

HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

COMPENSATION PLAN AND BENEFITS

Operations Manager

July 1, 2022 through June 30, 2025



1. SCOPE

The Compensation Plan and Benefits contained herein apply to the at-will salaried support staff position of Operations Manager for the Heartland Communications Facility Authority.

2. COMPENSATION

Salary Band \$94,597 - \$127,086

- Salary effective July 1, 2022 - \$107,674
 - Salary effective July 1, 2023 will increase by 2% and will be eligible for merit increase within the salary range.
 - Salary effective July 1, 2024 will increase by 2% and will be eligible for merit increase within the salary range.
- Merit increases will be assessed annually (years two and three) on the anniversary of the hire date of the Operations Manager.

3. COST OF LIVING ADJUSTMENTS

Cost of living adjustments, which are normally granted at the beginning of the fiscal year in July, may be applied to the salary band if approved by the Commission.

4. EARNED VACATION

The Operations Manager shall be credited with annual vacation with pay according to their number of months of continuous, uninterrupted, full-time service as follows:

- a. 6.15 hours of vacation accrued and credited bi-weekly following completion of the seventh and succeeding years of service.

5. MAXIMUM VACATION ACCUMULATION

400 HRS.

6. VACATION REQUESTS

Vacation requests for the Operations Manager must be approved by the Director. The Operations Manager 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 Operation Manager 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.

7. 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 Years 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.

8. PORTAL TO PORTAL PAY

Operations Manager shall be compensated Portal to Portal for the total time committed to an emergency incident as part of a State or Federal Mutual Aid request under the California Fire Assistance Agreement. Portal to Portal pay is contingent upon State or Federal reimbursement using the Standard Emergency Activity Record (Form F-42). Operations Manager may be assigned to mutual aid incidents at the discretion of the Authority.

9. UNIFORM ALLOWANCE

Operations Manager will receive \$320 for uniform allowance at the beginning of each new fiscal year (July 1) to cover the cost of uniform shirts and outer wear through the Authority. These funds are not provided through payroll, but through the HCFA accounts payable process.

10. COMMUNICAITONS DUTY OFFICE

The Operations Manager is not a part of the CDO rotation on the Dispatch Floor, however they can cover due to Supervisor time off, special assignment, training or conference per HFDA MOU Article 4 Section D and policy A-16.

11. ADMINISTRATIVE LEAVE

Salaried employees are granted an additional (40) hours administrative leave per year to be accrued as paid vacation.

12. SICK LEAVE

Sick leave shall be granted at a rate of 5.52 hours bi-weekly with unlimited accumulation. Sick leave is not a right, but a privilege. Abuse of sick leave is considered grounds for dismissal.

13. SICK LEAVE CONVERSION

If the Operations Manager takes less than 40 hours of sick leave during the fiscal year, she shall be entitled to convert up to 120 hours of unused sick leave to vacation or receive a cash payment for up to 120 hours, based on her compensation rate for that fiscal year. Choosing of either option may not reduce her sick leave balance below 192 hours. Notification of the choice of the employee must be made in writing.

14. REIMBURSEMENT OF SICK LEAVE UPON SEPARATION OR RETIREMENT

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), Operations Manager shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave. Such reimbursement is to be computed using the Operations Manager's final compensation rate. It has been approved by the Board of Chiefs and Commission the Operations Manager position does not include any converted sick hours during employment in the calculation.

15. BEREAVEMENT LEAVE

Up to three days leave with pay shall be granted to EMPLOYEES 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). Requests for such leave must be approved by Management.

16. CAFETERIA/INSURANCE

The AUTHORITY agrees to continue its cafeteria-style benefit plan for all full time EMPLOYEES. Only benefits which are EMPLOYEE paid shall be

available through this plan. The benefits include dental insurance, vision insurance and health insurance.

A total of \$1,250 per month (\$15,000 Annually) shall be allocated to the Operations Manager for this benefit effective on July 1, 2022. A total of \$1,275 per month (\$15,300 Annually) shall be allocated to the Operations Manager for this benefit effective on July 1, 2023. A total of \$1,300 per month (\$15,600 Annually) shall be allocated to the Operations Manager for this benefit effective July 1, 2024.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE'S salary as a payroll deduction. If the allowance exceeds the total cost of benefits selected, the remaining balance will be placed in the EMPLOYEE'S Flex account up to the allowable IRS limit. The EMPLOYEE will not be eligible to receive the remaining balance of the cafeteria benefit allowance in cash.

LIFE INSURANCE: The amount of life insurance shall be equal to one and one-half times the Operations Manager's annual income plus (\$50,000.00).

17. 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 Operations Manager 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. In addition, the Operations Manager 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 Operations Manager shall be entitled to a maximum of \$2,000.00 per fiscal year reimbursement. The course must be approved by Director as relevant to the job to receive reimbursement.

18. STATE DISABILITY INSURANCE

Salaried employees shall be eligible to receive benefits under the State Disability Insurance (SDI) program commencing June 1, 2009, at the expense of the Authority.

EMPLOYEE wages will be integrated with SDI benefit payments and eligible leave balances. The portion of the EMPLOYEE'S regular salary

that is not paid by SDI will be charged against eligible leave balances. The total amount of the benefits combined shall not exceed 100% of the EMPLOYEE'S regular salary

19. RETIREMENT

- a. The Authority contracts with the Public Employee's 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)
- d. Employees 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 health coverage for retirees as provided by PERS beginning July 1, 1992, with a monthly contribution currently at \$149 in 2022 towards retiree coverage, or what the adjusted amount is calculated by PERS on an annual basis from the medical component of the CPI. The employee agrees to be liable for the difference between total costs of the health plan chosen and the current year AUTHORITY contribution or PERS mandated amount 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.

20. DEFERRED COMPENSATION

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

21. LONG TERM DISABILITY PLAN

Salaried employees will be provided with a fully paid long-term disability plan.

22. TRAVEL

Mileage reimbursement at the standard federal rate per mile shall be paid for any "work-related" travel.

23. SEVERANCE PACKAGE

If the Authority terminates employment a severance package will be provided without benefits consisting of a minimum of 2 month's salary or 1-week salary for every year of employment up to a maximum of 3 months' salary.

21.0 In the event the Operations Manager is terminated for malfeasance or misfeasance, the HCFA shall have no obligation to pay the severance sum specified.

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

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

24. WORKDAY/WORKWEEK

The Operations Manager is considered to 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 employee will work 40 hours weekly.

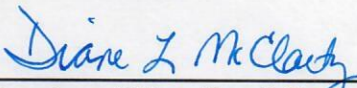
Employees may be required to change or adjust work hours due to special assignments, meetings or other issues.

This Agreement is entered into this 1st day of July 2022, between the AUTHORITY and EMPLOYEE named below:

Kristan Johnson
Employee Name (please print)

06/27/22
Date


Employee Signature


Director of Heartland Communications
Signature

06-27-2022
Date