MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF BRENTWOOD

AND

MANAGERS AND CONFIDENTIAL EMPLOYEES' ASSOCIATION

2012 - 2017

Approved: 5/22/2012
Resolution No. 2012-69

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2012 - 2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BRENTWOOD AND BRENTWOOD MANAGERS AND CONFIDENTIAL EMPLOYEES' ASSOCIATION

The Brentwood Managers and Confidential Employees' Association and representatives of the Brentwood City Council have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Association. Throughout the Meet and Confer process, both parties have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Codes Sections 3500-3510) and has been jointly prepared by both parties.

This Memorandum of Understanding shall be presented to the Brentwood City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2012 and ending June 30, 2017.

SECTION 1 Recognition and Representation

1.1 Association Recognition

The Brentwood Managers and Confidential Employees' Association, hereinafter referred to as the "Association" is the recognized employee organization for employees occupying regular positions as detailed in Attachment "A".

1.2 City Recognition

The City Manager, or any person or organization duly authorized by the City Council, is the representative of the City of Brentwood, hereinafter referred to as the "City" in employer-employee relations as provided in Council/Administrative Policy No. 20-17, Employer-Employee Relations Resolution adopted by the City Council on April 12, 2005, revised on February 28, 2012.

SECTION 2 Association Rights

2.1 The Association shall be allowed, by the City, use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the City. Additionally, the Association shall be allowed reasonable use of the City's e-mail system for communications related to the completion of the negotiations process. Such use will be as provided in Council/Administrative Policy No. 10-10, Policy and Procedures for City Information Systems and Communications.

2.2 Any representative of the Association shall give notice to and request permission from their Department Director or their designated representative when desiring to contact Association members on City facilities during the duty period of the employees, providing that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees. Pre-arrangement for routine contact must be made with the individual Department Director.

2.3 City buildings and other facilities may be made available for use by employees, the Association, or their representatives in accordance with such administrative procedures as may be established by the City Manager or Department Directors concerned.

SECTION 3 Attendance at Meetings by Employees

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. With mutual agreement, the number of employees excused for such purposes shall not exceed three (3) at any given time.

SECTION 4 Employer's Rights and Responsibilities

The City, through its City Manager, Department Directors and Council/Administrative Policy No. 20-17, Employer-Employee Relations Resolution, retains solely and exclusively, all the rights, powers and authority to operate and manage its operations. The rights received to the sole discretion of the City shall include, but not be limited to the following:

> To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the workforce; to increase or decrease the workforce and determine the number of employees needed; to hire, transfer, promote and maintain work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to establish salaries of new classifications; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

Those managerial functions, prerogatives and policymaking rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to a grievance procedure.

SECTION 5 No Discrimination

The City and the Association agree that there shall be no discrimination of any kind based on race, creed, color, religion, national origin, medical condition, pregnancy, marital status, disability, sex, sexual preference, political affiliation or legitimate Association activity against any employee or applicant for employment; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

"Employees" means all workers covered by the Memorandum of Understanding whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

SECTION 6 Salaries

Effective July 1, 2012 through June 30, 2017, salary ranges for all employees in the Association will be set forth in Attachment "A." Salary increases will be granted as follows:

Effective July 1, 2012 all ranges shall be increased by **2.5%.**
Effective July 1, 2013 all ranges shall be increased by **2.5%.**
Effective July 1, 2014 all ranges shall be increased by **2.5%.**
Effective July 1, 2015 all ranges shall be increased by **2%.**
Effective July 1, 2016 all ranges shall be increased by **2%.**

6.1 Re-Openers

The parties agree to re-open the contract to discuss pay items if any of the following conditions are met:

1. If as of July 1, 2015, the City's employer rate for CalPERS exceeds a **6%** increase above the July 1, 2013 rate, or
2. 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

The Fiscal Model Projections are from the 2011/12 - 20/21 Fiscal Model as received by the City Council on March 27, 2012. These projections were a key factor in determining funding availability for the five year salary package listed in Attachment "A". As such, the City wishes to retain the ability to re-open the contract should the actual assessed valuation, as of the "Measurement Date", fall below "the Lower end of range" shown above. The "Lower end of range" has been calculated as 4% below

the Fiscal Model assessed valuation projection for FY 13/14; 5% below the projection for FY 14/15; 6% below for 15/16 and 7% below for 16/17.

Conversely, the City also wishes to allow the bargaining groups to re-open if assessed valuation figures exceed the projections to the point that they exceed the "Upper end of range" in the above chart. The "Upper end of range" has been calculated as 7% above the Fiscal Model assessed valuation projection for FY 13/14; 8% above the projection for FY 14/15; 9% above for 15/16 and 10% above for 16/17.

The percentage of variance needed to trigger a re-open under the "Upper end of range" is greater than under the "Lower end of range" in recognition of the fact that the City's Fiscal Model, even after incorporating the financial impacts from labor negotiations, is still projecting annual operating deficits.

6.2 Retroactivity

In the event this MOU was not approved by City Council prior to July 1, 2012, the July 1, 2012, salary increase described above will be provided to employees retroactively to July 1, 2012.

SECTION 7 Hours of Work and Flexibility of Schedule

7.1 Standard Workday

While the standard workday for most non-sworn employees will be 8 hours per day, the 8-hour schedule is intended to be flexible in nature with pre-approval of the Department Director and consistent with wage and hour legal requirements, with the employees having the option of starting before 8:00 a.m., working after 5:00 p.m., taking a half-hour non-paid duty-free lunch break, any combination of the above or other option.

SECTION 8 Spanish Bilingual Pay

The City shall pay $600 per year, payable monthly, to individuals that are fluent in the Spanish language. The determination of the employee's fluency shall be by a mutually agreed upon procedure.

SECTION 9 Holidays

As provided in the Personnel Rules and Regulations, Rule 10, full-time and part-time regular and probationary 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)
2) Martin Luther King Jr.'s Birthday (Observed)
3) Washington's Birthday (Observed)
4) Memorial Day
5) July 4, Independence Day
6) Labor Day
7) Veteran's Day (Observed)
8) Thanksgiving Day
9) The Friday following Thanksgiving Day
10) December 24
11) December 25
12) December 31
13) Two Floating Holidays (Personal Days) based upon Employment on January 1st

SECTION 10 Vacation

10.1 Vacation Accrual for 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.

10.2 Vacation Accrual Tables

Employees are subject to the following vacation accrual schedule:

Years Employed	Monthly Accrual
0 - 5 years	10.67 hours (16 days annual)
5 - 10 years	14.00 hours (21 days annual)
10 years+	17.33 hours (26 days annual)

Vacation accrual shall begin with the first hour of work. Vacation shall accrue on the basis of regular hours on payroll status and shall not accrue to overtime worked. Vacation accrual is capped at no more than 18 months of 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.

SECTION 11 Longevity Incentive Plan

11.1 Longevity Earned

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 employee shall receive forty (40) hours of bonus vacation time posted to their vacation accrual balance, up to the vacation accrual cap.

11.2 Non-Recurring Leave

The bonus week of vacation 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 12 Personal Time Off

Effective July 1, 2012, and each subsequent year of the agreement, all members covered by this MOU 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 July 1, commencing July 1, 2012. 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. This provision will sunset at the end of this agreement.

SECTION 13 Sick Leave

Regular and probationary employees earn sick leave at the rate of eight (8) hours per month. Sick leave accrued 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 14 Health Insurance

14.1 City Contribution

The City shall provide medical coverage for employees. Employees of this bargaining unit will receive a City contribution each month towards their medical insurance premium as follows:

For employees hired prior to July 1, 2012
The maximum medical premium amount paid by the City shall be $1,226.63 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.

For employees hired on or after July 1, 2012
The maximum medical premium amount paid by the City shall be equal to the Kaiser employee only rate, which has been established as $610.44 per month as of July 1, 2012. The City shall increase the maximum medical premium amount to fully cover all increases in the Kaiser employee only rate so that at no time shall the maximum medical premium amount paid by the City be less than the Kaiser employee only rate.

14.2 Employee Contribution

The employees shall agree to pay any excess premium costs through a pre-tax payroll deduction of the employee chosen plan, unless the IRS tax code changes. The parties agree that if in any year of the contract, the City is notified that the Kaiser Full Family medical insurance premium is due to increase more than 7.5% above the prior year's premium, the parties will meet to discuss possible cost neutral options to the City to mitigate the financial impact to the employees. Any such discussion does not impose an obligation upon the City to "meet and confer in good faith" as those terms are defined in the Meyers-Milias-Brown Act and/or City Employer-Employee Relations Resolution.

14.3 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 retirees and employees retired prior to July 1, 2012:
The maximum premium amount paid by the City shall be $1,226.63. All increases in full family Kaiser will be split 70% (city) - 30% (retiree) with the retiree until the Kaiser employee plus one dependent premium level is reached. From that time forward, the City's contribution rate shall equal the Kaiser employee plus one dependent rate.

For 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 equal to the maximum medical premium amount established in "Health Insurance" section above. This maximum amount includes the PEMCHA

minimum (currently $112/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. Annual adjustments to this rate shall also be consistent with the adjustments outlined in the "Health Insurance" section above.

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 PEMCHA minimum amount, currently $112 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 PEMCHA minimum amount in compliance with the required PEMCHA minimum amount.

14.4 Cash In-Lieu of Medical Coverage

Employees that have medical coverage by some other means, for example through a spouse, may elect to receive cash equivalent to the Kaiser Employee Only premium, 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 benefit plans offered by the City.

SECTION 15 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 Memorandum of Understanding, the premiums required to maintain the current level of dental benefits are increased, the City shall pay such increased premium amounts.

SECTION 16 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 17 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 18 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 19 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 20 Retirement Plan

20.1 Tier 1 - All members of this bargaining unit as of September 30, 2010, shall be members of the California Public Employees' Retirement System (CalPERS) Miscellaneous Employees' Retirement Plan 2.7% at age 55 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 September 30, 2010 shall be maintained during the life of the contract.

20.1.1 Effective July 1, 2012, bargaining unit members hired before the effective date of Tier 2 Retirement Plan 2% at age 60 described in section 20.2 below (October 1, 2010), will contribute four percent (4%) of the eight (8%) pre-tax Employee Contribution amount. Effective July 1, 2013 the contribution paid by employees will increase by two additional percent (2%) for a total of six percent (6%) of the Employee Contribution. Effective July 1, 2014, employees will contribute the entire eight percent (8%) of the Employee Contribution towards retirement.

20.2 Tier 2 - Members of this bargaining unit hired after the effective date of Tier 2 (October 1, 2010), shall be members of the California Public Employees'

Retirement System (CalPERS) Miscellaneous Employees' Retirement Plan 2% at age 60 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.

20.2.1 Bargaining Unit members hired after September 30, 2010 will pay the entire seven percent (7%) Employee Contribution each month for all wages that are CalPERS reportable.

SECTION 21 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, employees covered by this MOU will receive an amount equal to three percent (3%) 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.

SECTION 22 Severability of Provisions

If any provision of this Memorandum of 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 Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and this bargaining unit agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

SECTION 23 Scope of Agreement

Except as otherwise specifically provided herein, the parties agree that this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall

prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement. Such agreement shall be in writing and is subject to approval by the City Council.

SECTION 24 Duration

This Memorandum of Understanding shall be effective July 1, **2012** except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirtieth (30th) day of June, 2017 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first (1st) day of July, **2017** or to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding this ____th day of _____,2012.

MANAGERS AND CONFIDENTIAL EMPLOYEES' ASSOCIATION

Leupoldina I. Scherff, Representative

Jagtar Dhaliwal, Representative

CITY OF BRENTWOOD

Robert Taylor, Mayor

Paul R. Eldredge, City Manager

"Attachment A"

	7/1/11 Hourly Rates 2011/2012 Salary Plan (with 2.5% salary inc.)			7/1/12 Hourly Rates 2012/2013 Salary Plan (with 2.5% salary inc.)			7/1/13 Hourly Rates 2013/2014 Salary Plan (with 2.5% salary inc.)			7/1/14 Hourly Rates 2014/2015 Salary Plan (with 2.5% salary inc.)			7/1/15 Hourly Rates 2015/2016 Salary Plan (with 2% salary inc.)			7/1/16 Hourly Rates 2016/2017 Salary Plan (with 2% salary inc.)		
Managers and Confidential Employees' Association																		
Accounting Manager	A	43.77	7,587.09	A	44.87	7,777.35	A	45.99	7,971.78	A	47.14	8,171.07	A	48.08	8,334.49	A	49.05	8,501.18
	B	45.96	7,966.71	B	47.11	8,166.21	B	48.29	8,370.37	B	49.50	8,579.63	B	50.49	8,751.22	B	51.50	8,926.24
	C	48.26	8,365.39	C	49.47	8,574.52	C	50.71	8,788.89	C	51.97	9,008.61	C	53.01	9,188.78	C	54.07	9,372.56
	D	50.67	8,783.14	D	51.94	9,003.25	D	53.24	9,228.33	D	54.57	9,459.04	D	55.66	9,648.22	D	56.78	9,841.18
	E	53.20	9,221.69	E	54.54	9,453.41	E	55.90	9,689.75	E	57.30	9,931.99	E	58.45	10,130.63	E	59.61	10,333.24
Chief Building Official	A	53.88	9,339.56	A	55.23	9,572.61	A	56.61	9,811.93	A	58.02	10,057.23	A	59.18	10,258.37	A	60.37	10,463.54
	B	56.57	9,805.84	B	57.99	10,051.24	B	59.44	10,302.52	B	60.92	10,560.09	B	62.14	10,771.29	B	63.38	10,986.72
	C	59.40	10,296.40	C	60.89	10,553.81	C	62.41	10,817.65	C	63.97	11,088.09	C	65.25	11,309.85	C	66.55	11,536.05
	D	62.37	10,811.22	D	63.93	11,081.50	D	65.53	11,358.53	D	67.17	11,642.50	D	68.51	11,875.35	D	69.88	12,112.85
	E	65.49	11,352.04	E	67.13	11,635.57	E	68.81	11,926.46	E	70.53	12,224.62	E	71.94	12,469.11	E	73.38	12,718.50
Chief Financial Operations Officer	A	48.14	8,344.59	A	49.35	8,554.11	A	50.58	8,767.97	A	51.85	8,987.16	A	52.89	9,166.91	A	53.94	9,350.25
	B	50.55	8,762.34	B	51.82	8,981.82	B	53.11	9,206.36	B	54.44	9,436.52	B	55.53	9,625.25	B	56.64	9,817.76
	C	53.08	9,200.89	C	54.41	9,430.91	C	55.77	9,666.68	C	57.16	9,908.35	C	58.31	10,106.52	C	59.47	10,308.65
	D	55.73	9,660.24	D	57.13	9,902.45	D	58.56	10,150.02	D	60.02	10,403.77	D	61.22	10,611.84	D	62.45	10,824.08
	E	58.52	10,143.86	E	59.99	10,397.58	E	61.49	10,657.52	E	63.02	10,923.95	E	64.28	11,142.43	E	65.57	11,365.28
Chief Information Systems Officer	A	53.79	9,323.96	A	55.13	9,556.50	A	56.51	9,795.41	A	57.92	10,040.30	A	59.08	10,241.10	A	60.26	10,445.92
	B	56.48	9,790.24	B	57.89	10,034.32	B	59.34	10,285.18	B	60.82	10,542.31	B	62.04	10,753.16	B	63.28	10,968.22
	C	59.30	10,279.06	C	60.78	10,536.04	C	62.30	10,799.44	C	63.86	11,069.43	C	65.14	11,290.81	C	66.44	11,516.63
	D	62.27	10,793.88	D	63.82	11,062.84	D	65.42	11,339.41	D	67.06	11,622.90	D	68.40	11,855.35	D	69.76	12,092.46
	E	65.38	11,332.97	E	67.02	11,615.98	E	68.69	11,906.38	E	70.41	12,204.04	E	71.82	12,448.12	E	73.25	12,697.08
City Clerk	A	46.95	8,138.31	A	48.13	8,343.00	A	49.34	8,551.57	A	50.57	8,765.36	A	51.58	8,940.67	A	52.61	9,119.48
	B	49.30	8,545.66	B	50.54	8,760.15	B	51.80	8,979.15	B	53.10	9,203.63	B	54.16	9,387.70	B	55.24	9,575.46
	C	51.77	8,973.81	C	53.07	9,198.16	C	54.39	9,428.11	C	55.75	9,663.81	C	56.87	9,857.09	C	58.01	10,054.23
	D	54.36	9,422.76	D	55.72	9,658.06	D	57.11	9,899.52	D	58.54	10,147.00	D	59.71	10,349.94	D	60.91	10,556.94
	E	57.08	9,894.25	E	58.51	10,140.97	E	59.97	10,394.49	E	61.47	10,654.35	E	62.70	10,867.44	E	63.95	11,084.79
Economic Development Manager	A	53.88	9,339.56	A	55.23	9,572.61	A	56.61	9,811.93	A	58.02	10,057.23	A	59.18	10,258.37	A	60.37	10,463.54
	B	56.57	9,805.84	B	57.99	10,051.24	B	59.44	10,302.52	B	60.92	10,560.09	B	62.14	10,771.29	B	63.38	10,986.72
	C	59.40	10,296.40	C	60.89	10,553.81	C	62.41	10,817.65	C	63.97	11,088.09	C	65.25	11,309.85	C	66.55	11,536.05
	D	62.37	10,811.22	D	63.93	11,081.50	D	65.53	11,358.53	D	67.17	11,642.50	D	68.51	11,875.35	D	69.88	12,112.85
	E	65.49	11,352.04	E	67.13	11,635.57	E	68.81	11,926.46	E	70.53	12,224.62	E	71.94	12,469.11	E	73.38	12,718.50
Economic Development/Planning Manager	A	53.88	9,339.56	A	55.23	9,572.61	A	56.61	9,811.93	A	58.02	10,057.23	A	59.18	10,258.37	A	60.37	10,463.54
Not budgeted	B	56.57	9,805.84	B	57.99	10,051.24	B	59.44	10,302.52	B	60.92	10,560.09	B	62.14	10,771.29	B	63.38	10,986.72
	C	59.40	10,296.40	C	60.89	10,553.81	C	62.41	10,817.65	C	63.97	11,088.09	C	65.25	11,309.85	C	66.55	11,536.05
	D	62.37	10,811.22	D	63.93	11,081.50	D	65.53	11,358.53	D	67.17	11,642.50	D	68.51	11,875.35	D	69.88	12,112.85
	E	65.49	11,352.04	E	67.13	11,635.57	E	68.81	11,926.46	E	70.53	12,224.62	E	71.94	12,469.11	E	73.38	12,718.50

"Attachment A"

	7/1/11 Hourly Rates 2011/2012 Salary Plan (with 2.5% salary inc.)			7/1/12 Hourly Rates 2012/2013 Salary Plan (with 2.5% salary inc.)			7/1/13 Hourly Rates 2013/2014 Salary Plan (with 2.5% salary inc.)			7/1/14 Hourly Rates 2014/2015 Salary Plan (with 2.5% salary inc.)			7/1/15 Hourly Rates 2015/2016 Salary Plan (with 2% salary inc.)			7/1/16 Hourly Rates 2016/2017 Salary Plan (with 2% salary inc.)		
Engineering Manager	A	52.84	9,159.29	A	54.16	9,387.28	A	55.51	9,621.97	A	56.90	9,862.52	A	58.04	10,059.77	A	59.20	10,260.96
	B	55.48	9,616.90	B	56.87	9,856.65	B	58.29	10,103.07	B	59.74	10,355.64	B	60.94	10,562.75	B	62.16	10,774.01
	C	58.25	10,097.06	C	59.71	10,349.48	C	61.20	10,608.22	C	62.73	10,873.42	C	63.99	11,090.89	C	65.27	11,312.71
	D	61.16	10,601.47	D	62.69	10,866.96	D	64.26	11,138.63	D	65.87	11,417.10	D	67.19	11,645.44	D	68.53	11,878.35
	E	64.22	11,131.89	E	65.83	11,410.30	E	67.47	11,695.56	E	69.16	11,987.95	E	70.54	12,227.71	E	71.96	12,472.26
Fleet/Facilities Maintenance Manager	A	42.89	7,434.55	A	43.96	7,619.41	A	45.06	7,809.90	A	46.18	8,005.15	A	47.11	8,165.25	A	48.05	8,328.55
	B	45.03	7,805.50	B	46.16	8,000.38	B	47.31	8,200.39	B	48.49	8,405.40	B	49.46	8,573.51	B	50.45	8,744.98
	C	47.28	8,195.52	C	48.46	8,400.40	C	49.68	8,610.41	C	50.92	8,825.67	C	51.94	9,002.19	C	52.97	9,182.23
	D	49.64	8,604.60	D	50.89	8,820.42	D	52.16	9,040.93	D	53.46	9,266.96	D	54.53	9,452.30	D	55.62	9,641.34
	E	52.12	9,034.48	E	53.43	9,261.44	E	54.77	9,492.98	E	56.14	9,730.31	E	57.26	9,924.91	E	58.40	10,123.41
Human Resources Manager	A	46.95	8,138.31	A	48.13	8,343.00	A	49.34	8,551.57	A	50.57	8,765.36	A	51.58	8,940.67	A	52.61	9,119.48
	B	49.30	8,545.66	B	50.54	8,760.15	B	51.80	8,979.15	B	53.10	9,203.63	B	54.16	9,387.70	B	55.24	9,575.46
	C	51.77	8,973.81	C	53.07	9,198.16	C	54.39	9,428.11	C	55.75	9,663.81	C	56.87	9,857.09	C	58.01	10,054.23
	D	54.36	9,422.76	D	55.72	9,658.06	D	57.11	9,899.52	D	58.54	10,147.00	D	59.71	10,349.94	D	60.91	10,556.94
	E	57.08	9,894.25	E	58.51	10,140.97	E	59.97	10,394.49	E	61.47	10,654.35	E	62.70	10,867.44	E	63.95	11,084.79
Park/Maintenance Manager	A	44.85	7,774.30	A	45.97	7,967.51	A	47.12	8,166.70	A	48.29	8,370.86	A	49.26	8,538.28	A	50.24	8,709.05
	B	47.09	8,162.58	B	48.26	8,365.88	B	49.47	8,575.03	B	50.71	8,789.41	B	51.72	8,965.19	B	52.76	9,144.50
	C	49.44	8,569.93	C	50.68	8,784.18	C	51.94	9,003.78	C	53.24	9,228.88	C	54.31	9,413.45	C	55.39	9,601.72
	D	51.91	8,998.08	D	53.21	9,223.39	D	54.54	9,453.97	D	55.91	9,690.32	D	57.02	9,884.13	D	58.16	10,081.81
	E	54.51	9,448.76	E	55.87	9,684.56	E	57.27	9,926.67	E	58.70	10,174.84	E	59.88	10,378.33	E	61.07	10,585.90
Planning Manager	A	53.88	9,339.56	A	55.23	9,572.61	A	56.61	9,811.93	A	58.02	10,057.23	A	59.18	10,258.37	A	60.37	10,463.54
	B	56.57	9,805.84	B	57.99	10,051.24	B	59.44	10,302.52	B	60.92	10,560.09	B	62.14	10,771.29	B	63.38	10,986.72
	C	59.40	10,296.40	C	60.89	10,553.81	C	62.41	10,817.65	C	63.97	11,088.09	C	65.25	11,309.85	C	66.55	11,536.05
	D	62.37	10,811.22	D	63.93	11,081.50	D	65.53	11,358.53	D	67.17	11,642.50	D	68.51	11,875.35	D	69.88	12,112.85
	E	65.49	11,352.04	E	67.13	11,635.57	E	68.81	11,926.46	E	70.53	12,224.62	E	71.94	12,469.11	E	73.38	12,718.50
Purchasing Manager *Not Budgeted*	A	34.60	5,997.56	A	35.47	6,148.07	A	36.36	6,301.77	A	37.27	6,459.31	A	38.01	6,588.50	A	38.77	6,720.27
	B	36.33	6,297.44	B	37.24	6,455.47	B	38.17	6,616.86	B	39.13	6,782.28	B	39.91	6,917.92	B	40.71	7,056.28
	C	38.15	6,612.92	C	39.11	6,778.24	C	40.08	6,947.70	C	41.08	7,121.39	C	41.91	7,263.82	C	42.74	7,409.10
	D	40.06	6,944.00	D	41.06	7,117.16	D	42.09	7,295.09	D	43.14	7,477.46	D	44.00	7,627.01	D	44.88	7,779.55
	E	42.06	7,290.68	E	43.11	7,473.01	E	44.19	7,659.84	E	45.30	7,851.34	E	46.20	8,008.36	E	47.13	8,168.53
Records Manager *Not Budgeted*	A	31.68	5,491.41	A	32.47	5,627.54	A	33.28	5,768.22	A	34.11	5,912.43	A	34.79	6,030.68	A	35.49	6,151.29
	B	33.26	5,765.29	B	34.09	5,908.91	B	34.94	6,056.64	B	35.82	6,208.05	B	36.53	6,332.21	B	37.26	6,458.86
	C	34.92	6,053.03	C	35.79	6,204.36	C	36.69	6,359.47	C	37.61	6,518.45	C	38.36	6,648.82	C	39.13	6,781.80
	D	36.67	6,356.38	D	37.58	6,514.58	D	38.52	6,677.44	D	39.49	6,844.38	D	40.28	6,981.26	D	41.08	7,120.89
	E	38.50	6,673.59	E	39.46	6,840.31	E	40.45	7,011.31	E	41.46	7,186.60	E	42.29	7,330.33	E	43.14	7,476.93

"Attachment A"

	7/1/11 Hourly Rates 2011/2012 Salary Plan (with 2.5% salary inc.)			7/1/12 Hourly Rates 2012/2013 Salary Plan (with 2.5% salary inc.)			7/1/13 Hourly Rates 2013/2014 Salary Plan (with 2.5% salary inc.)			7/1/14 Hourly Rates 2014/2015 Salary Plan (with 2.5% salary inc.)			7/1/15 Hourly Rates 2015/2016 Salary Plan (with 2% salary inc.)			7/1/16 Hourly Rates 2016/2017 Salary Plan (with 2% salary inc.)		
Recreation Manager	A	39.32	6,815.73	A	40.30	6,986.07	A	41.31	7,160.73	A	42.34	7,339.74	A	43.19	7,486.54	A	44.06	7,636.27
	B	41.29	7,157.21	B	42.32	7,335.38	B	43.38	7,518.76	B	44.46	7,706.73	B	45.35	7,860.87	B	46.26	8,018.08
	C	43.35	7,514.29	C	44.44	7,702.15	C	45.55	7,894.70	C	46.69	8,092.07	C	47.62	8,253.91	C	48.57	8,418.99
	D	45.52	7,890.44	D	46.66	8,087.25	D	47.82	8,289.43	D	49.02	8,496.67	D	50.00	8,666.60	D	51.00	8,839.94
	E	47.80	8,285.65	E	48.99	8,491.62	E	50.21	8,703.91	E	51.47	8,921.50	E	52.50	9,099.93	E	53.55	9,281.93
Redevelopment Manager	A	53.88	9,339.56	A	55.23	9,572.61	A	56.61	9,811.93	A	58.02	10,057.23	A	59.18	10,258.37	A	60.37	10,463.54
	B	56.57	9,805.84	B	57.99	10,051.24	B	59.44	10,302.52	B	60.92	10,560.09	B	62.14	10,771.29	B	63.38	10,986.72
	C	59.40	10,296.40	C	60.89	10,553.81	C	62.41	10,817.65	C	63.97	11,088.09	C	65.25	11,309.85	C	66.55	11,536.05
	D	62.37	10,811.22	D	63.93	11,081.50	D	65.53	11,358.53	D	67.17	11,642.50	D	68.51	11,875.35	D	69.88	12,112.85
	E	65.49	11,352.04	E	67.13	11,635.57	E	68.81	11,926.46	E	70.53	12,224.62	E	71.94	12,469.11	E	73.38	12,718.50
Solid Waste Manager	A	43.48	7,536.82	A	44.56	7,724.16	A	45.68	7,917.27	A	46.82	8,115.20	A	47.75	8,277.50	A	48.71	8,443.05
	B	45.65	7,912.97	B	46.79	8,110.37	B	47.96	8,313.13	B	49.16	8,520.96	B	50.14	8,691.38	B	51.15	8,865.21
	C	47.93	8,308.19	C	49.13	8,515.89	C	50.36	8,728.79	C	51.62	8,947.01	C	52.65	9,125.95	C	53.70	9,308.47
	D	50.33	8,724.20	D	51.59	8,941.69	D	52.88	9,165.23	D	54.20	9,394.36	D	55.28	9,582.25	D	56.39	9,773.89
	E	52.85	9,161.02	E	54.17	9,388.77	E	55.52	9,623.49	E	56.91	9,864.08	E	58.05	10,061.36	E	59.21	10,262.58
Streets Manager	A	42.89	7,434.55	A	43.96	7,619.41	A	45.06	7,809.90	A	46.18	8,005.15	A	47.11	8,165.25	A	48.05	8,328.55
	B	45.03	7,805.50	B	46.16	8,000.38	B	47.31	8,200.39	B	48.49	8,405.40	B	49.46	8,573.51	B	50.45	8,744.98
	C	47.28	8,195.52	C	48.46	8,400.40	C	49.68	8,610.41	C	50.92	8,825.67	C	51.94	9,002.19	C	52.97	9,182.23
	D	49.64	8,604.60	D	50.89	8,820.42	D	52.16	9,040.93	D	53.46	9,266.96	D	54.53	9,452.30	D	55.62	9,641.34
	E	52.12	9,034.48	E	53.43	9,261.44	E	54.77	9,492.98	E	56.14	9,730.31	E	57.26	9,924.91	E	58.40	10,123.41
Wastewater Operations Manager	A	43.87	7,604.43	A	44.96	7,793.46	A	46.09	7,988.30	A	47.24	8,188.00	A	48.18	8,351.76	A	49.15	8,518.80
	B	46.06	7,984.04	B	47.21	8,183.13	B	48.39	8,387.71	B	49.60	8,597.40	B	50.59	8,769.35	B	51.60	8,944.74
	C	48.36	8,382.72	C	49.57	8,592.29	C	50.81	8,807.10	C	52.08	9,027.28	C	53.12	9,207.82	C	54.18	9,391.98
	D	50.78	8,802.21	D	52.05	9,021.90	D	53.35	9,247.45	D	54.68	9,478.64	D	55.78	9,668.21	D	56.89	9,861.58
	E	53.32	9,242.49	E	54.65	9,473.00	E	56.02	9,709.83	E	57.42	9,952.57	E	58.57	10,151.62	E	59.74	10,354.65
Water Operations Manager	A	43.87	7,604.43	A	44.96	7,793.46	A	46.09	7,988.30	A	47.24	8,188.00	A	48.18	8,351.76	A	49.15	8,518.80
	B	46.06	7,984.04	B	47.21	8,183.13	B	48.39	8,387.71	B	49.60	8,597.40	B	50.59	8,769.35	B	51.60	8,944.74
	C	48.36	8,382.72	C	49.57	8,592.29	C	50.81	8,807.10	C	52.08	9,027.28	C	53.12	9,207.82	C	54.18	9,391.98
	D	50.78	8,802.21	D	52.05	9,021.90	D	53.35	9,247.45	D	54.68	9,478.64	D	55.78	9,668.21	D	56.89	9,861.58
	E	53.32	9,242.49	E	54.65	9,473.00	E	56.02	9,709.83	E	57.42	9,952.57	E	58.57	10,151.62	E	59.74	10,354.65

Side Letter to the 2012-17 Memorandum of Understanding ("MOU") between the City of Brentwood ("City") and the Managers and Confidential Employees' Association confirming the City's intent to apply the requirements of the Public Employees' Pension Reform Act of 2013 ("PEPRA")

The City and Managers and Confidential Employees' Association 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. Section 20 – Retirement Plan

   Insert sub-section 20.3 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% at 62 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., 2% @ 60), 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 representative of the Managers and Confidential Employees' Association and the City Negotiator, as authorized by the City Council, have reached agreement on the above adjustment this 30th 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.

BRENTWOOD MANAGERS AND CONFIDENTIAL EMPLOYEES' ASSOCIATION

Leuboldina Scherff, President

CITY OF BRENTWOOD

for Paul R. Eldredge, City Manager

Side Letter of Agreement Between
City of Brentwood and the Managers and Confidential Employees' Association

March 24, 2014

This side letter of agreement is executed by and between the City of Brentwood ("City") and the Managers and Confidential Employees' Association.

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 Managers and Confidential Employees' Association have mutually agreed to the following modifications to the 2012-2017 Memorandum of Understanding ("MOU") between the City and the Managers and Confidential Employee's Association.

1. Modification to MOU Section 14.1: The maximum medical premium paid by the City shall be increased by $100 per month, to a total of $1,326.63 per month 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.

2. Modification to MOU Section 14.1: Employees hired on or after July 1, 2012 shall receive the same medical premium paid by the City as those hired before July 1, 2012. Accordingly, the second tier of medical benefits – for employees hired on or after July 1, 2012 – shall be eliminated.

3. Modification to MOU Section 14.4: 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 following 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.

All other terms and conditions of the MOU between the City and the Managers and Confidential Employees' Association shall remain in full force and effect. This side letter of agreement shall remain in effect until June 30, 2017 unless the terms and conditions herein are superseded by further agreement of the parties or resolution of the City Council.

The undersigned representatives of the Managers and Confidential Employees' Association and the City Negotiator, as authorized by the City Council, have reached agreement on the above adjustment this 24th day of March, 2014, to be effective May 1, 2014. The above item will be presented to the City Council for approval at the City Council meeting of April 8, 2014 or as soon thereafter as possible.

Managers and Confidential Employees' Association

3/24/14
Representative

CITY OF BRENTWOOD

Paul R. Eldredge, City Manager

Jagta Dhaliwal 3-24-14
Representative

Side Letter of Agreement Between
City of Brentwood and the
Managers and Confidential Employees' Association

October 14, 2014

This side letter of agreement is executed by and between the City of Brentwood ("City") and the Managers and Confidential Employees' Association (the "Association") (each a "Party" and collectively, the "Parties").

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

1) A new Section 2.4 is hereby added to the MOU to read as follows:

"Upon receipt of a signed authorization form from an individual member of the Association, the City shall deduct Association dues from the member's second payroll check of each month. A check for the deduction will be issued monthly payable to the Managers and Confidential Employees' Association and will be delivered via inter-office mail to the Association Treasurer (or other member designated, in writing, by the Association President).

Authorization of dues deduction by an Association member may be revoked by providing 30 days' notice, in writing, to the Association President and the City Manager.

The Association shall indemnify and hold harmless the City, its officers and employees from and against all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits and judgments and any other proceedings arising out of any collection of the dues described above. "

All other terms and conditions of the MOU between the Parties shall remain in full force and effect. This side letter of agreement shall remain in effect until June 30, 2017 unless the terms and conditions herein are superseded by further agreement of the Parties or by resolution of the City Council.

The undersigned representatives of the Association and the City Negotiator, as authorized by the City Council, have reached agreement on the above adjustment this 14th day of October, 2014, to be effective November 30, 2014. The above item will be presented to the City Council for approval at the City Council meeting of October 14, 2014, or as soon thereafter as possible.

Managers and Confidential Employees' Association

Association President

CITY OF BRENTWOOD

Steven M. Salomon, Interim City Manager

Side Letter of Agreement Between
City of Brentwood and the Managers and Confidential Employees' Association

This Side Letter of Agreement is executed by and between the City of Brentwood ("City") and the Managers and Confidential Employees' Association.

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 Managers and Confidential Employees' Association have mutually agreed to the following modifications to the 2012-2017 Memorandum of Understanding ("MOU") between the City and the Managers and Confidential Employees' Association.

1. Modification to MOU Section 6:

    - Retroactive to July 1, 2014, all salary ranges shall be increased 1% (in addition to the 2.5% increase which went into effect on July 1, 2014 pursuant to Section 6 of the MOU).

    - Effective July 1, 2015, all salary ranges shall be increased by 1% (in addition to the 2% increase to go into effect on July 1, 2015 pursuant to Section 6 of the MOU).

    - Effective July 1, 2016, all salary ranges shall be increased 1% (in addition to the 2% increase to go into effect on July 1, 2016 pursuant to Section 6 of the MOU).

2. Elimination of MOU Section 6.1: Section 6.1 of the MOU shall be null and void and no further reopener negotiations described in Section 6.1 will occur before the expiration of the current MOU on June 30, 2017, unless mutually agreed to by the City and the Managers and Confidential Employees' Association.

Except for the terms and conditions referred to above, all other terms and conditions of the MOU between the City and the Managers and Confidential Employees' Association 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 Managers and Confidential Employees' Association and the City Manager, as authorized by the City Council, have reached agreement on the above adjustments this 14th day of January, 2015.

Managers and Confidential Employees' Association

1/16/15

Representative 1 Date

Chris Ziemann

Representative 1 -- Printed Name

1/16/15

Representative 2 Date

Casey Wilkerson

Representative 2 – Printed Name

CITY OF BRENTWOOD

for 1-20-15

Steve Salomon, Date

Interim City Manager