

# Employment Agreement Between



**City of Hercules**

*and*

**Hercules Senior Managers**

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## **PREAMBLE**

This Agreement is adopted to establish and promote certain salary, benefit and other conditions of employment applicable to the Senior Management.

As noted in Hercules Municipal Code Section 2.3.104 the City Manager has the power to appoint and remove all department heads and all other subordinate officers and employees, including the City Clerk and City Treasurer, and excluding the City Attorney, and all other powers enumerated in the City Code.

This agreement also provides inducement for current and future Senior Managers to accept and remain in such employment and to encourage full work productivity and administrative stability and independence by assuring morale and peace of mind with respect to future job security.

Senior Management employees eligible for coverage under this Agreement are listed on the attachments to this document and incorporated by reference into this agreement and made a part hereof.

### **Article 1      Employment**

#### **1.1      Senior Manager Services and Duties**

The Senior Managers shall be supervised or directed by the City Manager or his/her designee in their work for the City. Each Senior Manager agrees to provide the services described in their respective job description, devote full time and attention to the duties assigned and inherent in their respective job description, and to fully and faithfully discharge their duties and responsibilities to the City of Hercules.

#### **1.2      Hours of Work**

Senior Managers shall work the number of hours necessary and sufficient to professionally discharge the duties and assignments described in Article 1.1. Senior Managers are granted discretion regarding the times they start and finish their work days, as well as the days they work. The City may from time to time require specific work start or finish times or both. Senior Managers shall work a minimum of forty (40) hours per week, except when vacation, sick or other approved leave is taken.

#### **1.3      City's Responsibilities and Duties**

The City agrees to provide each Senior Manager with sufficient information and resources for the efficient discharge of their assigned duties. The City further agrees to provide regular and timely annual

performance evaluations and other performance feedback to each Senior Manager.

#### **1.4 At Will Employment**

Senior Managers are at will employees. Either party may terminate this employment agreement at any time during its term for any or no cause, provided such termination does not violate any federal, state or other applicable law.

#### **1.5 Confidential Information**

Senior Managers have a duty to not to disclose confidential information they receive during the course of their employment. This includes but is not limited to closed session meeting agenda items, confidential personnel matters, pending litigation, or any other information of a confidential nature. Senior Managers who knowingly disclose any confidential information to anyone not entitled to receive such information are subject to discipline.

### **Article 2 Compensation**

#### **2.1 Salaries**

The City conducted a Compensation and Classification Study in April 2008. The City agrees to compensate each participating member of the Senior Managers group, as indicated in their respective attachments to this agreement, consistent with the pay steps and salary ranges resulting from the study.

The City may conduct additional compensation salary and classification studies at least every five years from the adoption of this agreement.

The City shall automatically deposit 2% of each Senior Manager's salary into the individual Senior Manager's VantageCare Retiree Health Savings program (described in Section 5.7). This benefit is paid from the Senior Manager's salary and not by the City.

#### **2.2 Salary Step/Merit Adjustments**

Salary/Merit adjustments may be made by the City Manager according to established City policy. Performance reviews, including a salary review, will occur annually on each Senior Manager's anniversary date.

#### **2.3 Cost of Living Adjustments**

Senior Managers shall receive cost of living adjustments (COLA) consistent with the highest COLA received by any bargaining unit in the City during the term of this agreement. Senior Manager COLA adjustments shall be paid retroactively to the date received by the applicable bargaining unit.

**2.4 Deferred Compensation**

Senior Managers shall receive an employer contribution equivalent to 4% of their salary from the City, deposited into the City sponsored 401A Deferred Compensation Plan, consistent with the limits, policies and conditions established by the ICMA and Federal Tax laws.

Senior Managers may make voluntary contributions to the ICMA 457 Deferred Compensation Plan through payroll deduction subject to the limits, policies and conditions established by the ICMA and Federal Tax laws.

**2.5 Longevity**

Senior Managers shall receive additional compensation, notwithstanding any other salary adjustment, based upon their length of service to the City according to the following schedule:

Completion of 7 years of service	additional \$200 per month
Completion of 10 years of service	additional \$300 per month
Completion of 13 years of service	additional \$400 per month
Completion of 16 years of service	additional \$500 per month

The computation of Longevity Increases shall not be cumulative.

**2.6 Management Incentive**

The City Manager may approve a Management Incentive of \$200.00 per month for Senior Managers who are not assigned a City vehicle for use of their personal vehicle to conduct City Business.

**2.7 Credit Toward City Services**

Each Senior Manager shall receive up to \$300.00 per year non-cash credit which may be applied to the cost of any City program fees incurred by the Senior Manager or immediate family member. Such credit is not transferable and cannot be converted to cash. This credit shall only apply to services provided directly by the City and not to any third party service provider.

**2.8 Conversion of Accrued Leave**

Upon retirement or separation from City employment Senior Managers shall receive cash out equivalent for any eligible unused leave balances. Separating Senior Managers shall have the option of receiving cash out or depositing the unused leave balance into their 457 Deferred Compensation Plan, subject to Federal law plan limits.

**2.9 Compensatory Time Off**

Compensatory Time Off (CTO) is normally not accrued for exempt Senior Managers, however, should CTO be on the employer's books for reasons such as change in position or a carryover from other terms and conditions with the employer, it will qualify as eligible for conversion to either the Senior Manager's 401A or 457 Plan. Any such conversion must occur within 30 days of appointment as a Senior Manager.

**2.10 Uniform Pay**

Public Safety Senior Managers shall receive uniform pay equal the highest amount that received by members of any Public Safety bargaining unit within the City.

**2.11 Bonus Pay**

As recognition of a specific, non-permanent work effort or in recognition of ongoing job performance which has consistently exceeded the highest standards, Bonus Pay may be awarded to a Senior Manager by the City Manager. The range of this Bonus Pay may be from 2% to 10% of the Senior Manager's annual salary and be paid in one lump sum payment. Senior Managers have the option of depositing any such bonus payment into their 457 Deferred Compensation Plan or 401A Plan, subject to plan limits.

**2.12 Buy Back of Military Service Time**

After two years of employment with the City, Senior Managers who have served in a recognized branch of the United States military (Army, Navy, Air Force, Marines and Coast Guard) may request that the City buy back up to four years of military service time as PERS retirement service credit. The City shall award this benefit, at no cost to the Senior Manager, in recognition of outstanding service to the City.

**2.13 Supplemental Optional Monies Allowance for Retirees (SOMAR)**

The City agrees to provide an optional monetary allowance of \$202.50 per month upon adoption of this agreement, along with an annual adjustment equal to the consumer price index for the Alameda and Contra Costa County area, not to exceed three percent, to Senior Managers who retire as regulated by the Public Employee's Retirement System. To be eligible for the optional monies, a Senior Manager must retire as follows:

1. Service Retirement: Senior Managers who have served the City for at least ten (10) consecutive years immediately prior to retirement and are at least fifty (50) years old when they separate service from the City.
2. Disability Retirement: Senior Managers who retire with a disability retirement are not required to be a certain age, but must have at least twenty (20) years of service with the City.

To be eligible for the optional money allowance, Senior Managers must also have the minimum amount of sick leave accrued, as outlined in the chart below. If a Senior Manager has below the amount of sick leave required for their years of service, then they will only be eligible for the percentage paid equivalent to the amount of sick leave they do have accrued.

Years of Service	Accrued Sick Leave	Percentage of Optional Money Available
10	480	50
11	528	55
12	576	60
13	624	65
14	672	70
15	720	75
16	768	80
17	846	85
18	864	90
19	912	95
20	960	100
21	960	100
22	960	100
23	960	100
24	960	100
25	No minimum amount required	100

Senior Managers who separate service from the City of Hercules, but do not retire as a PERS annuitant, shall not be eligible for medical retirement under this program.

3. Retiree Reaches Age 65

The City will pay a portion of the optional money to a retiree until the retired Senior Manager reaches age 65, upon which they are required to enroll in Medicare. At that time, the optional money will drop to an amount equivalent to the Kaiser Supplemental to Medicare rate through PERS. The retired Senior Manager will be eligible for the same percentage of the Supplemental Optional Monies as they were eligible for under the Basic Optional Monies plan. Senior Managers who are not eligible for Medicare must provide the City proof that they are not eligible for Medicare, either through their own employment history or their spouse's and after providing such proof, the city will continue to pay the percentage of the Basic Optional Monies Plan. If proof is not provided, the City will automatically begin paying the Supplemental Optional Monies Plan percentages.

This benefit is expected to last into perpetuity. The funds being established for this program may not be used by the City or the Senior Management Employee Group for any purpose other than what is expressly stated in this section of this Agreement. If in the future the City and the Senior Management Employee Group mutually agree to end or modify this benefit, they can do so only for active employees. Conversely, if the City and the Senior Management Employee Group increase this benefit, they can do so only for active employees and retired Senior Manager benefits will remain the same as it was when they retired.

The City shall provide to the Senior Management Employee Group with an annual statement of prior year balances in the medical retirement fund no later than December 31<sup>st</sup> of each year.

Payment will be made on a bi-annual basis. The optional money allowance for the months of January through June will be made the third week in July; July through December will be paid the third week in January of each year. Checks will be mailed to the address on file. Supplemental Optional Money payments are subject to applicable Federal and State Income Tax regulations.

**Article 3 Leave**

**3.1 Sick Leave**

The City shall provide paid sick leave benefits to all Senior Managers which accrues at the rate of eight (8) hours per month. The maximum sick

leave accrual for Senior Managers is 2080 hours. If a Senior Manager has 2080 hours (one year) of accrued unused sick leave, the Senior Manager shall cease earning sick leave until such time as their unused balance falls below 2080 hours.

Senior Managers are not subject to sick leave accrual deduction for absences of less than one (1) day for sickness or personal medical appointments. This section does not preclude the City Manager from requiring Senior Managers to report absences due to sickness of less than one (1) day.

### **3.2 Vacation Leave**

Senior Managers shall earn vacation leave every pay period at the following annualized rate:

0 to 4 years of service	96 hours
5 years to 9 years of service	120 hours
10 to 15 years	144 hours
16 to 19 years	160 hours
20 year plus	176 hours

Senior Managers may not use vacation accruals prior to six months of employment without approval of the City Manager.

Senior Managers who reach 240 hours of accrued unused vacation shall cease earning any vacation until their vacation accrual falls below 240 hours. No vacation may be earned by a Senior Manager on an unpaid leave if the leave exceeds 10 consecutive workdays.

Senior Managers may convert to cash and receive a minimum of 40 hours of accrued unused vacation leave each year.

On June 30 of each year the City shall automatically convert to cash all Senior Managers' vacation leave accrual hours in excess of 200 and deposit the cash balance into the individual Senior Manager's VantageCare Retiree Health Savings Program (described in Section 5.7).

### **3.3 Executive Leave**

Senior Managers shall receive 80 hours of Executive Leave on July 1 of each year as flexible compensation for the irregular duty periods, work in excess of 40 hours per week, and unpredictable demands on Senior Managers' time. Executive Leave must be used prior to June 30 of the fiscal year it was awarded or it is lost. On June 30 of each year the City shall automatically convert to cash all Senior Managers' unused Executive

Leave and deposit the cash balance into the individual Senior Manager's VantageCare Retiree Health Savings program (described in Section 5.7).

New Senior Managers shall receive credit for Executive Leave based on hire date as follows:

**Executive Leave Accrual**

<b>Date of Employment</b>	<b>Credit for Executive Leave</b>
July 1 through September 30	60 hours
Oct 1 through December 31	40 hours
Jan 1 through March 31	20 hours
April 1 through June 30	0 hours

**3.4 Bereavement Leave**

Bereavement Leave of up to 24 hours shall be provided to Senior Managers in the event of a death in the immediate family of the Senior Manager. In addition to the 24 hours of bereavement leave, Senior Managers may use accrued unused vacation or sick leave to extend their bereavement leave up to a total of forty hours. At the discretion of the City Manager, or designee, additional time may be taken by the Senior Manager using their accrued leave. City paid bereavement leave shall be limited to a maximum of 24 hours per incident.

The immediate family of a Senior Manager is defined as: parents, step-parents, parents-in-law, spouse, domestic partner, child, step-child, brother, sister, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian.

In special cases, the City Manager or designee may approve additional bereavement leave or a leave of absence for bereavement in other circumstances.

**3.5 Authorized Leaves of Absence without Pay**

Requesting Leave:

Upon request, the City Manager may grant a Senior Manager an unpaid leave of absence not to exceed three (3) months. Such leave shall be discretionary and based upon the needs of the City. Whenever possible, such request shall be submitted at least six (6) weeks in advance. Approval of the request may be with specific terms and conditions negotiated by the City Manager and the Senior Manager.

Extension of Leaves:

During the period of the Leave of Absence, a Senior Manager may request that the leave be extended by submitting such a request in writing to the City Manager stating the reason for the extension. Such a request may be approved or disapproved by the City Manager as described in the above section. Under normal circumstances, no Leaves of Absence exceeding one (1) year will be granted.

### **3.6 Jury Duty**

The City provides jury duty leave with pay for all Senior Managers who are called upon to serve for court jury duty according to the following provision:

1. A Senior Manager called for jury duty shall immediately provide the City Manager with a copy of the jury summons.
2. If the Senior Manager is dismissed by the Court and three (3) hours or more remain in the workday, they are expected to report to work.
3. Senior Managers' compensation for jury duty shall be limited to three months (63 work days). Senior Managers whose jury service is in excess of three months (63 work days) may make a request to the City Manager or designee for continued payment. A Senior Manager serving jury duty in excess of the above limit may use accrued unused vacation or other approved leave to continue pay.

### **3.7 Military Leave**

The City shall comply with all State and Federal requirements regarding military duty leave.

### **3.8 Pregnancy Disability Leave**

A Senior Manager disabled due to pregnancy may be entitled to a leave of absence for the period of disability up to three months. Senior Managers on Pregnancy Disability Leave may utilize accrued unused sick leave and vacation during the leave period.

### **3.9 Family and Medical Leave Act**

The parties acknowledge the applicability of the Family and Medical Leave Act and the California Family Rights Act and intend to apply and implement this Agreement so as to comply with both State and Federal Law.

### **3.10 Voting Leave**

Consistent with the provisions of California law, Senior Managers shall be granted sufficient time to vote during municipal, primary and general elections.

**3.11 Sabbatical Leave**

Sabbatical Leave is provided as a major means by which Senior Managers may promote their professional competence and so improve the performance of the organization through continued learning through study, research, writing, and travel.

Senior Managers shall receive eighty (80) hours of Sabbatical Leave at the completion of seven years of service, which shall be on the eighth anniversary of their appointment as a Senior Manager. Senior Managers shall also receive eighty (80) hours of Sabbatical Leave upon the completion of fourteen years of service, which shall be on the fifteenth anniversary of their appointment as a Senior Manager.

Senior Managers may request and take Sabbatical Leave at any time after Sabbatical Leave Time has accrued, subject to prior approval by the City Manager. Sabbatical Leaves must be taken within one year of accrual of Sabbatical Leave Time. Sabbatical Leaves must be taken as a single period of ten consecutive business days or two periods of five consecutive business days each.

**3.12 Supplemental Leave**

The City Manager may award up to 40 hours of Supplemental Leave to any Senior Manager each year, based on extended hours of work, job performance or other circumstances. Supplemental leave must be used within one calendar year of the date awarded or it is lost.

**Article 4 Holidays**

**4.1 Proclaimed Holidays**

Senior Managers shall receive 13 designated holidays per year to be observed during each Fiscal Year (July 1-June 30). Senior Managers normally scheduled to work on those days will be given eight (8) hours off with pay provided they are eligible as set forth below. Floating Holidays may not be carried forward from one fiscal year to the next and are not compensable at the time of separation from City service.

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving

- Christmas Eve Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Two Floating Holidays

Senior Managers on approved vacation or sick leave shall not be charged vacation or sick leave for the Holiday.

#### **4.2 Additional Christmas Holidays**

Senior Managers shall receive paid leave during the Christmas week consistent with the highest amount received by any bargaining unit in the City and as specifically designated by the City Manager. To be eligible for the Additional Christmas Holidays, Senior Managers must have either worked or have been in approved paid leave status the equivalent of 15 or more full workdays during the previous thirty (30) days, exclusive of overtime. A Senior Manager on approved vacation or sick leave shall not be charged vacation or sick leave if these Holidays fall during their approved leave.

### **Article 5 Benefits**

#### **5.1 Retirement**

The City agrees to provide all Senior Managers with retirement benefits under the terms of its current Retirement Plan with CalPERS, including Employer Paid Member Contribution. The City of Hercules agrees to investigate and determine if it is feasible to provide the single highest year benefit formula, January 1, 2010, subject to completion of meetings with the Senior Managers to amend this Agreement.

The City agrees to research the feasibility and costs to provide the PERS 2.5% @ 55 benefit formula to all non safety Senior Managers. The City agrees to meet with the Senior Managers to discuss this issue in October 2009.

All public safety Senior Managers shall receive PERS retirement benefits computed at the highest formula, to include final year benefit formula, received by any public safety bargaining unit within the City.

#### **5.2 Medical, Vision and Dental Insurance**

Senior Managers shall receive medical and vision coverage consistent with the highest level of similar coverages received by any bargaining unit in the City.

For dental coverage the City shall pay 100 percent of the monthly premium through Delta Dental Plan of California for each Senior Manager and qualified dependents up to \$2,500 per calendar year for each family member. The City shall provide orthodontia coverage 50 percent with a lifetime maximum of \$4,000 for each eligible family member.

### **5.3 Alternative to Medical Insurance**

If a Senior Manager elects no health coverage, and can demonstrate to the City, on an annual basis or any other time upon request, that the Senior Manager has alternative health care coverage, the Senior Manager shall be entitled to any one of the following options:

1. The City will pay 50% of the eligible contribution into the Senior Manager's 457 Plan account; or
2. The City will pay to the Senior Manager directly 25% of the eligible contribution in cash; or
3. At the Senior Manager's option, the City will pay a portion of the eligible contribution to increase the Senior Manager's supplemental life insurance coverage and the Senior Manager will receive the remainder of the eligible contribution under either option one or two above.

If a Senior Manager's alternative health coverage is lost due to unforeseen circumstances, the Senior Manager will upon request be covered by the City's health plan, subject to carrier approval.

### **5.4 Life Insurance and AD&D**

The City agrees to provide Senior Managers \$100,000 term life insurance and accidental death and dismemberment insurance at no cost to the Senior Manager. Additional coverage on the same policy may be purchased by individual Senior Managers through approved payroll deduction.

### **5.5 Long and Short Term Disability Insurance**

Senior Managers shall receive long-term disability insurance consistent with the highest level of similar coverage received by any bargaining unit in the City, at no cost to the Senior Manager.

### **5.6 Employee Assistance Plan**

The City agrees to continue an Employee Assistance Counseling Program for all Senior Managers. Individuals eligible for coverage include Senior Managers and their household members. The term household members encompasses anyone living in the Senior Manager's household and can include, as examples, spouse, domestic partners, grandparents, sister or grandchildren, and eligible dependents.

**5.7 Conversion of Unused Leave to VantageCare Account**

The City agrees to establish a Retiree Health Savings Plan using the ICMA VantageCare Program. Senior Managers will be permitted to cash out and deposit unused leave accruals in their Retiree Healthcare Savings Plan as described below and in the accompanying provisions of this Agreement:

On June 30 of each year the City shall automatically convert to cash each Senior Manager's vacation leave accrual hours in excess of 200 and deposit the cash balance into the individual Senior Manager's VantageCare Retiree Health Savings Program.

On June 30 of each year the City shall automatically convert to cash all Senior Managers' unused Executive Leave and deposit the cash balance into the individual Senior Manager's VantageCare Retiree Health Savings program.

**5.8 Education Reimbursement**

Senior Managers shall be eligible to receive up to \$4,000.00 per fiscal year for reimbursement of expenditures by the Senior Manager on tuition, books, travel and any other costs associated with their successful completion of any professional or educational program approved by the City Manager. This benefit shall be funded at the rate of \$30,000 per year and is available to Senior Managers on a first come, first served basis. Once the total annual benefit amount of \$30,000 is reached, the benefit is no longer available to any Senior Manager until the next fiscal year.

**5.9 Computer Loan Program**

Senior Managers shall be eligible to participate in the City's Computer Loan Program under the following terms:

Eligibility: Eligible Senior Managers must have completed their initial one year probation period with the City and must maintain a balance of up to 40 hours of vacation and/or compensatory time until the loan is paid in

full. The hours employee must maintain will vary depending on the amount borrowed.

Maximum Loan Amount: The City will loan Senior Managers a maximum of \$2,500 for the purchase of computer hardware and software. Senior Managers may not have more than one loan outstanding at any time. If the purchase exceeds \$2,500, the remainder of the purchase is the responsibility of the Senior Manager.

Interest: No interest will be charged by the City on loans under this program.

## **Article 6 Separation from Employment**

### **6.1 Separation Notice Payment**

Senior Managers who have more than three years of service and voluntarily separate from employment with the City and provide at least thirty (30) calendar days notice of separation shall receive a Separation Notice Payment. The Separation Notice Payment will be a sum equaling the most recent two weeks' regular compensation received by the Senior Manager, including longevity pay and all other monetary incentive compensation received immediately prior to the date of notice. Senior Managers who separate as a result of medical or other retirement shall not be eligible to receive this benefit.

Senior Managers who have more than three years of service and are involuntarily separated from their employment with the City shall receive twelve weeks separation pay. Such separation pay shall include longevity pay and all other monetary incentive compensation the Senior Manager received while employed by the City.

### **6.2 Confidentiality**

In the event of termination of employment, the Parties agree that neither the City nor Senior Manager shall, for a period of six months, make any statement, orally, in writing or otherwise, regarding the reasons for or circumstances of termination, to any person or organization other than:

- a) In the case of the City: its legal counsel and/or City Council
- b) In the case of the Senior Manager: to legal counsel and/or immediate family.

This provision shall expressly include communication to prospective future employers, unless otherwise required by law.

## **Article 7 Severability of Provisions**

Should any section, or clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidations, the parties agree to meet and confer concerning substitute provision for the provisions rendered or declared illegal.

**Article 8      Term**

This Agreement shall remain in full force and effect until such time as it is amended or a new Agreement is negotiated.

**ATTACHMENT A  
For Senior Managers**

This is the list of regular classifications or positions scheduled regularly and covered by the Senior Managers Employment Agreement working conditions.

	Position	Grade	Status
1.	Administrative Services Director/City Clerk	54	Exempt
2.	Assistant City Manager	57	Exempt
3.	Chief of Police	57	Exempt
4.	Economic Development Director	55	Exempt
5.	Finance and Personnel Director	56	Exempt
6.	Planning Director	55	Exempt
7.	Public Works Director	57	Exempt
8.	Special Projects Director	55	Exempt

