

HEARTLAND COMMUNICATIONS FACILITY AUTHORITY
COMPENSATION PLAN AND BENEFITS

EXECUTIVE DIRECTOR

July 1, 2023 through June 30, 2028



The DIRECTOR is an “at will” position and as such serves at the pleasure and discretion of the HCFA Commission.

1. SCOPE

The Compensation Plan and Benefits contained herein applies to the at-will salaried management position of Director for the Heartland Communications Facility Authority.

2. COMPENSATION

- Salary effective July 1, 2023: \$178,761
- Salary effective July 1, 2024: \$185,911
- Salary effective July 1, 2025: \$193,348
- Salary effective July 1, 2026: \$199,148*
- Salary effective July 1, 2027: \$205,123*

*Executive Director has option to open contract to re-negotiate (Salary Only) for year(s) 4 or 5 of the contract if current salary range is below comparable contract(s). Executive Director must notify Chair of the Board of Chiefs no later than January 7 in either 2026 or 2027 of the intent to open contract discussions for salary only.

3. EARNED VACATION

The Director shall accrue annual vacation with pay according to uninterrupted, full-time service as follows:

- a. 7.15 hours of vacation accrued and credited bi-weekly

4. MAXIMUM VACATION ACCUMULATION

400 HRS

5. VACATION REQUESTS

Vacation requests for the Director must be approved by the Chair of the Board of Chiefs; before the vacation being taken. The Director shall use a minimum 40-hour block of vacation at least once each year. The balance may be used in increments of one (1) hour.

The Director shall be entitled to convert up to 120 hours of unused vacation leave for cash on an annual basis based on his/her compensation rate for that fiscal year. Choosing of this option may not reduce his/her vacation leave balance below 192 hours.

At no time may the Director convert more than 120 hours in one fiscal year with vacation or sick hours individually or combination thereof.

6. HOLIDAYS

The following holidays shall be observed by the Authority and shall be taken on the designated holiday. If a holiday occurs on a Saturday or Sunday, the Friday immediately before the holiday shall be taken in lieu.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day*	September 9 (Float)
Columbus Day*	Second Monday in October (Float)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31

*0.62 hours of vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays.

7. ADMINISTRATIVE LEAVE

The Director will be granted an additional (60) hours administrative leave per year to be accrued as its own leave balance labeled as Management Leave. Management Leave will not carry over year to year and has no cash value. The leave bank will reset each July 1.

8. SICK LEAVE

Sick leave shall be granted at a rate of 5.52 hours bi-weekly with unlimited accumulation. Abuse of sick leave is considered grounds for dismissal.

9. SICK LEAVE CONVERSION

If the Director takes less than 40 hours of sick leave during the fiscal year, he/she shall be entitled to convert up to 80 hours of unused sick leave to vacation or receive a cash payment for up to 36 hours, based on his/her compensation rate for that fiscal year. Choosing of either option may not reduce his/her sick leave balance below 192 hours.

At no time may the Director convert more than 120 hours in one fiscal year with vacation or sick or combination thereof.

After ten years of continuous (uninterrupted) service and upon voluntary separation and/or retirement from CalPERS under satisfactory conditions (as determined by the appointing AUTHORITY), the Director shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave. Such reimbursement is to be computed using the Director's final compensation rate. It has been agreed; the Director position does not include any converted sick hours during employment in the calculation.

10. REIMBURSEMENT OF SICK LEAVE UPON SEPARATION

Credit for unused sick leave accrued under "normal S/L accrual" account according to PERS section 20965 shall be granted only upon retirement.

11. BEREAVEMENT LEAVE

The Director shall be granted up to three days bereavement leave with pay in order to discharge the customary obligations arising from the death of a relative who is a member of the EMPLOYEE'S immediate family (including spouse or domestic partner, children & spouse/partner, father & spouse/partner, mother & spouse/partner, brother & spouse/partner, sister & spouse/partner, mother in law & spouse/partner, father-in-law & spouse/partner, grandparents & spouse/partner, stepbrothers & spouse/partner, stepsisters & spouse/partner). Approval shall come from the Chair of the Board of Chiefs.

12. CAFETERIA/INSURANCE

The Director shall be granted \$2,200 per month on a Cafeteria Benefits Plan effective July 1, 2023.

The AUTHORITY agrees to continue its cafeteria-style benefit plan for the Director. The benefits include dental insurance, vision insurance and health insurance.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the Directors salary as a payroll deduction. The Director will not be eligible to receive the remaining balance of the cafeteria benefit allowance in cash. If the Director chooses to not participate in Cal PERS Health Plan under the Authority, the cafeteria benefit will be forfeited.

The amount of life insurance covered by the Authority shall be equal to one and one-half times the Director's annual income plus (\$50,000.00).

13. TUITION REIMBURSEMENT

Tuition and Book reimbursement, for the actual cost, will be paid by the Authority for attendance at professional and technical courses or work-related seminars.

To encourage continuous education, supervisory and management training, the Authority will include within the Tuition Reimbursement Policy, the opportunity for the Director to use the allowance to help defer costs of attending relevant seminars, workshops, conferences, and classes (not necessarily requiring a grade) which promote professional growth. Also, the Director may apply this allowance toward related lodging, meals and other travel costs in compliance with the procedure for Travel and Meetings as having been established.

The Director shall be entitled to a maximum of \$2000.00 per fiscal year reimbursement.

14. FLEXIBLE SPENDING ACCOUNT

The AUTHORITY has available to the Director a flexible benefit plan in accordance with IRS Section 125. The selection of the plan is the decision of the authority.

15. RETIREMENT

- a. The Authority contracts with the Public Employee Retirement System (PERS)
- b. The Authority provides the 2.7% at age 55 PERS Retirement Plan for CalPERS Classic Member and a 2% at age 62 for CalPERS PEPRA Member, both with the fourth (4th) level 1959 Survivor Benefit.
- c. Retirement compensation is based on the highest single year (Effective July 1, 1992) if Classic Member or if PEPRA Member a three-year final compensation period will be used to calculate the final compensation.
- d. Directors will receive military service credit as outlined in Section 20930.3 of the PERS law.
- e. Beginning August 6, 2011, the entire 8% EMPLOYEE'S share of the retirement cost is the responsibility of the EMPLOYEE

Any State-mandated or other increases in the cost of the retirement system resulting from increases in the benefit level of the current plan are subject to *future negotiations* between the AUTHORITY and EMPLOYEES.

- f. The AUTHORITY will provide a portion of health coverage for retirees who retire out on a qualified Cal PERS Health Plan, as provided by Cal PERS Minimum Employer Contribution beginning July 1, 1992. A monthly contribution (currently at \$151) will be

paid towards retiree coverage, or what the adjusted amount is calculated by Cal PERS on an annual basis from the medical component of the CPI. The retiree agrees to be liable for the difference between total cost of the health plan chosen and the AUTHORITY'S contribution under the PERS Health Benefits Program. This benefit shall be part of the Section 125 Cafeteria Plan.

The Authority shall not automatically absorb any increased costs in providing retirement.

16. DEFERRED COMPENSATION

The Authority agrees to continue to provide an Internal Revenue Code Section 457 Deferred Compensation Plan as currently administered.

17. LONG TERM DISABILITY PLAN

The Director will be provided with a fully paid long-term disability plan.

18. CAR ALLOWANCE

Effective July 1, 2023 the Director shall receive a monthly payment of Six Hundred and 00/100 dollars (\$600.00) for use of their personal automobile for business of HCFA.

Effective July 1, 2024 the monthly payment will increase to Seven Hundred and 00/100 dollars (\$700.00) for use of their personal automobile for business of HCFA.

Effective July 1, 2025 the monthly payment will increase to Eight Hundred and 00/100 dollars (\$800.00) for use of their personal automobile for business of HCFA.

This amount will hold exact through the remainder of this contract.

19. SEVERANCE PACKAGE

If the Authority terminates employment, a severance package will be provided without benefits consisting of three (3) month's salary up to the 13th month of employment, or six (6) month's salary after the beginning of the 13th month of employment for the duration of the Director's employment.

20.1 In the event the Director is terminated for malfeasance, HCFA shall have no obligation to pay the severance sum specified.

20.2 In the event the Director is terminated because of his/her conviction of any illegal act involving personal gain to him/her, HCFA shall have no obligation to pay the specified severance sum to the Director.

20.3 Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Director to resign at any time from this position with HCFA; subject only to the provisions outlined in this section. In the event the Director voluntarily resigns his/her position with HCFA, then the Director shall provide Employer with a thirty-day (30 days) written notice in advance.

20. WORKDAY/WORKWEEK

The Director serves in a management position and is considered to be an exempt employee for purposes of Federal and California overtime compensation laws. The Director shall have an "indefinite" workweek and is not entitled to overtime compensation.

The indefinite workweek is meant to imply flexibility in the schedule so long as all responsibilities and obligations are covered. Generally, the Director will work 40+ hours weekly.

Director may be required to change or adjust work hours due to special assignments, meetings or other issues.

The Director will be subject to on-call duty assignments, which may include nights, weekends and holidays.

This Agreement is entered into this first day of July 1, 2023 between the AUTHORITY and DIRECTOR Jeffrey O. Logan.

Jeffrey O. Logan
DIRECTOR NAME (Please Print)

6/13/23
DATE



DIRECTOR SIGNATURE

Mike Sims
CHAIR, HCFA Board of Chiefs (Please Print)

6-13-23
DATE



CHAIR, HCFA Board of Chiefs SIGNATURE