goal setting session. To qualify for any performance-driven pay increase, the manager's final, bi-annual performance evaluation must, at a minimum, be "fully satisfactory" or from the outcome of the goal setting session. However, receiving satisfactory ratings alone shall not be an automatic basis for a pay increase. In the event a manager's performance falls below average or "need improvement," the City Manager may reduce the manager's pay. The City Manager shall be the sole grantor of pay changes for all managers, but the recommendation of the department director shall be considered prior to the City Manager making any pay changes for first or second tier managers. All performance-driven changes in pay must be specified in writing via the Personnel Action Form (PAF).
- 3.4.3 <u>Part-time Employee Wages</u> Each position is assigned a monthly salary range. Part-time employees will be paid based on the equivalent hourly rate of the monthly salary. The hourly rate is calculated by taking the monthly salary divided by 173.33 hours.
- 3.4.3 <u>Timing</u> Prior to January 1 each year, or following the completion of performance evaluations or goal setting sessions, whichever is later, the City Manager shall determine the amount of pay change, if any, to be made for each manager for the following calendar year. If performance evaluations or goal setting sessions are not completed prior to January 1, the City Manager may, in his or her judgment, opt to make pay changes retroactive to January 1 for some or all managers.

3.5 FLSA Exemption/Overtime

Positions covered by this plan that are exempt under the Fair Labor Standards Act are not subject to, or eligible for, overtime compensation for hours worked in excess of 40 in a week or any specific amount in a given day. Exempt managers are paid on a monthly salary basis to perform the duties of their position and are not required, nor expected, to keep track of the number of hours they work except as noted in Section 5.4.5 Recordkeeping.

<u>Executive Management Team</u> members are expected to work sufficient hours to complete their job duties in a timely manner and that they will generally be available during normal business hours.

Exempt First Tier and Second Tier Managers are expected to be at work or on approved leave of absence from work for a combined total of no less 173.33 hours per month. Hours of work for a workday will be during normal business hours, typically 8:00 a.m. – 5:00 p.m. or as set by the City Manager. Being available by phone during normal work hours does not meet the expectation of being at work.

Additionally, managers are expected to attend meetings, conferences and other functions appropriate to their work assignment, which may fall outside the typical "Monday through Friday, 8 to 5" schedule.

Non-exempt positions covered under this plan are eligible for overtime in accordance with the Fair Labor Standards Act and state law for hours actually worked in excess of 40 in a workweek. Non-exempt managers must submit an approved timesheet accounting for all hours worked. With supervisor approval, a non-exempt employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any approved overtime worked. Comp-time shall accrue at a rate of 1-1/2 the overtime hours actually worked with accrual balances reflecting the number of hours available to the employee. Compensatory time may be accumulated to a maximum of 80 hours. At the end of the fiscal or calendar year, comp-time balances may be paid off, at the City's option, at the employee's straight-time hourly rate.

3.6 Appealing Pay Decisions

If a manager believes that he or she is not paid fairly, he or she may challenge the City Manager's decision to increase, decrease, or make no change to the Manager's pay. Any challenge must be made, in writing, to the City Manager within 15 calendar days after notification of any decision about pay. The written challenge must contain the specific amount of pay the manager believes he or she should receive, and a clear explanation of why the manager believes the City Manager's decision is unjust. The City Manager shall review the challenge and meet with the manager regarding the appeal before making a final decision. The City Manager's decision shall be final.

If a manager believes any decision is discriminatory based on race, color, gender, age, national origin, religion, sexual orientation, or other protected class, they should notify the Human Resources Director.

Section 4. Performance Evaluation

4.1 Bi-Annual Evaluation and Goal Setting Sessions

The performance of all managers covered by this plan shall be evaluated at least bi-annually. Any performance-driven pay changes will be based on the outcome of an annual evaluation of the managers' overall job performance or based on the goal setting session. The City Manager, or department director, in the case of a first or second tier manager, will take into consideration the manager's self-evaluation as well as peer and/or staff evaluations in preparing the final performance evaluation. The results of the final evaluation must support any performance-driven pay change.

4.2 Self Evaluation

The annual self-evaluation is an opportunity for the manager to expound on his or her goals and accomplishments during the evaluation period. The evaluator (City Manager or department director) will review the self-evaluation prior to evaluating the manager. The self-evaluation is to be completed and submitted to the evaluator on or before the date set by the evaluator, except that the manager shall be afforded not less than two weeks to complete and submit the self-evaluation.

<u>Goal Setting and Attainment:</u> The self-evaluation will focus on goal setting and attainment, professional development, and overall contribution to the organization, and include, as an example, such information as:

- Has the manager set and attained departmental and professional development goals, and do these goals serve to further the city's' strategic plan or City Mission and Values?
- Has the manager kept up with the latest issues in their profession?
- How has the manager contributed to the overall success of the organization?
- How does the manager perceive his or her peers and subordinates to view the manager's contribution to the organization/job performance?
- A list of accomplishments for the year should be provided

4.3 Peer and Staff Evaluation

The peer and staff evaluations will be conducted bi-annually prior to the bi-annual performance evaluation and will focus on cooperation and teamwork, integrity and respect, leadership, supervision, policy application, communication, responsiveness and the manager's impact on the organization as perceived by peers, subordinates and others.

Like the self-evaluation, the peer and staff evaluation results will not be used independently in the final evaluation, but rather, will be provided to the manager for use in the self-evaluation and to the City Manager/department director for incorporation into the final evaluation.

4.4 Final Performance Evaluation

The City Manager's evaluation, or department director's evaluation with the City Manager's approval, will be the final, official performance evaluation and will be the instrument used to substantiate any performance-driven pay changes. The final evaluation will be based on the City Manager's or department director's own assessment of the manager's job performance, taking into consideration the self-evaluation and peer and/or staff evaluation. The City Manager shall consult with the department director regarding all first and second tier manager evaluations and the department director shall defend his or her assessment of the manager's performance and final evaluation rating(s) *prior* to the department director meeting with the manager about the evaluation. The City Manager's signature on a Personnel Action Form approving a performance-based pay change shall serve as evidence of the City Manager's concurrence with the department director's evaluation of a first or second tier manager.

4.5 Evaluation Factors

The evaluation factors used for the final performance evaluation will include the following, or variations thereof at the City Manager's discretion:

a. Job Knowledge and Job Performance

How well has the manager demonstrated the knowledge, skills and abilities required to accomplish the assigned tasks and goals of their job?

b. Integrity, Respect and Ethics

How dependable is this manager in respect to honesty, follow through, fairness, accountability, respecting others, ethical standards, and adhering to City policies and collective bargaining agreements?

c. Performance Management/Supervision and Administrative Duties

How well does this manager manage the personnel aspect of his or her department? Are personnel matters dealt with appropriately and in a timely manner? Are meaningful and timely performance evaluations completed? Does the department head hold supervisors accountable? Is proper documentation maintained? Are timesheets turned in on time and correctly? Does this manager adequately account for his or her time?

d. Leadership and Goals (city, department, professional)

How well has this manager furthered the mission of the city and vision, values, goals and expectations of the organization, set and attained department goals, and set and attained professional goals? How do this manager's peers and staff feel about his or her leadership ability and contribution to the organization?

e. Commitment to Organization/Teamwork

How well does this manager demonstrate a commitment to the organization and to teamwork, focusing on the whole organization as opposed to a department first focus?

f. Commitment to Safety and Limiting Liability to the City

How committed is this manager to employee and citizen safety as evidenced by training, type and frequency of injuries or incidents relative to the position/department? Do they give effort and commitment to reducing liability for the city, including following and applying policies and leading by example?

g. Communication

Does this manager effectively communicate with others? Are his or her interactions effective and appropriate? Are they responsive to staff and coworkers? Does he or she provide timely information; maintain cooperative business relationships; and is communication respectful, courteous and focused on the issue at hand?

h. Problem Solving and Judgment

How effectively and efficiently does the manager contribute to solving problems encountered by the organization as the organization works toward accomplishing its goals?

i. Attitude, Motivation and Work Ethic

How does this manager's attitude, motivation and work ethic impact their job performance and overall contribution to the success of the city?

j. Overall

Overall, how well does this manager perform, taking into consideration the performance of the various duties and responsibilities of his or her job; their attendance as it relates to availability, participation and reliability; and their general conduct with respect to honesty, integrity, accountability, dependability, trust, teamwork and respect?

4.6 Evaluation Ratings

The factors used in the determination of performance will be rated on a scale such as 3 = exceeds expectations, 2 = fully satisfactory, 1 = below average, and 0 = unacceptable. Each evaluation rating shall be supported by comments provided in the evaluation document. The final evaluation shall take into consideration the self-evaluation, peer and staff evaluation, department director's assessment for first and second tier managers, and City Manager's assessment, as well as any other source of input the City Manager deems appropriate to make the assessment. The City Manager may revise the evaluation criteria, provided that any substantive change in evaluation criteria be communicated to the managers.

Managers should have completed evaluations of their own subordinate employees prior to their own evaluation being done.

4.7 Timeline

Performance evaluations or goal setting sessions for managers are to be completed prior to December 31st.

4.8 Unsatisfactory Performance

In addition to being subject to a potential performance-driven pay decrease that year, any manager who receives a rating of below average or unacceptable in *any* factor on the final evaluation may be placed on a work plan for the purpose of improving performance. A work plan will normally be in the form of a written plan but, depending on circumstances, may be in the form of a documented verbal discussion at the time of the evaluation meeting. Except when circumstances warrant, a performance review will be scheduled not less than 45 days and not more than 180 days after receipt of the work plan, at which time the manager's performance will be re-assessed. If improvement has been made, the manager may be deemed to have satisfactory performance, or a subsequent re-evaluation may be scheduled. Every effort will be made to assist the manager in making the necessary improvement to successfully perform the job duties. However, if the manager fails to improve after being given adequate time and resources for improvement, the manager may be subject to disciplinary action, up to and including termination.

4.9 Appealing Performance Evaluations

The criterion established for performance evaluations is intentionally rigorous and designed to identify those who perform at, above, or below expectations. If a manager believes that he or she was not rated fairly in the evaluation, he or she may challenge the City Manager's decision. Any challenge must be made, in writing, to the City Manager within 15 calendar days after receipt of the performance evaluation. The written challenge must contain the specific evaluation factor(s) being challenged and a clear explanation of why the manager believes the City Manager's evaluation is unjust. The City Manager shall review the challenge and meet with the manager regarding the appeal before making a final decision. The City Manager's decision shall be final.

If a manager believes any decision is discriminatory based on race, color, gender, age, national origin, religion, sexual orientation, or other protected class, they should notify the Human Resources Director.

Section 5. Total Compensation Package

5.1 Salaries

Salaries are determined by the position, individual qualifications, performance, and market comparison. The City Manager proposes the salary range for each pay band and determines which pay band positions or position classes will be assigned. The City Council shall approve the salary ranges and pay bands as part of the classification pay plan. All managers will receive pay in the form of monthly salary, which will be within the approved minimum and maximum set for the pay band.

In addition to the pay outlined in Section 3 of this Plan, the total management compensation package will consist of other benefits as detailed below for all positions listed in Appendix A.

5.2 Additional Compensation

5.2.1 <u>Health Reimbursement Arrangement</u> The City has adopted the HRA VEBA standard plan offered and administered by the Voluntary Employee's Beneficiary Association Trust for Public Employees in the Northwest. The standard plan shall be integrated with the City's group medical plan and the City shall remit semi-month HRA-VEBA contributions on behalf of only eligible employees who are enrolled in or eligible to be enrolled in the City's group medical plan but have opted out and have provided the City with certification of other group coverage.

Contributions on behalf of each eligible manager shall be based on direct employer contributions. The amount of contribution to the HRA, until changed by way of adoption of revisions to this Plan, shall be \$150.00 each pay period worked, contributed on a semi-monthly basis on behalf of eligible managers.

See <u>5.3.1 Health Insurance</u> for contributions based on health insurance tiered rate coverage.

- 5.2.2 <u>Retirement: PERS</u> The City will pay both the employer's and employee's contribution to the Oregon Public Employee Retirement System. Rehired PERS Retiree's PERS contributions and benefits are subject to current PERS statutory provisions and limitations.
- 5.2.3 <u>Deferred Compensation</u> Managers will be allowed to take advantage of any "457" deferred compensation program offered by the City by having any or all monetary compensation contributed to such account(s), subject to I.R.S. rules.

At the sole discretion of the City, the City may elect to implement any configuration of tax deferral, retirement, or "money purchase" plan and make contributions to such plans as an optional method of compensation. For example, in any given year, the City may elect to give pay increases in the form of a 457 contribution, or a contribution match of up to the maximum of 6%. Any option to make a contribution to such program(s) as a method of providing a pay increase will normally apply to all employees in a given group (executive team, Tier 1, Tier 2) covered under this Management Compensation Plan (not made on an individual basis). Any option to make matching contributions will require the manager to contribute to an account. Options described in this section may be used in lieu of, or in combination with, traditional salary increases.

Managers understand that any matching contributions will be contingent upon the manager contributing at least the amount of the match to their account and that the amount of total compensation received might be decreased if the manager does not contribute at least the amount of the proposed match.

401(a) The executive team members (City Manager, Police Chief, City Attorney, department directors, and City Recorder) are eligible to participate in the City's 401(a) plan. A manager may contribute up to 3% of their salary and the City will match the employee's contribution up to 3%.

5.2.4 <u>Sign on Bonus</u> At the sole discretion of the City Manager, a one-time sign on bonus of up to \$7,500 may be offered at the time of recruitment for any management position. The decision to offer a sign on bonus shall normally be driven by difficulty in recruiting qualified applicants for a position, and industry expectations. The amount of the sign on bonus shall be at the discretion of the City Manager, except that the Human Resources Director shall be consulted.

In the event a manager receives a sign on bonus and subsequently resigns from the position within two years of receiving the bonus, the bonus benefit amount shall be refunded to the City on a prorated basis as follows:

| Less than 6 months of service | 100% refunded to city |
|-------------------------------|--------------------------|
| 6 months to 1 year of service | 75% refunded to the city |
| 1 year to 2 years of service | 50% refunded to the city |

The manager will be required to sign a sign on bonus agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

5.2.5 Relocation Assistance At the sole discretion of the City Manager, relocation assistance may be negotiated during the job offer phase of hiring a new manager from out of the area. Only those individuals who meet the following criteria shall be eligible to negotiate relocation assistance:

1) must be relocating from more than 50 miles away, 2) must be relocating to at least within 50 miles of Central Point, and 3) must be relocating a distance of at least 50 miles. Up to \$5,000 relocation assistance may be offered to an individual who relocates to within the city limits or Urban Growth Boundary (UGB) of Central Point. A new manager relocating to an area outside of the Central Point city limits or UGB may be offered a maximum of \$2,500. In the event a manager negotiates relocation assistance and subsequently resigns from the position or is terminated for cause within two years of receiving the assistance, the assistance benefit amount shall be refunded to the city on a prorated basis as follows:

| Less than 6 months of service | 100% refunded to city |
|-------------------------------|--------------------------|
| 6 months to 1 year of service | 75% refunded to the city |
| 1 year to 2 years of service | 50% refunded to the city |

Refunding of relocation assistance shall apply only in the event of a voluntary resignation or termination for cause. Additionally, if relocation assistance is provided to relocate within the Central Point city limits or UBG and, within 2 years, the manager subsequently moves from the City limits or

UGB but remains in their management position, any amount of relocation assistance paid in excess of \$2,500 shall be refunded to the City using the above pro rata scale. The manager will be required to sign a relocation assistance agreement stipulating to this reimbursement arrangement as a condition of employment. Under certain circumstances, the City Manager may elect to not institute the reimbursement provision of this section of the Plan.

- 5.2.6 Police Management Fitness Incentive
 Program is based on the fundamental belief that an active lifestyle is likely to increase productivity, optimize health and decrease absenteeism while maintaining a higher level of readiness. The goal is to motivate sworn members of the police administrative team to prepare for and participate in an approved physical fitness assessment designed to measure both aerobic conditioning and muscular strength. Fitness testing is offered two times per year. Police Lieutenant and Police Captain who successfully complete the semi-annual fitness testing are eligible for the Fitness Incentive. The incentive is 1% of the average hourly salary for all employees in that position, times 1040 hours, and rounded to the nearest dollar. The Fitness Incentive is paid out in January and July. Employees who do not participate or do not pass are not eligible for the Fitness Incentive.
- 5.2.7 <u>Gym/Weight Management membership reimbursement</u>. The City will reimburse managers up to thirty-five dollars (\$35) per month towards membership in a recognized fitness club, weight loss program, or City of Central Point Recreation health/fitness program they are actively participating in. The City has the sole discretion in determining which clubs/programs it will reimburse. Reimbursements will be made quarterly through payroll provided itemized receipts are received within six months.
- 5.2.8 <u>Assistant City Manager Assignment</u>. A manager designated as Assistant City Manager shall receive up to 10% assignment pay above their current base wage for the duration of the assignment.

5.3 Non-Monetary Benefits

In addition to the monetary compensation outlined in this plan, eligible managers shall receive the following benefits. All benefits will be taxed in accordance with applicable Internal Revenue Service (IRS) regulations.

5.3.1 <u>Health Insurance</u> Through December 31, 2024, the City will pay 100% of the cost of Employee Only coverage and 90% of the difference between the cost of the insurance selected and Employee Only coverage. Effective for coverage beginning January 1, 2025, the City will pay 90% of the total health insurance premium with employees paying the remaining 10% of the premium, of the insurance tier they elect, through payroll deduction. Managers who are "part-time without benefits" are not eligible for health insurance. Employees electing employee only coverage will receive an additional semi-monthly HRA-VEBA contribution of \$150.00; employee and spouse coverage will receive \$62.50; employee plus one child will receive \$82.50 and employee and child(ren) will receive a \$30.00 semi-monthly contribution to HRA-VEBA. Managers electing family coverage will not receive an additional contribution to HRA-VEBA. The City reserves the right to adjust these contribution amounts in the event health insurance premiums increase or decrease.

- 5.3.2 <u>§125 Flexible Spending Account</u> The City offers an IRS Section 125 plan for the purpose of allowing the employee contribution toward health insurance premiums to be a tax free deduction. Additionally, managers will have the opportunity to participate in a flexible spending account to use pre-tax dollars for dependent and health care expenses pursuant to I.R.S. regulations.
- 5.3.3 <u>Life Insurance</u> The city will pay the premium on a group term life insurance policy in the amount of the annual base salary to a maximum of \$250,000 for managers meeting the eligibility requirement of the insurance carrier. The manager shall have the option of purchasing, at their own expense, additional life insurance for themselves and/or family members pursuant to the insurance policy provisions.
- 5.3.4 <u>Long Term Disability</u> The city will pay the premium on a long term disability policy with a 90 day elimination period that provides a benefit of 66-2/3% of base salary, up to a maximum of \$3,000 per month for managers meeting the eligibility requirements of the insurance carrier.
- 5.3.5 <u>Cell Phone Allowance</u> A monthly stipend may be paid to managers who are required to be available by phone while away from the office or outside of business hours, in accordance with city policy. Managers who elect to use a City-owned cell phone are not eligible for a stipend.
- 5.3.6 <u>Use of Car</u> At the sole discretion of the City Manager, the use of an assigned City vehicle may be negotiated for a manager. Any such use shall be based solely on appropriateness for the position, and subject to applicable I.R.S. rules.
- 5.3.7 <u>Air Miles and Other Purchase-Related Benefits</u> Although managers are issued purchasing cards for making authorized, work-related purchases, it is understood that, occasionally, under certain limited circumstances, the use of a personal purchasing card for making work-related purchases may be warranted. The use of personal cards for work-related purchases shall be infrequent. A manager shall be entitled to any benefits or rewards, such as air miles, hotel points or cash back, associated with work related purchases and such benefits or rewards shall be considered part of the managers' salary and compensation.
- 5.3.8 <u>Use of City Resources</u> The use of City resources on a limited and occasional basis shall be considered part of the manager's total salary and compensation. Examples of such use may include photocopiers, printers, computers, tablets, phones and other technology, provided such use does not violate the City's acceptable use policy. Additionally, except for items such as portable information technology (i.e., laptop, iPad, etc.) such use of city resources shall not include taking items off City premises (i.e., this provision does not allow for taking tools or equipment home).
- 5.3.9 <u>City sponsored events</u> The City sponsors community events such as the Wild Rogue Pro Rodeo and BOOM Fest. Gifts such as event tickets, special seating, prizes, etc. that are given from the event organizer to the City may be accepted by the manager and are considered part of their official compensation package per ORS 244.040 (2) (a) and City of Central Point Resolution No. 1450.
- 5.3.10 <u>Travel, Training and Education Expenses</u> Managers are covered by city policy regarding travel, training and tuition reimbursement, and such reimbursements are taxed in accordance with IRS rules. Furthermore, it is understood that managers attending training or

conferences may receive training materials, training aids, devices, gifts, prizes, etc. Managers shall be allowed to personally keep such materials provided to, or received by, attendees at training, conferences, or courses paid for or reimbursed by the City as part of the manager's total salary and compensation.

5.4 Paid Time Off

The City recognizes the importance of time away from work for personal lives, and believes managers should receive paid time off for certain holidays, vacations, personal time, and for when they are unable to come to work due to illness or injury. To this end, managers shall be granted time off under the following provisions.

5.4.1 <u>Paid Legal Holidays</u> Except as otherwise specified in 5.4.1(a) and (b), managers shall receive the following holidays off without loss of pay.

| New Year's Day | Juneteenth | Thanksgiving Day | |
|---------------------------------|------------------|----------------------------|--|
| Martin Luther King Jr. Birthday | Independence Day | The day after Thanksgiving | |
| President's Day | Labor Day | Christmas Eve | |
| Memorial Day | Veteran's Day | Christmas Day | |
| | | Two Floating Holidays | |

Legal holidays and floating holidays are eight (8) hours. One floating holiday will accrue on January 1 and one will accrue on July 1. Floating holidays must be used in the calendar year in which they accrue. Unused floating holidays will be lost each year and will not "roll" from one calendar year to the next and will be forfeited.

Except for floating holidays, if the holiday falls on a Saturday, the preceding Friday will be the paid day off unless that Friday is already a paid holiday, then the following Monday will be the paid day off. If the holiday falls on a Sunday, the following Monday will be the paid day off unless that Monday is already a paid holiday, then the previous Friday will be the paid day off.

Managers working a 4-10 schedule shall use two (2) hours of other leave which may be vacation, comp time, management leave, or floating holiday to "make-up" the two hours. A manager may not flex their schedule to avoid using two hours of other leave.

If a manager chooses to or is required to work on a holiday, no additional compensation shall be granted.

- 5.4.1(a) Part-time managers covered under this plan shall receive legal holidays and floating holidays on a prorated basis.
- 5.4.1(b) Non-exempt full time police lieutenants shall receive 112 holiday bank hours in lieu of receiving the above holidays off. The holiday accrual bank shall be credited in a lump sum twice each year with 56 hours accruing on January 1 and 56 hours accruing on July 1. Holiday bank hours must be used within 12 calendar months of accrual or the hours will be forfeited. Holiday bank hours shall not accrue beyond 112 hours at any one time for any reason. If a manager's holiday bank hours are greater than 56 hours on January 1 or July 1, the number of hours added to the bank shall

be such that the total is not more than 112 hours. No payment will be made for the loss of any hours due to failure to use them within the 12 calendar month limit. Whenever practicable, non-exempt, full time managers who accrue holiday bank hours under this provision are expected to use holiday bank hours on paid holiday dates as described in this section. The 112 hours of holiday bank is equivalent to the 12 paid holidays and 2 floating holidays provided to other full-time managers covered under this plan.

5.4.2 <u>Paid Vacation</u> The City encourages managers to take time off occasionally for vacations away from work. It is expected that managers will, at a minimum, take at least one week of vacation each year in a block of at least one full workweek. Executive Management Team members' notice of the intent to take vacation shall be submitted to the City Manager as far in advance as practicable, and shall be noted on the City's "Department Head Vacation Calendar." First and second tier managers shall submit notice of the intent to take vacation to the department head as far in advance as practicable. Vacation accrual for full time managers shall be as follows, except that the City Manager may, at his or her sole discretion and when circumstances warrant it, place a manager on the accrual chart at any level.

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1st through 4th year of service (0-48 months)10 days (80 hours)5th through 8th year of service (49-96 months)15 days (120 hours)9th through 12th year of service (97-144 months)20 days (160 hours)12+ years of service and beyond (145+ months)25 days (200 hours)
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<u>One-time Longevity Award</u>: On the anniversary of the 15th, 20th, 25th, and 30th year of service, the employee shall receive a one-time award of 40 hours of vacation.

The maximum vacation accrual for any manager at any time shall be 25 days (200 hours) per year. Vacation shall be allowed to accrue to a maximum of two times the annual accrual rate, but in no case shall accrual be more than 400 hours. Additional awards for longevity shall be counted in the maximum accrual.

Vacation will be paid out at the time of separation. Managers will be allowed to sell back unused vacation hours in accordance with current City policy.

Employees who are promoted from within City service into a management position under this management compensation plan shall have their years of service with the City count toward their vacation accrual in the manager position. One-time longevity awards shall only be awarded for current service milestones. For example, a 23-year employee who is promoted into a position covered by this Management Compensation Plan shall be eligible for the 25-year award at 25 years of service, but would not be awarded a 20 year award retroactively.

Managers that go into an unpaid status or utilize Paid Leave Oregon shall have their vacation accrual prorated based on hours in a City paid status. Part-time managers covered under this plan shall accrue vacation on a prorated basis.

5.4.3 <u>Sick Leave</u> Full-time managers shall accrue four hours of sick leave for each pay period worked. Sick leave shall be allowed to accrue without limit. Except as provided for in a

current City policy or separation agreement, unused sick leave hours shall not be compensated at separation, but will be reported to PERS. Part-time managers covered under this plan shall accrue paid sick leave on a prorated basis. Managers that go into an unpaid status or utilize Paid Leave Oregon shall have their sick leave accrual prorated based on hours in a City paid status.

HRA-VEBA Contribution of annual unused sick leave Annual unused sick leave shall be contributed to the HRA-VEBA accounts of employees who are OPSRP Oregon PERS plan members and have a sick leave bank balance greater than 520 hours. Annual sick leave (96 hours) may be accrued and used, but any unused annual sick leave remaining on December 31 of each year shall be paid at 50% of employee's base wage rate on December 31st, provided the minimum 520 sick hours remain on the books following the sellback. Payment pursuant to this paragraph shall be made to the employee's account in the HRA-VEBA trust on the second payroll of January.

- 5.4.4 <u>Management Leave</u> It is recognized that full-time, exempt managers covered by this plan are compensated on a salary basis and do not receive additional compensation for meetings, travel and work outside of the "regular work week." However, in recognition of the additional time commitments of exempt managers, each exempt manager shall receive 56 hours of Management Leave annually on July 1. Management leave must be used within one year of being received. Any management leave remaining on June 30 will be forfeited. Management leave accrual shall be prorated for new managers.
- 5.4.5 Record Keeping FLSA non-exempt employees are required to submit a timely timesheet, signed by their supervisor, that accurately reflects their hours worked and leaves taken during each pay period. Although exempt managers are not required to keep track of their hours worked for the purpose of pay, they are required to keep track of their use of accrued or banked leaves and submit a timely leave report, signed by their supervisor, that accurately reflects leaves used during each pay period.

5.5 Changes in Benefits upon Moving to a Management Position

Managers shall only receive benefits that are afforded to management employees under this management compensation plan or approved City personnel policy(s). At any given time, an employee shall only have accrued time "on the books" that other employees in the same employee group accrue.

When an employee changes from a bargaining unit position to a management position, all accrued compensatory time and, if applicable, holiday bank time shall be paid out at the previous hourly rate at the time of the change and in accordance with the applicable bargaining agreement or policy. An employee changing to a non-exempt management position shall be allowed to accrue comp time in lieu of overtime in accordance with the provisions of this plan, but shall enter the position with a zero balance of accrued comp time. An employee changing to a non-exempt Lieutenant position shall accrue holiday bank leave in accordance with the provisions of this plan, but shall not be allowed to exceed the holiday bank hours caps described in this plan.

5.6 Application of this Plan and City Policies

Managers are covered by and expected to follow all City policies. Where City policy and the Management Compensation Plan differ, the Management Compensation Plan shall be applied except that where the Management Compensation Plan is silent on a benefit that is provided for in a current City policy, the policy shall apply.

Section 6. Comparable Market Defined

The cities selected for the market comparison shall be determined at the time any market survey is done based on criteria set forth in this document. The "comps" may vary from year to year as a city may meet the criteria one year but not the next, or a city that did not meet the criteria one year may meet it the next.

6.1 Defining the Market The criteria for market comparable will be:

- a. Oregon cities with a population of between 9,900 and 30,000, based on the most recent Portland State University population estimate (this criterion is based on current Central Point population of 19,700 as of December, 2023 and would be adjusted for population changes);
- b. Located within a metropolitan area of at least 100,000;
- c. Median housing prices within 25% of Central Point's median housing prices at the time of the survey.
- d. If in any year an inordinately large or insufficient number of cities meet these criteria the median housing range may be reasonably adjusted up or down.

6.2 Additional Considerations

Additionally, to the extent practical, the total compensation package, including monetary compensation and monetary and non-monetary benefits such as PERS contributions, health insurance premium sharing and out of pocket expense, HRA contributions, and paid leaves, should be considered in determining the relative comparability of the cities meeting the market comparable criteria.

Within the cities that meet the above criteria, only those positions that are legitimately analogous will be compared. Criteria to determine the comparability of positions will include, but not necessarily be limited to, the following:

- a. Reporting structure (both up and down)
- b. Scope of position as set forth in the position description
- c. Department budget

The City will make every effort to obtain compensation information from comparable cities. However, it is understood that obtaining such information is dependent upon the cooperation of the surveyed cities. Where survey information is not provided, the City will attempt to gather the information from other sources in an effort to fairly determine appropriate salary ranges for City of Central Point management positions.

Section 7. Conclusion

The goal of this management compensation plan is to fulfill the various functions for which it was created:

- To align management compensation for the City of Central Point with the mission and goals of the City.
- To incentivize exceptional performance of managers.
- To move toward meeting the wishes of the City Council and the needs of the managers, who have indicated a preference for a performance-based pay plan to that of an entitlement-based plan.
- To lay the foundation for incorporating pay for performance organization-wide.

The City of Central Point, although more than 125 years old, is in the growth phase of the organizational life cycle. We are refining policies and procedures and making changes where change is needed in order to move forward as an organization. The recent economic climate placed the City in a position of having to do more with less year after year. As the economy rebounds and begins to grow again, the efficiency and exceptional performance encouraged and rewarded by this Plan will continue to contribute to the City's prosperity.

This compensation plan is NOT A CONTRACT or bargained agreement. This plan and the salary and benefits outlined herein may be changed at any time with approval of the City Council.

Appendix A

Salary Schedule for management positions effective January 1, 2024 Cost of Living Adjustment 2.5% to the minimum salary and 5% to the maximum salary. (Police Captain salary equivalent to EIII)

| Band | Tier | Position | Minimum | Maximum |
|----------------|------|---|---------|----------|
| С | C1 | Human Resources Assistant (non-exempt) | \$3,998 | \$5,106 |
| R | ET | City Recorder | \$5,757 | \$8,117 |
| I | T2 | Parks & Public Works Supervisor | \$6,067 | \$8,555 |
| I | T2 | Police Office Manager | \$6,067 | \$8,555 |
| I | T1 | Finance Supervisor | \$6,067 | \$8,555 |
| I | T1 | Recreation Manager | \$6,067 | \$8,555 |
| I | T1 | Safety & Risk Manager | \$6,067 | \$8,555 |
| I | T1 | Construction Services Supervisor | \$6,067 | \$8,555 |
| II | Т1 | Parks & Public Works Operations Manager | \$7,280 | \$9,889 |
| II | T1 | Principal Planner | \$7,280 | \$9,889 |
| III | ET | Director (Information Technology, Finance, Human Resources, Planning, and Building) | \$8,096 | \$11,947 |
| IV | ET | Director (Parks & Public Works) | \$9,756 | \$13,046 |
| IV | ET | City Attorney | \$9,756 | \$13,046 |
| A | A1 | Special Projects Manager/Rehired Retiree | \$3,998 | \$13,046 |
| | | | | |
| Police Band | Tier | Position | Minimum | Maximum |
| PI | T2 | Police Lieutenant (non-exempt) | \$7,280 | \$9,889 |
| PII | T1 | Police Captain | \$8,096 | \$11,947 |
| PIII | ET | Police Chief | \$9,756 | \$13,046 |

[&]quot;T1" = Tier 1 Manager, "T2" = Tier 2 Manager, "ET" = Executive Management Team "A1" = Based on Assignment, "C1" = Confidential employee

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