



**BETWEEN THE CITY OF BENICIA AND POLICE
MANAGEMENT EMPLOYEES ESTABLISHING A BENEFIT
AND COMPENSATION PROGRAM FOR PERIOD OF AUGUST
1, 2019 – JUNE 30, 2021 (approved via Council Resolution 19-80)**

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 employment.
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 (currently vacant and unfunded), Police Captain, and Police Lieutenant.

II. COMPENSATION

A. Salaries

Effective August 1, 2019, and after ratification and Council approval 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%.)

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 fifteen (15) years of service - 5.0%

At completion of twenty (20) years of 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 Any monies so deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City does not provide an employer contribution towards deferred compensation.

III. LEAVES

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 receives up to 9 days Administrative Leave each fiscal year upon approval of the Department Head and City Manager.

On September 1st of each year, employees may elect to convert unused Administrative Leave for cash for an amount up to 36 hours of his/her authorized Administrative Leave allowance. Payment for cash conversion shall be made by September 30st. Remaining administrative leave must be used by July 20th of each year.

Personal Leave:

Each employee shall be credited with two (2) personal leave days on July 1st of each year. The two days represents sixteen (16) hours. 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.

MOU LEAVE FY 2019/2020

Accrual of MOU Leave for FY 2019-20

Effective the first pay period following Council approval of this agreement, employees accrue the value of 5 hours of "MOU leave" per month for fiscal year 2019-20 (represents 60 hours. 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.

Use of MOU Leave

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

Payout of MOU Leave

If any employee has not used his or her MOU leave by September 20, 2019 any remaining balance will be paid out at the employee's regular rate of pay in the September

paycheck.

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. 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. 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.
4. Sick Leave Conversion: The City agrees to convert 25% of accrued balance of 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 (i.e. Step E of range of pay).

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. HEALTH AND MEDICAL INSURANCE

- A. 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 August 1, 2019 the City's monthly contribution towards medical shall be 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 shall be 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 opt out stipend equivalent to the amount the city contributes towards the single rate listed above.
- 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. 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.

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 was calculated at 4.774% of salary. At the time of this calculation the City had 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.

2. The City's contract with the Public Employees' Retirement System (PERS) has been amended and shall provide the following additional benefits:
 - One year highest compensation benefit as outlined in Government Code.
 - The City implemented the Fourth 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.

3. Contributions:

- a. Employee Contribution: Effective November 1, 2011, bargaining unit employees began contributing 5.336% of pensionable compensation towards the employer's share of retirement via a pre-tax payroll contribution.
- b. Employer Contribution towards EPMC: 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. If during the term of this contract the State, CalPERS or a court of competent jurisdiction requires that employees pay towards the employee share, notwithstanding employee's current contribution of 5.336% towards the employers share, the parties agree to meet and confer to negotiate the process of transitioning the employee's current contribution to the employer's share toward the share of the required employee's contribution.

B. Employees in this unit hired on or after June 1, 2011 and on or before December 31, 2012.

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 2nd 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.

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.

2. Contributions:

- a. Employee Contribution: Effective November 1, 2011, bargaining unit employees began contributing 5.336% of pensionable compensation towards the employer's share of retirement via a pre-tax payroll contribution.
- b. Employer Contribution towards EPMC: 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. If during the term of this contract the State, CalPERS or a court of competent jurisdiction requires that employees pay towards the employee share,

notwithstanding employee's current contribution of 5.336% towards the employers share, the parties agree to meet and confer to negotiate the process of transitioning the employee's current contribution to the employer's share toward the share of the required employee's contribution.

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:
 - a. 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.
 - b. Additional Employee contribution in addition to C.2.a above.

Effective November 1, 2011, bargaining unit employees began contributing 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 of \$75.00 per month to Police Management employees to cover the cost of purchasing, maintaining and cleaning their uniforms.

IX. VOLUNTARY SEPARATION NOTICE

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. SEPARABILITY OF PROVISIONS

In the event that any provision 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.

XI DURATION OF TERM

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

Signatures

Date: _____

Date: _____

Mike Greene, for PD Managers

Alan Shear, Assistant City Manager

James Laughter, for PD Managers

Kim Imboden, HR Manager

Edward Criado for PD Managers

APPROVED AS TO FORM:

City Attorney _____
Ben Stock, Burke William Sorensen