



**AGREEMENT BETWEEN THE CITY OF BENICIA AND  
POLICE MANAGEMENT EMPLOYEES ESTABLISHING A  
BENEFIT AND COMPENSATION PROGRAM FOR PERIOD OF  
JULY 1, 2010 THROUGH JUNE 30, 2013**

(amendments via Reso 10-157, 11-27/Ordinance 11-05; Reso 11-91;  
Reso 11-119/Ordinance 11-12, Reso 11-132  
(extended to June 30, 2013 via Council Resolution 12-44)  
Amendments and extension incorporated into this MOU

**I. PREAMBLE**

In order to further the spirit of goodwill that exists between the City and its Police Management employees and to encourage and promote the development of a stronger and more effective police management team, this agreement is hereby adopted. The principal objectives of this agreement are as follows:

1. To provide a sense of employment security for both the employee and the City.
2. To clearly define the working conditions of the police management employees.
3. To provide incentives for police management employees to develop and further their skills in order to be able to provide a higher level of service to the City.
4. To provide a comfortable work environment and encourage employees to remain in the City's employ.
5. To provide a vehicle for the City to recruit and retain highly qualified Police Management employees.

Police Management employees covered by this agreement include the Deputy Police Chief and Police Lieutenant.

**II. COMPENSATION**

**A. Salaries**

A. Salaries

(note: see section II D – Deferred Comp for addition info)

There shall be no salary increases or salary surveys during the term of this MOU. Effective November 1, 2010 each step of the salary range for each classification in this unit shall be reduced by 3.16%. Additionally, all members will take a reduction from the city contribution towards deferred comp in order to cover the needed reduction for the months of July – October, 2010. For the period of November 2010 through June 2011, the city contribution will decrease from 4% to 1.294%. Effective July 2011, it will revert to the 4% amount. Individual amounts will vary based on salary and will be pro-rated over the remainder of the FY 10/11 to equal a group total of \$7,346.

**B. Contractual Overtime:** The hourly salary rate paid for hours worked for the purpose of contractual overtime shall include base salary and the 9% equivalent value of the employee's retirement contribution.

**C. Longevity Pay Program**

At completion of twenty (20) years of service - 5%  
At completion of twenty-five (25) years service - 6.25%

**D. Deferred Compensation**

Police Management employees may elect a monthly payroll deduction to be placed in the City administered deferred compensation program. Any monies so deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. Effective July 2011, city no longer contributes to deferred compensation program on behalf of employees.

Prior to July 2011, the city contribution was 4%, except for a period of time between 2010 and 2011 (see Section IIA) During the time the city contributed any amount, the employee was required to contribute at least 1%.

**III. LEAVE**

**A. Vacation**

Police Management employees shall accumulate vacation time in accordance with the following vacation entitlement schedule:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
0 through 6 years	3 weeks
7 through 14 years	4 weeks
15 through 20 years	5 weeks
21 years and over	6 weeks

An employee may take vacation at times approved by the Department Head and the City Manager. It is the policy of the City that employees take their normal vacation each year. However, an employee may take less than a normal vacation in one year and carry the balance over to the next year. Such carry-over accumulation shall not exceed 360 hours, and any accrual over 360 hours shall be used by December 31st of each year.

**B. Holidays**

Authorized Holidays

Employees shall be entitled to the following paid holidays:

Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, and one personal leave day. For the purpose of this section, the holiday shall be considered the day on which it is celebrated.

Work Performed on Holidays

The City and the Police Management employees agree that public safety employees are scheduled to work on the aforementioned holidays as a matter of health and safety of the community. In lieu of the aforementioned holidays, the City agrees to pay Police Management employees one and one-twelfth (1-1/12) days' straight-time pay per month.

**C. Overtime Compensation**

In recognition of the extended hours required of Police Management employees, including attendance at meetings outside of normal working hours, the following leave policy shall be implemented:

**Administrative Leave:**

Each Police Management employee may receive up to 9 days Administrative Leave upon approval of the Department Head and City Manager.

On January 1st of each year, employees may elect to convert unused Administrative Leave for cash for an amount up to 10.75 hours of his/her authorized Administrative Leave allowance. Payment for cash conversion shall be made by January 31st.

Remaining administrative leave must be used by July 20th of each year.

(note: previously the allowable cashout amount was a maximum of 36 hours and the payment was made in June. As part of re-opener concession negotiations in 2011, the reduced cashout amount was agreed to.)

**Personal Leave:**

Each employee shall be credited with two additional personal leave days representing a floating holiday and eight (8) leave hours granted following the elimination of the Management Bonus Plan. Personal Leave may be taken at any time during the fiscal year with the approval of the Department Head and the City Manager. Personal Leave may not be accumulated and carried forward to the next fiscal

year.

**D. Sick Leave**

1. Police Management employees shall be entitled to one day of sick leave with pay for each month worked or major fraction thereof. Sick leave with pay up to the total number of days accumulated shall be granted by the Department Head and City Manager in the case of a bonafide illness or injury.
2. Absence due to pregnancy shall be charged to sick leave up to the total of the employee's accumulated sick leave. Additional time away from work due to pregnancy, up to a total of four (4) months, will be treated as leave of absence without pay in accordance with Section III F.
3. Sick leave with pay shall not be granted for any injury attributable to an outside occupation for which worker's compensation benefits are available and engagement therein has not been authorized by the City Manager.
4. Police Management employees may participate in the City's Sick Leave Bank that has been established in accordance with City Policy & Procedure #5 - Sick Leave Bank Policy.

**Sick Leave Conversion:** The City agrees to convert 25% of accrued sick leave upon retirement (service or disability) to cash, payable to the retiring employee, provided he/she has at least twelve (12) years service. In no case shall such payment exceed one months' salary for the incumbent position in effect at the time of retirement.

**E. Paid Accident Leave:**

Safety employees shall be governed by Section 4850 of the Workers' Compensation Act.

**F. Leave of Absence**

1. Police Management employees shall be granted a leave of absence with full pay for jury service, an appearance required of the employee as a witness, or attendance in court proceedings resulting from the employee's official duties. Any compensation received by the employee for such service shall be remitted to the City.
2. Upon written request by the employee, the City Manager may approve in writing a

leave of absence without pay for a period up to but not exceeding four (4) months. The City Council may approve such a leave of absence without pay for a period not exceeding one (1) year.

**G. Bereavement Leave**

Any employee shall obtain the approval of the employee's Department Head in advance of an absence due to a death in the employee's family. Failure to obtain the Department Head's approval shall result in ineligibility for benefits under this section.

In the event of a death in the immediate family of an employee, he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. However, up to an additional two (2) days may be granted for out-of-state funerals. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

For the purposes of this section immediate family shall be defined as follows: Spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and members of the employee's household.

Additional Bereavement Leave may be granted to an employee to attend the funeral of a person other than a member of the employee's immediate family, chargeable to sick leave, compensatory time, or vacation leave.

**IV. EDUCATIONAL BENEFITS**

1. In order to promote continued development of professional skills, knowledge, and abilities among the Police Management team of the City, the City Manager may grant time for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, conferences, conventions, seminars, or related activities.

All such requests for educational leave shall be submitted in writing to the Department Head with adequate justification. The amount of leave granted shall be at the discretion of the Department Head, subject to City Manager approval. Educational leave will not be charged to any other leave account.

The costs for attendance at these activities, including travel, per diem, registration, tuition, books and course materials, or other reasonable costs, are considered legitimate City expenditures when provided for in the annual City budget and

approved by the City Manager.

2. An Educational Reimbursement Program is hereby established to encourage employees to continue their professional and career development by enrolling in job related university/college level courses during off duty time. The City agrees to pay up to \$620 in any one twelve (12) month period toward the cost of books and tuition for courses of study undertaken by employees pursuant to this Program, provided such courses and institutions have been approved by the employee's Department Head and City Manager. Requests for participation in the Educational Reimbursement Program shall be submitted in writing to the Department Head with adequate justification, prior to April 1 of each fiscal year.

## **V. PROFESSIONAL ORGANIZATIONS**

Police Management employees are encouraged to maintain membership in a minimum of one (1) appropriate professional organization in order to keep informed of current state-of-the-art information in their respective professional field. The City will include the cost of these professional membership fees in the respective departmental budgets.

## **VI. INSURANCE AND OCCUPATIONAL HEALTH**

- A. The City shall maintain current health insurance benefits to include a physical exam every two years. Any costs beyond those not covered by the employee's health insurance for the biennial medical examination shall be paid by the City upon prior written approval. The costs for treatment or correction of deficiencies shall be paid by the employee.

The City shall continue to offer hospital-medical-dental and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits.

Effective the first full pay period after the ratification by the Union and approval by the City Council on its agenda the City's contribution towards medical premiums for the term of the contract shall be a maximum up to the following contributions for any plan:

Employee:	\$592.37
Employee plus One:	\$1,184.75
Employee plus Family:	\$1,575.71

During the term of the MOU, the parties agree to participate with the other bargaining units to determine whether or not any medical plan design changes would assist in reduction of costs to the city and/or reduction of premiums for employees. The parties

recognize that any such changes in plan design require agreement by all city bargaining units. In order to allow employees in Health Net time to transition to the City's new capped contribution to any plan, the City will continue the existing City dollar contributions for Health Net participants in effect on September 30, 2010 until June 30, 2011. At that time this extra contribution shall expire and the City's contribution for all participants shall be as described below for fiscal year 2011 - 2012.

For fiscal year 2011-2012 the parties agree to the following cost sharing approach to premium increases in 2011 and 2012 only. Specifically, the City will share evenly any amount that exceeds the current FY 2010-2011 Kaiser contribution levels, up to a capped maximum City contribution amount of \$29.63/month for single, \$59.25/month for employee plus one, and \$79.49/month for employee plus family.

For fiscal year 2012-13, the parties agree that the City will continue to contribute the following amounts toward medical premiums:

Employee:	\$622/month
Employee plus One:	\$1,244/month
Employee plus Family:	\$1,655.20/month

Additional Medical Contribution and Plan Design Changes: Effective July, 2011, a pre-tax deduction equivalent to the anticipated reduction of costs for this unit to move from a zero co pay plan to a \$ 15.00 co-pay plan for the 2011-12 plan year. That deduction is:

In lieu or Employee:	\$19.54/month
Employee + 1:	\$39.07/month
Employee plus Family:	\$52.64/month

Given that health care plan design change did not occur in 2011-12 to achieve the savings of the \$15 co-pay plan, employees continue to make this pre-tax deduction toward health in order to achieve the equivalent amount of savings.

- B. The City shall allow employees who have dual coverage on their health plan to receive the amount the city contributes towards the single rate listed above; this amount is to be added to the employee's paycheck.
- C. The City shall pay the entire cost of providing each insurable regular, full-time employee with \$30,000 group term life insurance with said policy to include accidental death and dismemberment coverage.
- D. Retiree Health Savings Plan Medical: Police Management employees agree that all unit members shall participate in the ICMA VantageCare Retiree Health Savings Plan effective December 2010 (prior to December 2010, participation was optional). Police Management employees agree to the elimination of the Sick Leave Incentive provision of their current agreement in order to participate in the program. The City shall contribute to

the individual employee's savings account an amount equivalent to:

5-10 Years	-	25% of Annual Unused Sick Leave Accrual
11-15 Years	-	40% of Annual Unused Sick Leave Accrual
16-19 Years	-	60% of Annual Unused Sick Leave Accrual
20-24 Years	-	80% of Annual Unused Sick Leave Accrual
25 Years or more	-	100% of Annual Unused Sick Leave Accrual

These hours will be subtracted from the employee sick leave balance at the time of contribution

## VII. RETIREMENT

- A. The City agreed to amend its contract with the Public Employees' Retirement System [PERS] to include the retirement benefit option of 3% @ 50 in accordance with Government Code § 21362.3. This benefit shall become effective on November 18, 2000 following the final amendment process and approval by PERS. The City and Police Management employees understand that this contract amendment would be prospective only from the effective date of the PERS contract amendment.

Based upon actuarial information provided by PERS, in their valuation report dated January 21, 2000, the cost associated with providing the 3% @ 50 retirement benefit for Police Management employees has been calculated at 4.774% of salary. The City has current excess plan assets to cover the cost of this contract amendment. However, Police Management employees agree that the 3% @ 50 retirement benefit option is to be provided with the understanding that, should the City's cost of providing this benefit increase during the term of this agreement, the City has the right to reopen negotiations on payment of this 4.774% cost.

- B. The City's contract with the Public Employees' Retirement System (PERS) has been amended and shall provide the following additional benefits:
1. One year highest compensation benefit as outlined in Government Code.
  2. The City implemented the Fourth Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
  3. Credit for unused Sick Leave as provided for in Government Code.

The City is paying the employee's 9% portion of the PERS Retirement contribution and reporting

the value of the 9% Employer Paid Member Contribution (EPMC) as special compensation.

- C. Retirement Reform: The Safety employees in this unit agree to the implementation of a new, less costly, CalPERS 2<sup>nd</sup> tier pension formula for new hires contingent upon agreement with all other Safety employees to the same and effective thereafter as soon as administratively possible consistent with CalPERS contract amendment requirements.
- D. Pursuant to above paragraph B, the City's contract with Public Employees Retirement System (PERS) implemented a second tier retirement benefit option of 3% @ 55 and average three year compensation formula in accordance with Government Code § 21362.3 for new hires hired on or after June 1, 2011.
- E. Employee Pick-up of Employer's Share of Retirement

Effective November 1, 2011, bargaining unit employees began contributing an additional 5.336% of pensionable compensation towards the employer's share of retirement via a pre-tax payroll contribution.

#### **VIII. UNIFORM ALLOWANCE**

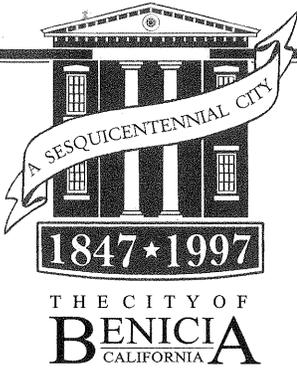
The City agrees to provide a monthly uniform allowance to Police Management employees to cover the cost of purchasing, maintaining and cleaning their uniforms. Effective July 1, 2003, the allowance was increased to \$75.00 per month.

#### **IX. TERMINATION**

Employees shall give fourteen (14) days notice prior to voluntary termination. The employee shall be paid any accrued vacation and administrative leave at the time of termination.

#### **X. CLOSING CLAUSE**

The terms of this agreement shall remain in effect through June 30, 2013. All other provisions of the MOU expiring June 30, 2010, including side letters established during that MOU period, remain the same unless otherwise modified by the provisions in this agreement.



July 14, 2009

Andrew Bidou  
Benicia Police Management Employees

**RE: SIDE LETTER #1 TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BENICIA AND THE BENICIA POLICE MANAGEMENT  
EMPLOYEES FOR THE PERIOD 7/1/06 – 6/30/10**

Dear Andrew:

Consistent with our discussions, this letter is to confirm and memorialize the agreement between the City and the Benicia Police Management Employees regarding implementation of July 1, 2009 Market Adjustment.

Section II, COMPENSATION, Subsection (A) Salaries of the current Memorandum of Understanding between the City and the Benicia Police Management Employees will amended to add the following clarifying language:

Implementation of the July 1, 2009 Market Adjustment

- 1) Effective July 1, 2009, the salary for Police Lieutenant will be set to market, utilizing the same comparator agencies as are in place for the Benicia Police Officers' Association (BPOA). The salary for Deputy Police Chief will be set approximately 20% above Police Lieutenant. In no event, however, will there be less than a 7% differential between the Deputy Police Chief and Police Chief. Such differential will be calculated based on the total comp salary for both the Deputy Police Chief and Police Chief, inclusive of agreed-to modified total compensation components.

- 2) It is agreed that, for the remainder of this Agreement, salary adjustments will be based on the modified total compensation elements that are in place for the BPOA (Top-step base salary, Uniform Allowance, POST/Ed Incentive pay, PERS Pick up, Insurance (health, dental, vision, life) The benefit amounts within these total compensation elements will reflect what is paid to Police Lieutenants in the market.
  
- 3) In recognition of the current financial climate; and, consistent with the Police Management Employees' desire to balance their own interests with the needs and interest of the organization, it is agreed that members of the Police Management Employees' unit will receive one-half of the market adjustment due on July 1, 2009 on July 1, 2009; and defer the remaining one-half of these adjustment until January 1, 2010. While one-half of this adjustment will be deferred for a six-month period, it is not intended that the increase will be compounded.
  
- 4) Salary adjustments resulting from the July 1, 2009 Market survey for Police Lieutenant and Deputy Police Chief, as set forth herein, will be implemented as outlined in Attachment A.

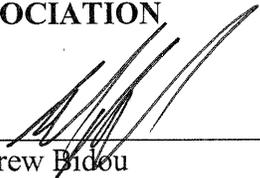
All other terms and conditions set forth in the MOU remain unchanged.

By signature below, the parties confirm agreement on the preceding provisions.

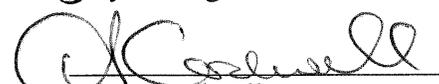
Dated: 7-14-09

**BENICIA POLICE MANAGEMENT EMPLOYEES' ASSOCIATION**

**CITY OF BENICIA**

  
 \_\_\_\_\_  
 Andrew Bidou

  
 \_\_\_\_\_  
 Jim Erickson  
 City Manager

  
 \_\_\_\_\_  
 Anne Cardwell

Approved as to form:

  
 \_\_\_\_\_  
 CITY ATTORNEY

## ATTACHMENT A

Salary adjustments resulting from the July 1, 2009 Market survey for Police Lieutenant and Deputy Police Chief will be implemented as follows:

July 1, 2009	Police Lieutenant	\$10,298/mo
	Deputy Police Chief	\$12,358/mo
Jan 1, 2010	Police Lieutenant	\$10,816/mo
	Deputy Police Chief	\$12,963/mo**

*\*\* May be reduced to maintain the minimum 7% differential between Deputy Chief and Police Chief, as set forth in Section 1 of the July 14, 2009 side letter.*