

Terms, Conditions, and Understanding Executive and Senior Management Employees



Approved: September 28, 2021 and October 26, 2021

Resolution No. 2021-123 and 2021-138

July 1, 2020 to June 30, 2024



Better ⁱⁿ
Brentwood

Table of Contents

<u>SECTION I</u>	Salaries	4
<u>SECTION II</u>	Other Pay	4
<u>SECTION III</u>	Holidays.....	6
<u>SECTION IV</u>	Vacation	6
<u>SECTION V</u>	Longevity Incentive Plan.....	7
<u>SECTION VI</u>	Personal Time Off & Comp Payout	7
<u>SECTION VII</u>	Sick Leave.....	8
<u>SECTION VIII</u>	Health Insurance	8
<u>SECTION IX</u>	Dental Insurance	11
<u>SECTION X</u>	Vision Insurance.....	11
<u>SECTION XI</u>	Flexible Benefit Plan.....	11
<u>SECTION XII</u>	Life Insurance.....	11
<u>SECTION XIII</u>	Disability Insurance	11
<u>SECTION XIV</u>	Retirement Plan.....	12
<u>SECTION XV</u>	Deferred Compensation and Retiree Health Savings Account.....	13
<u>SECTION XVI</u>	Severance Pay	14
<u>SECTION XVII</u>	Severability of Provisions	14

TERMS, CONDITIONS AND UNDERSTANDING OF COMPENSATION AND EMPLOYMENT FOR EXECUTIVE AND SENIOR MANAGEMENT EMPLOYEES

The City Council of the City of Brentwood hereby establishes the following salary, benefits and other provisions related to the employment of the City's Executive Management and Senior Management employees during the period of July 1, 2020 through June 30, 2024.

Employees designated as executive management and senior management are "at will" and serve at the pleasure of the City Manager or City Attorney as appropriate. This document does not supersede the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300-3312 for employees covered by this Act.

The City agrees that there shall be no discrimination of any kind due to race, creed, color, religion, age, national origin, medical condition, pregnancy, marital status, disability, sex, sexual orientation, gender identity, gender expression, political affiliation, or any other classification or category protected by law, against any employee or applicant for employment.

SECTION I **Salaries**

Effective July 1, 2020 through June 30, 2024, salary ranges for employees in the executive and senior management classifications as set forth in Attachment “A” which is attached hereto and made a part hereof. Salary increases will be granted as follows:

<u>Effective Date</u>	<u>Executive and Senior Management (Non-Sworn)</u>	<u>Executive and Senior Management (Sworn)</u>
July 1, 2020	No increase	No Increase
July 1, 2021	3.25%	3.5%
July 1, 2022	3.25%	3.25%
July 1, 2023	3.25%	3.25%

Retroactivity

The July 1, 2021, salary increase described above for regular employees approved by City Council on September 28, 2021, and October 26, 2021, will be provided retroactively to July 1, 2021.

SECTION II **Other Pay**

A. **Bilingual Premium Pay**

The City shall pay \$25 per semi-monthly pay period, to individuals that are fluent in a foreign language or American Sign Language (ASL) who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The determination of the need of the community for employees fluent in a language shall be determined by the City Manager or designee. The determination of the employee's fluency shall be by a mutually agreed upon procedure. The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to the Title 2 CCR Sections 7571(a)(4) and 571.1(b)(3).

B. **Management Incentive Pay**

Management Incentive Pay is provided to Department Heads in recognition of their significant workloads. The Department Heads are not only responsible to coordinate the function and services provided by their department, they are accountable to respond to the unique residential/commercial growth experienced by Brentwood. These efforts must be responsive to the maintenance and improvement to the quality of life for current and future residents as well as that of future and current employees of the City.

Unless otherwise specified in the employment contract, Management Incentive Pay in the amount of 132 hours annually shall be distributed evenly in the employee's paycheck and shall be incorporated into the PERS compensation and contribution calculation as permitted in California Section 571 Definition of Special Compensation.

C. Educational Incentive (Sworn)

The Police Chief and Police Captains are eligible to receive the following educational incentive pay:

Possession of a BS/BA Degree or P.O.S.T. Advanced Certificate shall receive an increase to base salary of five percent (5%); or

Possession of a Master's Degree shall receive an increase to base salary of seven and one-half percent (7.5%)

The educational incentive pay shall be paid on a monthly basis. Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty. This will not restrict any employee to apply for time off, for arranging to trade shifts with another employee, or having another employee work his/her shift in order to attend classes. The time off and trading of shifts shall be pre-approved by the Police Chief or City Manager. Employees shall not be permitted to use City vehicles to attend courses to qualify for the educational supplement.

Only educational degrees from accredited institutions of higher learning qualify for the educational incentive program.

D. Uniform Allowance (Sworn)

The Police Chief and Police Captain(s) shall receive a total annual uniform allowance based on the fiscal year, in the amount of \$1,500. Effective the first full pay period in July 2021, the uniform allowance shall be paid through payroll on a pro rata basis each pay period (less applicable taxes). The total annual fiscal year uniform allowance will be pro-rated for new hires.

SECTION III Holidays

As provided in the Personnel Rules and Regulations, Rule 10, full-time and part-time employees receive holiday pay. In order for an employee to receive compensation for a holiday, the employee must be in a pay status (working, vacation, sick leave, worker's compensation, scheduled day off) the day prior to and the day following the holiday.

Holidays will be observed by the City as follows:

- | | |
|---|--|
| 1) January 1 (New Year's Day) | 8) Veteran's Day (Observed) |
| 2) Martin Luther King Jr.'s Birthday (Observed) | 9) Thanksgiving Day |
| 3) Washington's Birthday (Observed) | 10) The Friday following Thanksgiving Day |
| 4) Memorial Day | 11) December 24 |
| 5) June 19, (Juneteenth) | 12) December 25 |
| 6) July 4, Independence Day | 13) December 31 |
| 7) Labor Day | 14) Two Floating Holidays (Personal Days) based upon Employment on January 1st |

SECTION IV Vacation

A. Vacation Usage New Employees

No employee who has served less than six months shall be eligible to use their vacation credits regardless of their accrual during the initial six months of employment. However, upon completion of six months of service, the employee will then be eligible to use accrued vacation hours.

B. Vacation Accrual Tables

Employees are subject to the following vacation accrual schedule:

<u>Years Employed</u>	<u>Monthly Accrual</u>	<u>Annual Days</u>
0 - 5 years	10.67 hours	16
5 – 10 years	14.00 hours	21
10 years+	17.33 hours	26
20 years (sworn)*	18.67 hours	28

*Effective July 1, 2021, sworn employees hired on or prior to June 1, 1998, with twenty (20) years of service, vacation accrual will increase from twenty-six (26) to twenty-eight (28) days annually. Vacation accrual shall begin with the first hour of work.

Vacation accrual shall begin with the first hour of work. Vacation accrual is capped at no more than eighteen (18) times an employee's monthly vacation accrual at any time. Upon reaching the vacation accrual cap the employee will cease to accrue vacation until the balance is below the accrual cap. Regular employees who work fifty percent (50%) of full-time or more shall accrue vacation credits in proportion to their time worked.

The current incumbent in the position of Police Chief will receive an additional eighty (80) hours of vacation accruals effective November 1, 2021. Effective July 1, 2022, the hours will be accrued on a monthly basis until the position is vacated or June 30, 2024, whichever is sooner.

SECTION V **Longevity Incentive Plan**

A. Longevity

The City recognizes employees that make a commitment to continue their employment long-term. After each five-year period of continuous, full-time employment, a regular non-sworn employee shall receive forty (40) hours of bonus vacation time posted to their vacation accrual balance, up to the vacation accrual cap.

Employees in the Police Captain rank on or before July 1, 2021, will receive an additional four percent (4%) of base salary after one hundred twenty (120) months of service as a full-time sworn peace officer in the State of California as defined in Chapter 4.5, Section 830 of the California Penal Code, and while employed with a city police agency, a county sheriff department, or the California Highway Patrol, will be counted towards determining the one hundred twenty (120) months of service.

Employees hired or promoted to the rank of Police Captain after July 1, 2021, will receive an additional four percent (4%) of base salary after one hundred twenty (120) months of service as a full-time sworn peace officer in the State of California as defined in Chapter 4.5, Section 830 of the California Penal Code and one hundred twenty (120) months of continuous service with the City of Brentwood.

B. Non-Recurring Leave

The bonus week of vacation for non-sworn shall not increase the employee's vacation accrual rate. The forty (40) hours of vacation is a one (1) time bonus for the year in which it is earned through the employee's length of service.

SECTION VI **Personal Time Off and Comp Payout**

A. Personal Time Off

Employees are eligible for paid time off for personal leave. Effective July 1, 2021, Executive Management classifications are eligible to use up to forty (40) hours and Senior Management classifications are eligible to use up to eighty (80) hours. 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 hours, based on classification, of paid time off regardless of the duration of their employment. The time will be placed on the employees books effective every July 1.

B. Comp Payout

Effective July 1, 2021, employees who internally promote from a represented bargaining group that receives compensatory time off (CTO), shall have the CTO paid out at the pre-promotion classification wage rate prior to the promotion.

SECTION VII **Sick Leave**

Regular and probationary employees earn sick leave at the rate of eight (8) hours per month. Sick leave accrues on the basis of hours worked, therefore regular and probationary employees who work fifty percent (50%) of full-time or more shall accrue sick leave credits in proportion to their time worked. Unused sick leave shall accumulate from year to year. Sick leave usage shall be used only in the case of necessity of actual sickness or disability. Sick leave may not be used before it is earned. Sick leave may be used for medical and dental appointments. See Personnel Rules/Regulations, Rule 10.3 for more details that apply to the accrual and use of sick leave.

SECTION VIII **Health Insurance**

A. Executive and Senior Management (Sworn)

The City shall provide medical coverage for the Police Chief and Police Captains consistent with the coverage provided for members of the Brentwood Police Officers' Association. The City shall pay medical premiums up 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 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 \$143 per month). The employees shall agree to pay any excess medical premium costs through a pre-tax payroll deduction of the employee chosen plan, unless the IRS tax code changes.

1. Retiree Medical Coverage

Retiree medical is available through the CalPERS Health Benefits Plan. Employees must be vested with CalPERS and retire from the City of Brentwood within the timeline set by CalPERS to be eligible to receive the retiree medical benefit.

For existing retiree retired prior to July 1, 2012:

The maximum premium amount paid by the City shall be equal to the Kaiser employee plus one dependent rate. The maximum amounts described herein include the PEMHCA minimum (currently \$143 per month). The payment method of any excess premium due from retiree will be prescribed by CalPERS.

For employees hired prior to July 1, 2012 and not yet retired by that date:

The maximum premium amount paid by the City shall be capped at \$1,500 per month. 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 \$143 per month). Retirees shall be responsible for payment of any excess premium costs due CalPERS. The payment method of the excess premium will be prescribed by CalPERS.

For employees hired on or after July 1, 2012:

The maximum premium amount paid by the City shall be equal to the PEMHCA minimum amount, (currently \$143 per month). Retirees shall be responsible for payment of any excess premium costs due CalPERS. The payment method of excess premium will be prescribed by CalPERS. The City shall increase the maximum medical premium amount to match the PEMHCA minimum amount in compliance with the required PEMHCA minimum amount.

2. Cash In-Lieu of Medical Coverage

Executive and Senior Management sworn, 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 Department. Upon the loss of such coverage, employees shall notify the Human Resources Department and shall enroll in one of the medical plans offered by the City. The benefit amount be \$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 July 1, 2014; 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.

B. Executive and Senior Management (Non-Sworn)

The City shall provide medical coverage for Executive and Senior Management non-sworn employees consistent with coverage provided for Brentwood Management and Confidential Employees’ Association. The maximum monthly medical premium paid by the City for employee’s medical coverage shall be as follows:

Effective as soon as administratively possible but not later than the start of the second full month after Council adoption the City shall provide the following contributions for full time employees:

Employee only: 100% of the premium, regardless of plan.

Employee plus 1 dependent: an amount equal to the Region 1 Kaiser Employee + one dependent rate.

Employee plus 2 or more dependents: an amount equal to 85% of the Region 1 Kaiser Family rate.

The maximum monthly medical premium described above includes the Public Employees' Medical and Hospital Care Act ("PEMHCA") minimum monthly contribution (currently \$143 per month).

Employee Contribution

The employees shall pay any excess premium costs through a pre-tax payroll deduction of the employee chosen plan, unless the IRS tax code changes.

1. Retiree Medical Coverage

Retiree medical is available through the CalPERS Health Benefits Plan. Employees must be vested with CalPERS and retire from the City of Brentwood within the timeline set by CalPERS to be eligible to receive the retiree medical benefit.

For employees retired prior to July 1, 2012:

The City's monthly contribution rate shall equal the Kaiser employee plus one dependent rate. This amount includes the PEMHCA minimum.

For employees hired prior to July 1, 2012 and not yet retired by that date:

The maximum premium amount paid by the City for an employee retiring on or after July 1, 2012 shall be \$1,326.63 until such time that the Kaiser employee only rate exceeds this amount. At that time, the maximum medical premium amount paid by the City shall equal the Kaiser employee only rate. At no time shall the maximum medical premium amount paid by the City be less than the Kaiser employee only rate. This maximum premium amount includes the PEMHCA minimum amount.

For employees hired on or after July 1, 2012:

The maximum premium amount paid by the City for an employee retiring on or after July 1, 2012 shall be equal to the PEMHCA minimum amount. Retirees shall be responsible for payment of any excess premium costs due CalPERS. The payment method of excess premium will be prescribed by CalPERS. The City shall increase the maximum medical premium amount to match the PEMHCA minimum amount in compliance with the required PEMHCA minimum amount.

2. Cash In-Lieu of Medical Coverage

Executive and Senior Management sworn employees that provide proof of alternative minimum essential medical coverage for the employee and the employee's taxable family (individuals for whom the employee expects to claim a personal exemption deduction), may elect to receive "cash in-lieu" of medical coverage after they provide annual proof of such medical coverage to the Human Resources Department. Individual coverage and individual coverage from Covered California does not qualify as alternative minimum essential coverage for this section.

For those employees who received the “cash in-lieu” amount on or before May 1 2014, and retained the benefit, the maximum benefit amount will be \$668.63.

The “cash in-lieu” benefit amount shall be \$300 per month for: a) employees hired after May 1, 2014; or, 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.

SECTION IX **Dental Insurance**

The City shall pay the premium for dental coverage for all full-time personnel and their family. In the event that during the period of the Terms, Conditions, and Understanding, the premiums required to maintain the current level of dental benefits are increased, the City shall pay such increased premium amounts.

Effective with Plan Year 2022, the City shall contract with their dental insurance provider for an enhanced benefit package. Any employee who enrolls in the enhanced dental benefit package shall be responsible for the difference in the premium between the basic and enhanced benefit.

SECTION X **Vision Insurance**

The City shall pay the premium for vision coverage through Vision Services Plan (VSP) that provides vision care services through participating providers. This applies to all full-time personnel and their family. In the event that during the period of the Memorandum of Understanding, the premiums required to maintain the current level of vision benefits are increased, the City shall pay such increased premium amounts.

SECTION XI **Flexible Benefit Plan**

Employees in this bargaining unit may voluntarily participate in the Flexible Benefit Plan. The plan allows employees to receive nontaxable benefits in exchange for a reduction in taxable compensation.

SECTION XII **Life Insurance**

The City shall pay the premium for term life insurance and accidental death & dismemberment coverage for all members of this bargaining unit. The coverage provides for one and one-half times the employee’s annual salary to a maximum of one-hundred and fifty-thousand dollars (\$150,000).

SECTION XIII **Disability Insurance**

The City shall contribute one hundred percent (100%) of premiums for Disability Insurance with a twenty-nine (29) day waiting period. Employees may use accrued vacation, sick leave or compensatory time off pay during the twenty-nine (29) day waiting period until the Disability benefit begins. Once the employee becomes eligible for the Disability benefit, other time off benefits may be utilized as allowed by the policy.

SECTION XIV **Retirement Plan**

The City provides and maintains membership in the California Public Employees' Retirement System (CalPERS) for eligible employees who are miscellaneous or safety members.

A. Executive and Senior Management - Miscellaneous Members

Employees hired on or before October 1, 2010, shall receive the 2.7% at 55 miscellaneous retirement benefit and receive the following Optional Benefits:

- Section 20042 One-Year Final Compensation.
- Section 20965 Credit for Unused Sick Leave.
- Section 21024 Military Service Credit as Public Service, Statutes of 1976. Employees electing this option are fully responsible for any costs associated with the election of this benefit.
- Section 21335 5% Cost-of-Living Allowance, base year 2001, for miscellaneous members and local police members only.
- Section 21573 Third Level of 1959 Survivor Benefits.

All benefits included in the City retirement plan under CalPERS effective October 1, 2010, shall be maintained during the life of the contract. Employees will contribute the entire 8% of the Member Contribution towards retirement.

Employees hired after October 1, 2010 who are "classic members" as defined by CalPERS, shall receive the 2% at 60 miscellaneous retirement benefit and receive the following Optional Benefits:

- Section 20965 Credit for Unused Sick Leave.
- Section 21024 Military Service Credit as Public Service, Statutes of 1976. Employees electing this option are fully responsible for any costs associated with the election of this benefit.
- Section 21573 Third Level of 1959 Survivor Benefits.

The retirement benefit will be calculated on a consecutive thirty-six (36) month period and the Cost of Living Allowance will be the base amount provided by CalPERS. Employees will pay the entire 7% Member Contribution each month for all wages that are CalPERS reportable.

New Members - Employees hired on or after January 1, 2013, who are "new members" as that term is defined in the Public Employees' Pension Reform Act (PEPRA) shall be members of the CalPERS Miscellaneous Employees' Retirement Plan 2% at age 62 retirement formula. Final compensation is based on a 36-month final compensation period, and employees will contribute at least 50 percent of the total normal cost rate for their retirement plan.

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.

B. Executive and Senior Management - Safety Members

Employees hired on or before September 1, 2012, shall receive the 3% at 50 safety retirement benefit including the 5% Annual Cost of Living Allowance, and the one year highest compensation. Employees shall pay the full 9% member contribution to PERS on a pre-tax basis (unless the IRS tax code changes).

Employees hired after September 1, 2012 who are “classic members” as determined by CalPERS, shall receive the 3% at 55 safety retirement benefit, including the 2% Annual Cost of Living Allowance, and the three years highest compensation calculation as defined by CalPERS. Employees shall pay the 9% member contribution to PERS on a pre-tax basis (unless the IRS tax code changes).

In accordance with the Public Employees’ Pension Reform Act (PEPRA), safety members hired on or after January 1, 2013, who are “new members” as determined by CalPERS, shall receive the 2.7% at 57 safety benefit, including the 2% Annual Cost of Living Allowance, and the three years highest compensation calculation as defined by CalPERS. Members of this retirement plan shall pay 50% of the normal cost of retirement as determined annually by CalPERS on a pre-tax basis (unless the IRS tax code changes).

Safety members shall be covered by the PERS “1959 Survivor Benefit” at Level III.

The PERS contract for safety members includes Military Service Credit as Public Service, an optional benefit available through CalPERS. Employees electing this option are fully responsible for any costs associated with the election of this benefit.

SECTION XV **Deferred Compensation and Retiree Health Savings Account**

A. Deferred Compensation

The City contracts with 457 Deferred Compensation Plan providers. Employees have the option to choose the plan they wish to participate in and receive a matching contribution from the City equal to fifty-five (\$55.00) each pay period, for a total of one-hundred ten dollars (\$110.00) per month.

In addition to the matching contribution above, Senior Management employees shall receive an amount equal to four percent (4%) of their salary into a 457 Deferred Compensation Plan provided by the City. There is no matching requirement for this contribution. Contributions to the 457 Deferred Compensation Plans are subject to the annual IRS contribution limits.

B. Retiree Health Savings Account

1. Executive and Senior Management (Non-Sworn) The account shall be solely for employees hired on or after July 1, 2012 and shall allow for employer and employee contributions to the plan. The City shall contribute fifty dollars (\$50) per pay period on behalf of each qualified employee to the plan. City contributions shall immediately vest to the qualified employee. The City shall pay the accounting fee as charged by the plan. Employees may withdraw from the plan upon separation from City employment.

2. Executive and Senior Management (Sworn)
Employees hired on or after July 1, 2012:

The Retiree Health Savings Account shall be solely for sworn members and shall allow for employer and employee contributions to the plan. The City shall contribute one hundred dollars (\$100) per pay period on behalf of each qualified employee to the plan. City contributions shall immediately vest to the qualified employee. The City shall pay the accounting fee as charged by the plan. Employees may withdraw from the plan upon separation from City employment.

Employees hired before July 1, 2012:

The City agrees to meet with sworn members regarding the establishment of Retiree Health Savings Accounts in members' names on the condition that the City will make no contributions to such Accounts and all members agree to contribute the minimum required amount.

SECTION XVI **Severance Pay**

Executive and Senior Management employees are "at will" and, as such, may be dismissed at any time with or without cause. An employee who resigns, retires or is terminated for cause, the severance provision does not apply. Unless otherwise specified in an employment contract, employees terminated without cause will be entitled to receive severance pay as follows:

Executive Management employees after six months employment as a Department Director, shall receive six months severance.

Senior Management employees after twelve months employment as an Assistant Department Director, shall receive three months severance.

SECTION XVII **Severability of Provisions**

If any provision of the terms, conditions, and understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this agreement shall remain in full force and effect for the duration. In the event of invalidation of any provision, the City shall meet with the employees covered by this agreement to discuss the invalidation(s).