



AGREEMENT BETWEEN THE CITY OF BENICIA AND MIDDLE  
MANAGEMENT EMPLOYEES ESTABLISHING A BENEFIT AND  
COMPENSATION PROGRAM FOR PERIOD OF OCTOBER 1, 2019  
– JUNE 30, 2021

(approved by City Council on 10-15-19 via Reso 19-103)

## I. PREAMBLE

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

- A. To provide a sense of employment security for both the employee and the City.
- B. To clearly define the working conditions of the Middle Management employees.
- C. To provide incentives for Middle Management employees to develop and further their skills in order to be able to provide a higher level of service to the City.
- D. To provide a comfortable work environment and encourage employees to remain in the City's employ.
- E. To provide a vehicle for the City to recruit and retain highly qualified Middle Management employees.

Middle Management employees covered by this agreement include the following positions:

- Assistant Finance Director
- Building Official
- Division Chief/Fire
- Deputy Director of PW – Engineering
- Deputy Director of PW - Operations
- Fire Marshal
- Library Manager
- Economic Development Manager I/II
- Parks & Community Services
- Superintendent
- Principal Planner
- Principal Civil Engineer
- Project Manager
- Public Services Librarian I/II
- Public Works Maintenance Superintendent
- Senior Librarian
- Superintendent Wastewater Treatment Plant
- Superintendent Water Treatment Plant
- Information Technology Manager

## II. COMPENSATION

- A. Salaries

1. Salary Increases

Effective the pay period in effect upon adoption of this successor MOU by the City Council on its regular agenda, each step of the salary range for each classification in this unit shall be increased by three and one-half percent (3.5%.)

Effective July 1, 2020, each step of the salary range for each classification in this unit shall be increased by three and one-half percent (3.5%.)

2. Total Compensation Survey: The following agencies have been used for the purposes of salary surveys for benchmarked positions in the recent past:

City of Brentwood	City of Napa	Contra Costa County
City of Davis	City of Pinole	Contra Costa Fire District
City of Fairfield	City of Richmond	Contra Costa Water District
City of Folsom	City of Vacaville	East Bay Municipal Utility District
Central Contra Costa Sanitary District		City of El Cerrito
City of Vallejo	City of San Pablo	City of Pleasant Hill

During the term of the Agreement, the City shall complete a compaction study between the Division Fire Chief and Captain position. Should the study conclude that there is/are internal compaction (s), the parties agree to meet and confer over the results. No action as a result of the study shall be taken unless the parties are in mutual agreement. The intent is to begin this project within 180 days of the adoption of the MOU.

B. Deferred Compensation

Middle 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 City will contribute 2% of the employee's base salary to the deferred compensation program for non-safety employees provided the employee contributes a 1.0% matching base salary share for non-safety employee. The City contributes 2.5% for safety employees, provided the safety employee contributes a 1.0% matching share.

Deferred Comp 457. For the months of November, December 2019 and January 2020 only, the city will contribute 2% of base salary for each employee into a 457 deferred compensation program. This provision sunsets after January 31, 2020.

C. Longevity Pay

At the completion of ten (10) years service	-	2.5%
At fifteen (15) years service this increases to	-	3.75%
At twenty (20) years service this increases to	-	4.25%

At twenty-five (25) years services this increases to - 6.25%

D. Uniform Allowance

Uniform Allowance for Public Safety Members shall be \$75.00 per month.

E. Acting Pay

Employees, at the sole discretion of the City Manager, or designee, may receive Acting Pay of 5% of base salary when the employee is asked, and accepts, working in the capacity of a higher job class that is equal to or greater than 30 consecutive calendar days duration.

III. **LEAVES**

A. Vacation

Middle 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

For non-safety employee a 'week' is defined as 40 hours (irrespective of the schedule they are actually working, such as a 9/80). For safety employees assigned to a 56 hour work week, a 'week' is defined as 56 hours.

An employee may take vacation at times approved by the Department Head. It is the policy of the City that employees take their normal vacation each year. Although vacation time may be taken in increments of four hours, at least one week of annual vacation must be taken as five consecutive days. 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 320 hours, and any accrual over 320 hours shall be used by December 31st of each year. Beginning December 2000, and in December of each calendar year, the City will allow employees who have in excess of 320 hours of accrued vacation leave to convert up to forty (40) hours of vacation leave to sick leave.

All unit members are required to participate in the VantageCare program. On December 31st of each year earned vacation time in excess of 200 hours in each employee's vacation balance shall be invested in the ICMA VantageCare Retiree

Health Savings Program.

B. Holidays

The City agrees to provide employees covered by this agreement twelve paid holidays each year, to wit:

1. New Year's Day (January 1st)
  2. Martin Luther King Jr.'s Birthday
  3. Presidents' Day (3rd Monday in February)
  5. Memorial Day (last Monday in May)
  6. Independence Day (July 4th)
  7. Labor Day (first Monday in September)
  8. New Year's Eve
  9. Veterans' Day
  10. Thanksgiving Day
  11. Friday after Thanksgiving
  13. Christmas Eve
  13. Christmas Day (December 25)
  14. New Year's Eve
15. 2 Personal Leave Days
16. Non-safety Employees: Two December closure floating holidays to be used only during the period of December 26 – December 30 each year if required by the City to participate in a December closure. Employees normally schedule to work and actually work during the December closure will receive up to two (2) floating holidays to use by the end of the fiscal year.

Personal Leave may be taken at any time during the fiscal year with the approval of the Department Head. Personal Leave may not be accumulated and carried forward to the next fiscal year.

It is the intent of this agreement that employees covered shall receive twelve paid holidays regardless of their assigned work week. When a holiday falls on a Saturday the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday the following Monday shall be deemed a holiday. When an employee is required to work on a holiday another day may be selected in lieu of the holiday with the consent of the Department Head.

C. Administrative Leave

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

Each Middle Management employee shall receive ten (10) days Administrative Leave. For non-safety employees a day will be 8 hours; for safety employees assigned to a 56 hour work week, a day will be 11.2 hours.

On June 1st of each year, employees may elect to convert unused Administrative Leave for cash for an amount up to one half his/her authorized Administrative Leave allowance. Payment for cash conversion shall be made by June 30th. Administrative Leave must be converted to cash payment or used by June 30th of each year.

Upon termination of employment an employee will be entitled to a prorated payout of the current fiscal year's earned Administrative Leave.

D. Performance Leave

Employees are eligible to receive a maximum of 24 hours of paid leave per fiscal year in recognition of exemplary performance.

Leave may be granted in any increment between 1 hour and 24 hours to individuals or to work teams for such reasons as a single outstanding achievement, consistently above standard job performance, or other extraordinary efforts on behalf of the City, as recommended by the Department Head and approved by the City Manager.

This leave must be taken as paid time off in the fiscal year in which it was granted. This leave has no cash value and is not compensable upon termination of employment with the City.

E. Sick Leave

1. Middle 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. For this section, non-safety employees accrue at 8 hours per month. Safety employees assigned to a 56-hour work week will accrue 12 hours per month.
2. 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.

3. Middle 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.

F. Paid Industrial Accident Leave

The City agrees that each full-time non-safety employee shall be granted paid industrial accident leave (PIA) if the claim is approved by the State Workers' Compensation Board, with the City paying full base salary during such leave. PIA shall begin on the first day of said industrial accident and shall extend for a maximum of one year. During such leave the City shall receive all State Workers' Compensation benefits. When an employee is on PIA neither vacation or sick leave is charged, nor is vacation or sick leave accrued.

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

G. Leave of Absence

1. Middle 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.

H. 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 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.

I. MOU LEAVE FY 2019/2020 and 2020/2021

Accrual of MOU Leave for FY 2019-20 and FY 2020-21

Effective the pay period upon Council approval of this agreement, employees who are in full time status at the time of contract ratification will accrue the value of:

Non-safety: 3.33 hours of "MOU leave" per month for fiscal year 2019-20 (represents 40 hours) and 20 hours of "MOU leave" for fiscal year 2020-21. Safety: 4.66 hours of "MOU leave" per month for fiscal year 2019-20 (represents 56 hours) and 28 hours of "MOU leave" for fiscal year 2020-21.

Fiscal year 19/20 accrual will be credited upon approval of the agreement. Fiscal year 20/21 accrual will be credited on July 1, 2020.

This accrual shall cease effective June 30, 2021. The MOU leave will be credited to an employee leave bank in a lump sum each fiscal year. Employees hired during the fiscal year will receive a prorated allotment. Employees promoted to this unit during the FY year will only receive an amount if they had not previously received an amount in another bargaining unit.

Payout of MOU Leave

Employees can elect to cash out their full allotment of MOU leave in the November paycheck. Employees electing this option will need to notify the city no later than the 10<sup>th</sup> of November. Employees who do not elect to cash out their MOU leave will have until June 30 to use the leave. MOU leave has no cash value after the November paycheck. MOU leave is not carried forward into the next fiscal year.

Use of MOU Leave

Use of MOU Leave will be subject to the same restrictions as vacation leave (e.g., pre-approval by supervisor).

Sunset

MOU leave sunsets on June 30, 2021.

#### **IV. EDUCATIONAL BENEFITS**

- A. In order to promote continued development of professional skills, knowledge, and abilities among the Middle 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, 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.

- B. 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 \$ \$1,500 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**

Middle 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. HEALTH AND MEDICAL INSURANCE**

- 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 upon ratification and approval by the City Council of the successor agreement on its regular agenda, the City’s monthly contribution towards medical premiums shall be a maximum up to the following contributions for any plan:

Employee	\$ 742.00
Employee plus One	\$ 1,544.00
Employee plus Family	\$ 2,105.00

Effective July 1, 2020, the City’s monthly contribution towards medical premiums shall be a maximum up to the following contributions for any plan:

Employee	\$ 762.00
Employee plus One	\$ 1,594.00
Employee plus Family	\$ 2,180.00

- B. City Medical Plan Opt Out Stipend: Upon written documentation from the employee of proof of alternative group medical coverage, the City shall allow employees who have dual coverage on their health plan to receive a City medical plan out stipend equivalent to the amount the City contributes towards the single rate listed above.

**VII. RETIREE HEALTH SAVINGS PLAN**

Middle Management employees agree to the elimination of the Sick Leave Incentive provision of their 2000-2005 agreement in order to participate in the ICMA VantageCare retiree health savings program. Middle Management employees agree that every unit member shall participate in this program effective December 2010. Under this plan, the City shall contribute to the individual employee’s retiree health savings account an amount equivalent to:

1-10 Years	-	25% of Annual Unused Sick Leave Accrual
11-15 Years	-	40% of Annual Sick Leave Accrual
16-19 Years	-	60% of Annual Sick Leave Accrual
20-24 Years	-	80% of Annual Sick Leave Accrual
25 Years or more	-	100% of Annual Sick Leave Accrual

These hours will be subtracted from the employee's sick leave balance at that time.

In order for an employee to receive the 40% or greater amounts they must maintain 500 hours of sick leave accrued in their city sick leave account. If they fall below the 500 hours the City will revert to the contribution amount equivalent to 25% of the employee's annual unused sick leave accrual until such time as the employee has again accrued 500 hours. The 500 hours must be in the employee's individual account by December 20<sup>th</sup> of each year in order to receive these greater amounts.

For safety employees the hourly rate for sick leave cash out will be based on a 56 hour work week.

## **VIII. LIFE INSURANCE**

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.

## **IX. MILEAGE REIMBURSEMENT AND VEHICLE ALLOWANCE**

In July 1, 2000, the City rolled in to salary an amount equal to \$100 for those employees who were currently receiving an auto allowance.

All Middle Management employees shall be reimbursed for the use of their private vehicles to conduct City Business during normal working hours pursuant to Policy & Procedure #23.

## **X. ON CALL ASSIGNMENTS**

The City shall provide marked emergency vehicles for those sworn public safety officers who are required to participate in on call assignments. The sworn public safety officers participating in the on call assignments shall receive an additional 5% of their base salary.

## **XI. RETIREMENT**

### **1. MISCELLANEOUS EMPLOYEES**

#### **A. Miscellaneous Employees in this unit hired on or before September 30, 2012: 2.7% at 55 CalPERS Pension Formula.**

1. For employees hired on or before September 30, 2012, the City shall provide the 2.7% at 55 Local Miscellaneous Members Retirement Program. The City's contract with the Public Employees' Retirement System (PERS) for the 2.7% @

55 formula also provides the following additional benefits:

- One year highest compensation benefit as outlined in Government Code.
- The City implemented the third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
- Credit for unused Sick Leave as provided for in Government Code.

2. Contributions:

- a. Employees shall pay 5.0% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
- b. Employer contribution towards EPMC: The City is paying the 3.0% portion of the PERS member Retirement contribution and reporting the value of the 3.0% Employer Paid Member Contribution (EPMC) as special compensation.

B. Miscellaneous Employees in this unit hired on or after October 1, 2012 and considered a classic member as defined by PERS: 2% at 60 CalPERS Pension Formula.

1. For employees hired on or after October 1, 2012 and are considered a classic member as defined by CalPERS, the City shall provide the 2.0% at 60 Local Miscellaneous Members Retirement Program. The City's contract with the Public Employees' Retirement System (PERS) for the 2.0% @ 55 formula also provides the following additional benefits:

- One year highest compensation benefit as outlined in Government Code.
- The City implemented the third Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
- Credit for unused Sick Leave as provided for in Gov. Code.

2. Contributions:

- a. Employees shall pay 4.0% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
- b. Employer contribution towards EPMC: The City is paying the 3.0% portion of the PERS member Retirement contribution and reporting the value of the 3.0% Employer Paid Member Contribution (EPMC) as special compensation.

C. Miscellaneous Employees in this unit hired on or after January 1, 2013/ PEPRA Reform.

1. 2.0% at 62 CalPERS Pension Formula/ PEPRA: Pursuant to changes mandated by PEPRA, all employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.0% @ 62 pension formula. The City shall comply with all PEPRA laws for new hires after January 1, 2013 or non-classic members as defined by CalPERS.
2. Contributions: Employee Contribution:-Employees are required by CalPERS per PEPRA regulations to contribute 50% of the normal cost rate as determined annually by CalPERS via pay roll deduction.

2. SWORN SAFETY EMPLOYEES

A. Employees in this unit hired on or before May 31, 2011.

1. 3% at 50 CalPERS Pension Formula. 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 became 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.
2. The City's contract with the Public Employees' Retirement System (PERS) has been amended and shall provide the following additional benefits:
  - o One year highest compensation benefit as outlined in Government Code.
  - o The City implemented the Fourth Tier of the 59 Survivor Benefit with CalPERS upon amendment of the PERS contract.
  - o Credit for unused Sick Leave as provided for in Government Code.
3. Contributions:
  - a. Employees shall pay 4.5% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
  - b. Employer contribution towards EPMC: The City is paying 4.5% portion of the PERS member Retirement contribution and reporting the value of the 4.5% Employer Paid Member Contribution (EPMC) as special compensation.

B. Employees in this unit hired on or after June 1, 2011 and considered Classic Members

1. 3% at 55 CalPERS Pension Formula Retirement Reform: The Safety employees in this unit agreed 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.

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.

2. Contributions:
  - a. Employees shall pay 4.5% of pensionable compensation towards the member rate of PERS via a pre-tax payroll contribution. Such contributions shall be treated as pre-tax as long as allowable by the IRS.
  - b. Employer contribution towards EPMC: The City is paying 4.5% portion of the PERS member Retirement contribution and reporting the value of the 4.5% Employer Paid Member Contribution (EPMC) as special compensation.

C. Employees in this unit hired on or after January 1, 2013/PEPRA Reform

1. 2.7% at 57 CalPERS Pension Formula PEPRA: Pursuant to changes mandated by PEPRA, all safety employees who are not considered classic members as defined by CalPERS are under the CalPERS 2.7% @ 57 pension formula. The City will comply with all PEPRA laws for new hires after January 1, 2013 or non-classic members as defined by CalPERS.
2. Contributions: Employees are required by CalPERS per PEPRA regulations to contribute 50% of the normal cost rate as determined annually by CalPERS via pay roll deduction.

## **XII. SEVERANCE FOR NON CIVIL SERVICE POSITIONS**

In order to foster a sense of job security within a professional climate, Middle Management employees who receive no protection from the City's Civil Service System shall be entitled to severance pay when they are discharged from City Service after the successful completion of a one-year probation. Severance pay shall be calculated at the rate of two

week's pay for each year of service, or major fraction thereof, up to a maximum of fourteen (14) weeks. This severance pay is in addition to any accrued vacation and administrative leave, at the time of termination. These provisions do not apply to any employee discharged for reasons listed in Government Code Section 19572 or to any employee who voluntarily resigns from City service. Employees shall give fourteen (14) days' notice prior to voluntary termination.

**XIII. DURATION OF AGREEMENT**

The terms of this agreement shall remain in effect through June 30, 2021.

**XIV. SEPARABILITY OF PROVISIONS**

In the event that any provisions of this MOU are declared by a court of competent jurisdiction to be unenforceable or illegal, that provision shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

**Signatures (on file in Human Resources Department)**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Knight

\_\_\_\_\_  
Alan Shear, Assistant City Manager

\_\_\_\_\_  
Jared Matchan

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APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin Stock, City Attorney