

Police Lieutenants

April 17, 2012

This document represents a summary of major items on which the Police Lieutenants Group and the City's Negotiating Team have met and conferred in good faith and have reached tentative agreement.

1. **Term.** A 5-year contract commencing July 1, 2012 and ending June 30, 2017
2. **Salary.** Annual salary adjustments will be applied to the Police Lieutenants pay range equivalent to the adjustments received by the members of the Brentwood Police Officers' Association (BPOA). These adjustment shall equate to the following (see Attachment A):
 - a. Effective July 1, 2012 a 1% increase
 - b. Effective July 1, 2013 a 2% increase
 - c. Effective July 1, 2014 a 3% increase
 - d. Effective July 1, 2015 a 2% increase
 - e. Effective July 1, 2016 a 1% increase
3. **Re-openers.** The Brentwood Police Lieutenants employee group and the City agree to re-open negotiations if any of the following conditions are met:
 - a. If as of July 1, 2015, the salaries of the Police Officer classification are 7% above or below the 85th percentile of the survey agencies, or
 - b. If as of July 1, 2015 the City's Employer rate for CalPERS (for those employees hired prior to July 1, 2012) exceeds a 6% increase above the July 1, 2013 rate, or
 - c. If the City's assessed valuation falls below or exceeds the ranges below for any given year of the contract:

Year	Measurement Date	Fiscal Model Projections	Lower end of range	Upper end of range
13/14	July 1, 2013	5,486,000,000	5,267,000,000	5,870,000,000
14/15	July 1, 2014	5,541,000,000	5,264,000,000	5,984,000,000
15/16	July 1, 2015	5,694,000,000	5,352,000,000	6,206,000,000
16/17	July 1, 2016	5,880,000,000	5,468,000,000	6,468,000,000

4. **Health Insurance.** The City shall provide medical coverage for all employees. The City shall pay medical premiums up to the following amounts for all employees:
 - a. **For employees hired prior to July 1, 2012,** the maximum medical premium amount paid by the City shall be \$1,250.66. All increases in the full family Kaiser rate shall be split 70% (City) – 30% (Employee) until such time that the City's contribution amount is \$1,500 at which time the cap will remain in place at that amount until the Kaiser employee only rate exceeds this amount. From that time, the City's contribution rate shall equal the Kaiser employee only rate. The maximum amounts described herein include the PEMCHA minimum (currently \$112/month).

- a. Effective July 1, 2012, members of this group shall pay 3% of the employee's contribution to PERS on a pre-tax basis (unless the IRS code changes).
 - b. Effective July 1, 2013, members of this group shall pay 6% of the employee's contribution to PERS on a pre-tax basis (unless the IRS code changes).
 - c. Effective July 1, 2014, members of this group shall pay the full 9% employee's contribution to PERS on a pre-tax basis (unless the IRS code changes).
7. **Second Tier.** Employees hired on or after July 1, 2012, or as soon as the CalPERS contract is amended, shall be members of the Public Employees' Retirement System (PERS) 3% at age 55 Public Safety Retirement Plan (Tier 2). Employees hired on or after July 1, 2012, shall pay the 9% employee's contribution to PERS. The second tier shall include the 2% cost of living allowance and the three years highest compensation calculation.
8. **Administrative Leave/Deferred Compensation.** In lieu of the 80 Hours Administrative Leave annually, the members of this group will instead receive an additional 3% of salary in the form of a contribution to a deferred compensation account. This amount is in addition to the current City matching contribution of \$110 per month.
9. **Personal Time Off.** Beginning May 1, 2013, and each subsequent year of the agreement (May 1st – April 30th), all members of this group are eligible to use up to twenty (20) hours of paid time off for personal leave. This time shall be placed on the employees books effective every May commencing May 1, 2013. The employee can use this time off all at once or in as little as one (1) hour increments. These hours shall have no cash value, shall not be eligible for payment upon termination of employment, and shall not be transferable from one year to the next. Each employee is eligible for the full 20 hours of paid time off regardless of the duration of their employment.

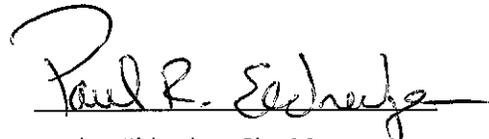
The undersigned representative of the Police Lieutenants Group and the City Negotiating Team have reached tentative agreement on the above salary and benefits adjustments on this 17th day of April, 2012. These items will be presented to the full City Council for approval at the City Council meeting of April 24th, or as soon thereafter as possible.

BRENTWOOD POLICE LIEUTENANTS

CITY OF BRENTWOOD



Tom Hansen, Representative



Paul R. Eldredge, City Manager

Attachment "A"

	7/1/11 Hourly Rates 2011/2012 Salary Plan (no increase)	7/1/12 Hourly Rates 2012/2013 Salary Plan (1% increase)	7/1/13 Hourly Rates 2013/2014 Salary Plan (2% increase)	7/1/14 Hourly Rates 2014/2015 Salary Plan (3% increase)	7/1/15 Hourly Rates 2015/2016 Salary Plan (2% increase)	7/1/16 Hourly Rates 2016/2017 Salary Plan (1% increase)						
A	53.31	9,240.76	53.85	9,334.36	54.93	9,521.57	56.58	9,807.58	57.72	10,005.18	58.30	10,105.72
B	55.98	9,703.57	56.54	9,800.64	57.68	9,998.25	59.41	10,298.13	60.61	10,506.14	61.22	10,611.87
C	58.78	10,188.93	59.37	10,291.20	60.56	10,497.47	62.38	10,812.95	63.64	11,031.36	64.28	11,142.30
D	61.72	10,698.54	62.34	10,806.02	63.59	11,022.69	65.50	11,353.77	66.82	11,582.58	67.49	11,698.72
E	64.81	11,234.17	65.46	11,346.84	66.77	11,573.91	68.78	11,922.33	70.16	12,161.53	70.86	12,282.87

Police Lieutenant

Police Lieutenant	A	53.31	9,240.76	53.85	9,334.36	54.93	9,521.57	56.58	9,807.58	57.72	10,005.18	58.30	10,105.72
	B	55.98	9,703.57	56.54	9,800.64	57.68	9,998.25	59.41	10,298.13	60.61	10,506.14	61.22	10,611.87
	C	58.78	10,188.93	59.37	10,291.20	60.56	10,497.47	62.38	10,812.95	63.64	11,031.36	64.28	11,142.30
	D	61.72	10,698.54	62.34	10,806.02	63.59	11,022.69	65.50	11,353.77	66.82	11,582.58	67.49	11,698.72
	E	64.81	11,234.17	65.46	11,346.84	66.77	11,573.91	68.78	11,922.33	70.16	12,161.53	70.86	12,282.87

Side Letter to the 2012-17 Memorandum of Understanding (“MOU”) between the City of Brentwood (“City”) and the Police Lieutenants confirming the City’s intent to apply the requirements of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”)

The City and Police Lieutenants recognize that the PEPRA establishes certain non-negotiable mandates affecting employees hired on or after January 1, 2013, who are “new members” under the PEPRA and as determined by CalPERS. These mandates include, but are not limited to, the benefit formula, the final compensation period and the employee contribution rate applicable to new members.

1. Item #7 – Second Tier

Insert Item 7.1 Public Employees’ Pension Reform Act (PEPRA) Requirements

Qualifying employees hired on or after January 1, 2013, who are “new members” as determined by CalPERS will receive the 2.7% at 57 retirement formula based on a 36-month final compensation period, and will contribute at least 50 percent of the total normal cost rate for their retirement plan, or the current contribution rate of similarly situated employees (employees with the same benefit formula, i.e., 3% @ 55), whichever is greater.

Optional benefits that are already in place under the City’s CalPERS contract and contract amendments will apply to new members unless those optional benefits are inconsistent with the PEPRA, such as the 12-month final compensation period.

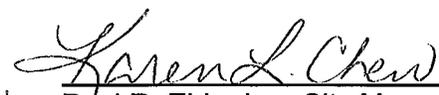
The undersigned representatives of the Police Lieutenants and the City Negotiator, as authorized by the City Council, have reached agreement on the above adjustment this 16th day of January 2013. The above item will be presented to the City Council for approval at the City Council meeting of February 12, 2013, or as soon thereafter as possible. The effective date of the modification will be January 1, 2013 following approval by the City Council.

POLICE LIEUTENANTS



Benjamin Tolero, Lieutenant

CITY OF BRENTWOOD



for Paul R. Eldredge, City Manager

**Side Letter of Agreement Between
City of Brentwood and The Brentwood Police Lieutenants Group**

This side letter of agreement is executed by and between the City of Brentwood ("City") and the Brentwood Police Lieutenants Group.

The parties agree that they have met and conferred over the terms described herein. The following agreement reflects the understanding of the parties. The City and the Police Lieutenants Group have mutually agreed to the following modifications to the 2012-2017 Memorandum of Understanding ("MOU") between the City and the Police Lieutenants Group.

1. Replacement of MOU Section 4: The City shall provide medical coverage for eligible bargaining unit members that elect medical coverage through the City-offered medical plans. The City shall pay medical premiums up to the following amount for eligible bargaining unit members: Effective July 1, 2014 the maximum medical premium amount paid by the City shall be equal to the full family rate for the lowest cost HMO plan offered by the City. The City currently offers health insurance benefits through the CalPERS Health Benefits Program. The City will meet and confer in good faith with the Lieutenants prior to offering health insurance benefits outside of the CalPERS Health Benefits Program. During the term of this Side Letter agreement, the City shall provide for a maximum annual increase of 10% but in no instance shall the maximum annual contribution exceed the full family rate for the lowest cost HMO plan offered by the City. In the event the medical premium increase is less than 10%, the City's sole obligation is to pay the actual increase. The maximum amounts described herein include the PEMHCA minimum (currently \$119/month). The employees shall agree to pay any excess medical premium costs through a pretax payroll deduction of the employee chosen plan, unless the IRS tax code changes.

Active employees that have medical coverage by some other means, for example through a spouse, may elect to receive "cash in-lieu" of medical coverage after they provide proof of such medical coverage to the Human Resources Division. Upon the loss of such coverage, employees shall notify the Human Resources Division and shall enroll in one of the medical plans offered by the City. For those existing employees who receive the "cash in-lieu" benefit on the effective date of this Side Letter, the benefit amount will be reduced to the 2013 amount of \$668.63 per month and shall be capped at that amount. The "cash in-lieu" benefit amount shall be \$300 per month for: a) employees hired after the effective date of this Side Letter; or b) existing employees who discontinue the City's medical coverage and opt for "cash in lieu" of medical coverage at a later date as long as they meet the requirements as described above.

2. Replacement of Section 5.b, (section addressing **Current Employees hired prior to July 1, 2012**): The previously enacted second tier for those employees hired after August 1, 2004 (CalPERS Vesting Plan) shall be eliminated and no distinction of hire date shall be made for retiree medical purposes for any employee hired before July 1, 2012. The maximum premium amount paid by the City for an employee retiring on or after July 1, 2012 shall be \$1491.41 per month. All increases in full family Kaiser will be split 70% (City) – 30% (retiree) with the retiree until the City's contribution equals \$1,500 per month and will then be capped at that amount. If during the term of the agreement, the Kaiser employee only rate exceeds \$1,500 per month, the retirees shall receive a monthly amount equal to the Kaiser employee only amount. This maximum amount includes the PEMHCA minimum (currently \$119/month). Retirees shall be responsible for any excess premium costs due CalPERS. The payment method of the excess premium will be prescribed by CalPERS.

All other terms and conditions of the MOU between the City and the Police Lieutenants Group shall remain in full force and effect. This Side Letter shall remain in effect until June 30, 2017, unless the terms and conditions herein are superseded by: (1) further agreement of the parties; or (2) if the parties re-open the MOU to discuss pay items – pursuant to the terms and conditions of the MOU, Section 3, re-openers – and the parties agree, in writing, to include health insurance benefits described in MOU Section 4 and/or this Side Letter as a part of the re-opener discussions. Should a re-opener occur in the manner described in number (2) above, the parties must meet and confer in good faith and engage in all applicable impasse procedures described in the City's Employer-Employee Relations Resolution before the City Council may make a final determination.

The undersigned representatives of the Police Lieutenants Group and the City Negotiator, as authorized by the City Council, have reached agreement on the above adjustment this 28th day of MAY, 2014, to be effective July 1, 2014. The above item will be presented to the City Council for approval at the City Council meeting of June 10, 2014 or as soon thereafter as possible.

Brentwood Police Lieutenants



Representative

CITY OF BRENTWOOD



Paul R. Eldredge, City Manager

**Side Letter of Agreement Between
City of Brentwood and the Brentwood Police Lieutenants' Group**

This Side Letter of Agreement is executed by and between the City of Brentwood ("City") and the Brentwood Police Lieutenants' Group.

The parties agree that they have met and conferred over the terms described herein. The following agreement reflects the understanding of the parties. The City and the Brentwood Police Lieutenants' Group have mutually agreed to the following modifications to the 2012-2017 Memorandum of Understanding ("MOU") between the City and the Brentwood Police Lieutenants' Group.

1. Modification to MOU Section 2:

- Retroactive to January 1, 2015, all salary ranges shall be increased by 1% (in addition to the 3% increase which went into effect on July 1, 2014 pursuant to Section 2.c of the MOU).
- Effective July 1, 2015, all salary ranges shall be increased by 1.5% (in addition to the 2% increase to go into effect on July 1, 2015 pursuant to Section 2.d of the MOU).
- Effective July 1, 2016, all salary ranges shall be increased by 1.5% (in addition to the 1% increase to go into effect on July 1, 2016 pursuant to Section 2.e of the MOU).

2. Elimination of MOU Section 3: Section 3 of the MOU shall be null and void and no further re-opener negotiations described in Section 3 will occur before the expiration of the current MOU on June 30, 2017, unless mutually agreed to by the City and the Brentwood Police Lieutenants' Group.

Except for the terms and conditions referred to above, all other terms and conditions of the MOU between the City and the Brentwood Police Lieutenants' Group shall remain unchanged and in full force and effect. Unless otherwise amended by the parties, this Side Letter of Agreement shall remain in effect until June 30, 2017.

The undersigned representatives of the Brentwood Police Lieutenants' Group and the City Manager, as authorized by the City Council, have reached agreement on the above adjustments this 10 day of February, 2015.

Brentwood Police Lieutenants' Group

CITY OF BRENTWOOD

Paula K *5/4/15*
Representative 1 Date

G7Vina *5/12/15*
Gustavo "Gus" Vina Date
City Manager

DOUGLAS S. SILVA
Representative 1 -- Printed Name

Al Medina #430 *5/4/15*
Representative 2 Date

SAL DIMERCURIO
Representative 2 -- Printed Name

Paul *5/6/15*
Representative 3 Date

Ben Tolero
Representative 3 -- Printed Name