

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRENTWOOD
AND
THE BRENTWOOD EMPLOYEES' ASSOCIATION/
MISCELLANEOUS OFFICE DIVISION**

July 1, 2021 – June 30, 2024

Approved: July 27, 2021
Resolution No. 2021-90

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**2021 - 2024 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRENTWOOD AND
BRENTWOOD EMPLOYEES' ASSOCIATION/MISCELLANEOUS OFFICE DIVISION**

The Brentwood Employees' Association/Miscellaneous Office Division (BEAMOD) 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 freely exchanged 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 ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Codes Sections 3500-3510) and has been jointly prepared by both parties.

This MOU 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, 2021 and ending June 30, 2024.

SECTION 1 Recognition and Representation

1.1 Association Recognition

The Brentwood Employees' Association/Miscellaneous Office Division, ("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 Brentwood City Council ("City"), is the representative of 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 February 28, 2012.

SECTION 2 Association Rights

2.1 The Association may use 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 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 their 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.

2.4 Association Dues

2.4.1 Dues Deductions and Remittance

Upon certification from the Association that it has and will maintain individual employee authorization for dues deductions, the City shall deduct from the members' paycheck the amount determined by the Association and remit the funds to the Association on a monthly basis.

2.4.2 Membership Cancellation

Employees who express the desire to cancel their membership shall be directed to the Association. Only the Association shall have the right to cancel an employee's dues deduction.

2.4.3 Hold Harmless

The Association shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds the Association dues, service fees or charitable contributions which any employee was obligated to pay, but failed to pay, regardless of the reasons.

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 employees' performance of duties or delivery of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2) 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 reserved to the City shall include, but are not 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 MOU are not in any way, directly or indirectly, subject to a grievance procedure. Refer to the Personnel Rules/Regulations, Rule 12 Grievance Procedure for more information on matters subject to grievance.

SECTION 5 No Discrimination

The City and the Association agree 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, legitimate Association activity, or any other classification or category protected by law against any employee.

SECTION 6 Salaries

Effective July 1, 2021 through June 30, 2024, salary ranges for all employees in the Association will be set forth in Attachment "A" which is attached hereto and made a part hereof. Salary increase will be granted as follows:

Effective July 1, 2021 all ranges shall be increased by 3.25%.

Effective July 1, 2022 all ranges shall be increased by 3.25%.

Effective July 1, 2023 all ranges shall be increased by 3.25%.

The City will complete a salary survey by January 31, 2024.

SECTION 7 Hours of Work and Flexibility of Schedule

7.1 Standard Workday

The standard workday for most non-sworn employees is eight (8) hours per day. However, the eight (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, or any combination of the above or other option.

Police Dispatchers I/II and Police Dispatch Supervisors shall receive one thirty (30) minute paid meal period. Paid meal periods shall be considered hours worked and employees shall be subject to immediate return to duty.

7.2 Non-sworn employees at Brentwood Police Department

Non-sworn employees of the Brentwood Police Department are subject to shift work, including nights and weekends, as assigned by the Chief of Police. Shift plans, as determined by the Chief of Police, may include, but are not limited to, five/eights, four/tens, nine/eighty, or a three/twelve combination plan. Hours worked in excess of assigned workday hours shall be considered overtime for employees assigned to full time schedules, and shall be compensated at time and one-half. Part-time employees will be paid overtime based on hours actually worked, in accordance with the Fair Labor Standards Act. When practical, a one (1) month notice will be given prior to changing shifts.

Shift assignments and shift hours, as well as any rotations or changes, will be at the discretion of the Chief of Police. A shift differential of three percent (3%) of base salary will be paid to non-sworn employees of the Brentwood Police Department for the regularly assigned hours worked, other than overtime, between 2100 and 0700 hours the following day for swing shift and graveyard shift.

Police Dispatch Supervisors and Police Dispatchers I/II shall receive the above shift differential for the regularly assigned hours worked, other than overtime, between 2000 and 0600 hours the following day for swing shift and graveyard shift.

Employees of the Brentwood Police Department classified as Police Dispatcher I/II, Police Dispatch Supervisor, Police Records Clerk I/II, Senior Police Records Clerk, Community Service Officer I/II, Senior Community Service Officer Property and Evidence Technician I/II, or Senior Property and Evidence Technician shall:

- Select shifts by classification on the basis of seniority (date of hire) as follows:
 - The person with the greatest seniority will choose the available shift he/she desires. The person who is second in seniority will then choose from the remaining available shifts. This method of available shift selection continues in the same consecutive seniority manner.

Each shift selection consists of an approximate four (4) month period.

- Nothing herein shall be construed to prevent the temporary reassignment or restructuring of shifts due to circumstances that include, but are not limited to, illness, vacation, training, staff shortage or other special condition, provided that such change(s) shall only be for the duration reasonably necessary to address the circumstances giving rise to the modification(s).

The FLSA work periods for the Police Dispatcher I/II classification are as follows:

- Days: Wednesday at 2:00 p.m. to the following Wednesday at 1:59 p.m.
- Graves: Thursday at 2:00 a.m. to the following Thursday at 1:59 a.m.
- Swings: Wednesday at 10:00 p.m. to the following Wednesday at 9:59 p.m.

The Police Dispatch Supervisors will remain on the City's standard FLSA work period.

7.3 Standby Pay

Information Services Technicians assigned to standby shall be compensated \$440.46 for each full week (seven [7] calendar days) the employee is on standby. The base rate for a full week of standby pay shall be equal to the standby rate paid to employees in the Public Works Division of the Brentwood Employees' Association.

7.3.1 As determined by the Chief Information Systems Officer, standby pay applicable to the Dispatch Center shall be paid based on a pre-assigned work schedule with the weekly standby base rate pro-rated based on the number of days assigned.

7.3.2 In recognition of the significant public safety need for prompt response to Dispatch Center Information Systems issues, Dispatch Center standby assignments will be limited to Information Services Technicians who agree to be present within the cities of Antioch, Brentwood, Byron, Discovery Bay, Oakley, or Pittsburg, or within a 15-mile radius of the Dispatch Center, while assigned to Dispatch Center standby. In the case of extraordinary scheduling difficulties, the Director of Administrative Services may authorize an exception to these geographic boundaries on a case-by-case basis.

7.4 Daylight Savings Time

Effective upon Council adoption, if the changeover from Daylight Savings Time to Standard Time in the fall results in an extended workday, employees shall be compensated for the actual number of hours worked, including overtime compensation if appropriate. If the changeover from Standard Time to Daylight Savings Time in the spring results in a reduced workday, employees will be compensated for the actual number of hours worked, except that employees shall be allowed to work an additional hour, or debit available vacation, compensatory time or holiday leave balances to offset any loss of pay that would otherwise occur.

SECTION 8 Overtime and Compensatory Time

Contractual overtime will be accumulated for any time worked in excess of forty (40) hours per regularly scheduled work week. Overtime is earned in fifteen (15) minute increments. For the computation of overtime, pay, all sick leave, vacation, holiday and compensatory time used by an employee will be figured as part of that employee's workweek. An employee's schedule shall not be changed for the sole purpose of avoiding overtime except the City at its discretion may flex (adjust) employee work schedules with a minimum of a thirty (30) day notice, or less by mutual agreement, to avoid overtime when employees are sent to authorized training where

all or any portion of the training, including travel time, occurs outside of the employee's regular work schedule. Pursuant to Personnel Rules and Regulations, Rule 10.3.6, the City has the right to verify the validity of any sick leave usage of any employee at any time, including any sick leave used in a workweek that overtime is earned.

All overtime shall be accumulated on a time and one-half (1 ½) basis and paid in wages or in the form of compensatory time off as requested by the employee and approved by the Department Director or designee. In the event of a dispute, the Department Director's decision shall be final. There will be no minimum requirements for compensatory time held "on the books", but the maximum any employee may accumulate is sixty (60) hours.

8.1 Exception

Employees occupying the classifications that are required to staff positions subject to a 24/7 schedule may accrue a maximum amount of one hundred twenty (120) hours compensatory time.

SECTION 9 Other Pays

9.1 Call Out Pay

In the event an employee is called back to perform work after leaving the workplace at quitting time, the employee shall be compensated at time and one-half, starting from the time 1) he/she reports to the workplace, or 2) if able to complete the work remotely, begins performing the requested work for a minimum of two (2) hours, or the amount of time worked, whichever is greater. If an employee is called to report to work before their regular work time, any time worked up to that regular work time, starting from the time they report to the workplace, shall be compensated at time and one-half.

The City shall pay a minimum three (3) hour call out (at time and one-half) between the hours of 12:00 a.m. and 5:00 a.m.

9.2 Bilingual Premium Pay

The City shall pay \$25 per bimonthly pay period to individuals that are fluent in a second language, including 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 571 (a)(4) and 571.1 (b)(3).

9.3 Uniform Allowance – Police Department Employees

The City shall pay \$500 annual Uniform Allowance for each of its uniformed members working in the Police Department. Uniform Allowance will be paid through payroll as

follows: The first payroll each October and April will include half of the annual uniform allowance (less applicable taxes).

9.3.1 Exception

Employees occupying the classifications of Community Service Officer I/II, Property and Evidence Technician I/II, Senior Community Service Officer, and Senior Property and Evidence Technician shall receive \$1,000 annual Uniform Allowance. Police Dispatchers I/II and Police Dispatch Supervisors shall receive seven hundred fifty dollars (\$750) annual Uniform Allowance. The form of payment shall be as described above in Section 9.3.

9.4 Dispatcher Training Pay

As authorized by the Police Chief or designee, a Police Dispatcher I/II or Police Dispatch Supervisor assigned to train a probationary Police Dispatcher I/II will be eligible for an additional five percent (5%) of base salary for each hour spent training the probationary Police Dispatcher I/II, up to a maximum of one thousand (1,000) hours of training per probationary Police Dispatcher I/II. Only one employee shall be compensated for each hour of training.

9.5 Educational Incentive Pay

Possession of an Associate's degree from an accredited college or university which is not a minimum qualification for the relevant classification, and is verified by the City, shall entitle a bargaining unit member to an additional seventy five dollars (\$75) per month.

Possession of a Bachelor's degree from an accredited college or university which is not a minimum qualification for the relevant classification, and is verified by the City, shall entitle a bargaining unit member to an additional one hundred twenty five dollars (\$125) per month.

Possession of a Master's degree from an accredited college or university which is not a minimum qualification for the relevant classification, and is verified by the City, shall entitle a bargaining unit member to an additional one hundred seventy five dollars (\$175) per month.

Qualifying courses, and work associated with those courses, are to be pursued during the member's off duty time. No overtime shall be accrued for qualifying courses or work associated with those courses. This will not restrict any member from applying for time off, or making approved shift trades, in order to attend qualifying courses. Time off and shift trades shall be at the discretion of the direct supervisor and approval of the Department Head. Employees shall not be permitted to use City vehicles to attend qualifying courses.

9.6 Out of Classification Pay

As provided for in City Personnel Rules and Regulations, Rule 8.10, a temporary five percent (5%) increase to base salary may be granted to an employee, based upon justification by the Department Director, confirmation of available funds and approval of the City manager. This type of pay adjustment may be granted when an employee is performing duties and fulfilling a high level of responsibility that is clearly outside of the employee's classification description. Such pay adjustments shall continue at the discretion of the City Manager.

SECTION 10 Alternative Work Schedule

The City Manager is authorized to designate other, alternative, work periods and working hours for employees when, in their opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours. The procedure for making adjustments in the standard work period and hours shall be consistent with any applicable legal obligations.

SECTION 11 Court Time

Community Service Officers I/II, Police Dispatchers I/II, Property and Evidence Technicians I/II, Police Dispatch Supervisors, Senior Community Service Officers, and Senior Property and Evidence Technicians required to attend court while off-duty will receive a minimum of four (4) hours at time and one-half, or the actual time spent travelling to court, testifying and returning from court, computed at time and one half, whichever is more. Personnel attending court just prior to or at the end of a regularly scheduled shift will be paid for the actual amount of time just prior to or just after their regularly assigned shift that is utilized for court appearance purposes. Such overtime before or after shift will be compensated at time and one-half for the actual time spent directly before or after shift. Employees must be notified of a court cancellation no later than 5:00 p.m. on the prior business day of the scheduled court appearance. If not, the employee will be entitled to receive two (2) hours of pay at time and one-half.

SECTION 12 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) | 8) Veteran's Day (Observed) |
| 2) Martin Luther King Jr.'s Birthday (Observed) | 9) Thanksgiving Day |
| 3) Presidents' Day (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 |

Generally, as determined by the City, when a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall generally be observed on the following Monday. If the preceding Friday or succeeding Monday is also a holiday, then the holiday is observed on the next preceding or succeeding work day as determined by the City.

12.1 Holiday Leave for Employees Regularly Scheduled to Work Holidays

Non-exempt, non-sworn employees who are eligible for holiday pay in accordance with Personnel Rules and Regulations Rule 10, and who are on a scheduled day off shall receive the following compensation: eight (8) hours of holiday leave. The amount of holiday leave an employee may accrue shall be capped at ninety-six (96) hours.

12.2 Holiday Pay for Employees Required to Work on a Holiday

Non-exempt, non-sworn employees who are eligible for holiday pay in accordance with Personnel Rules and Regulations Rule 10, and who work on the holiday shall receive the following compensation: eight (8) hours of pay at the straight time rate of pay (holiday pay) plus an amount equal to one and one half times the rate of pay for all hours worked during the holiday.

SECTION 13 Vacation

13.1 Vacation Accrual for New Employees

No employee who has served less than six (6) months shall be eligible to use their vacation credits regardless of their accrual during the initial six (6) months of employment. However, upon completion of six (6) months of service, the employee will then be eligible to use accrued vacation hours.

13.2 Vacation Accrual

Employees are subject to the following vacation accrual schedule:

<u>Years Employed</u>	<u>Monthly Accrual</u>
0 – 3 years	7.33 hours (11 days annual)
3 – 7 years	10.67 hours (16 days annual)
7 – 12 years	14.00 hours (21 days annual)
12 years+	17.33 hours (26 days annual)

13.2.1 Exception

Employees occupying the classifications of Community Service Officer I/II and Senior Community Service Officer on or before July 1, 2012 are subject to the following vacation accrual schedule:

<u>Years Employed</u>	<u>Monthly Accrual</u>
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 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.

Council/Administrative Policy No. 20-9 Vacation Buy-Back, establishes eligibility requirements for employees to receive cash in-lieu of time off for accrued vacation.

SECTION 14 Longevity Incentive Plan

14.1 Longevity Earned

The City recognizes employees that make a commitment to continue their employment long-term. After each five (5) 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.

14.2 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 15 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 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, Section 10.3 for more details that apply to the accrual and use of sick leave.

Effective upon Council adoption, in order to bond with the employee's newborn or placement of a child in an employee's family or adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave for such baby/child bonding leave.

SECTION 16 Health Insurance

16.1 City Contribution

The City shall provide medical coverage for employees. 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).

16.2 Employee Contribution

The employees shall pay any excess premium costs through a pre-tax payroll deduction for 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 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.

16.3 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 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 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 amount includes the PEMHCA minimum.

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.

16.4 Cash In-Lieu of Medical Coverage

Employees that provide proof of alternative minimum essential 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.

16.4.1 Separate and apart from the obligations governing the calculation and payment of contractual overtime as defined in section 8 above, and for purposes of compliance with the holding in *Flores v. City of San Gabriel*, 824 F.3d 890 (2016), the BEAMOD agrees that the City will calculate and pay overtime as defined under the Fair Labor Standards Act ("FLSA") using the following formulas for employees receiving cash in lieu of medical coverage:

- For those employees who receive \$300 per month: $\$300/173.33 = 1.73 \times 1.5 = \2.595 paid per hour over 40 hours in a seven day work period.
- For those employees who receive \$668.63 per month: $\$668.63/173.33 = 3.86 \times 1.5 = \5.79 paid per hour over 40 hours in a seven day work period.

The City will determine the amount of FLSA overtime owed the employee, if any, for the seven day work period. To the extent the amount of FLSA overtime owed exceeds the amount of contractual overtime paid for that work period pursuant to section 7.2, the City

will pay the employee the difference by way of an “FLSA pay adjustment” no later than the following pay day using the above-described formulas.

16.5 Retiree Health Savings Account

The City maintains a VantageCare retiree health savings account with MissionSquare Retirement (or other mutually agreeable retiree health savings account) for all employees in the bargaining unit hired on or after July 1, 2012. 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 consistent with the terms of the plan.

SECTION 17 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 MOU, the premiums required to maintain the current level of dental benefits are increased, the City shall pay such increased premium amounts.

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 18 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 MOU, the premiums required to maintain the current level of vision benefits are increased, the City shall pay such increased premium amounts.

SECTION 19 Flexible Benefit Plan

Employees in this Association 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 20 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 21 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 insurance plan.

SECTION 22 Retirement Plan

The City contracts with CalPERS to provide pension benefits for employees.

22.1 Tier 1 – Employees hired on or before September 30, 2010, shall be members of the CalPERS Miscellaneous Employees' Retirement Plan 2.7% at age 55 and receive the following Optional Benefits:

Section 20042 One-Year Final Compensation. The twelve (12) highest paid consecutive months.

Section 20965 Credit for Unused Sick Leave. Unused accrued sick leave remaining at time of retirement may be converted to additional service credit.

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. Applies to eligible survivors of a member that dies during employment.

All benefits included in the City retirement plan under CalPERS effective September 30, 2010, shall be maintained during the life of the contract.

22.1.1 Association members hired on or before September 30, 2010 will contribute the entire eight percent (8%) of the Employee Contribution.

22.1.1.2 Exception

Community Service Officers I/II and Senior Community Service Officers hired before October 1, 2010 shall contribute two percent (2%) of the employee contribution amount effective July 1, 2012. Effective July 1, 2013, Community Service Officers I/II and Senior Community Service Officer hired before October 1, 2010 shall contribute four percent (4%) of the employee contribution. Effective July 1, 2014, Community Service Officers I/II and Senior Community Service Officers hired before October 1, 2010 shall contribute six percent (6%) of the employee contribution and effective July 1, 2015, Community Service Officers I/II and Senior Community Service Officers hired before October 1, 2010 shall contribute the full eight percent (8%) employee contribution. This applies to employees who occupied the classifications during the effective dates.

22.2 Tier 2 – Employees hired on or after October 1, 2010, shall be members of CalPERS Miscellaneous Employees’ Retirement Plan 2% at age 60 and receive the following Optional Benefits:

Section 20965 Credit for Unused Sick Leave. Unused accrued sick leave remaining at time of retirement may be converted to additional service credit.

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. Applies to eligible survivors of a member that dies during employment.

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.

22.2.1 Association members hired after September 30, 2010 will pay the entire seven percent (7%) Employee Contribution, pre-tax each pay period for all wages that are CalPERS reportable.

22.3 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.

For additional benefit information, please refer to the Council/Administrative Policies, Section 20.

For a complete list of employee benefits for members of this Association, please refer to the City’s Intranet under Employee Information, Employee Benefits.

SECTION 23 Severability of Provisions

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

SECTION 24 Scope of Agreement

Except as otherwise specifically provided herein, the parties agree that this MOU 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 MOU, 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 MOU by mutual agreement. Such agreement shall be in writing and is subject to approval by the City Council.

SECTION 25 Duration

This MOU shall be effective July 1, 2021 except for those provisions of the MOU which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2024 and shall continue thereafter from year to year unless at least sixty (60) days prior to July 1, 2024 or to July 1st of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this MOU.

IN WITNESS WHEREOF the parties have executed this MOU this 29th day of July 2021.

BRENTWOOD EMPLOYEES' ASSOCIATION/
MISCELLANEOUS OFFICE DIVISION

CITY OF BRENTWOOD



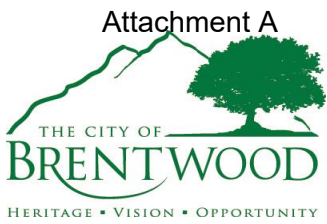
Renee Payette, President



Tim Y. Ogden, City Manager



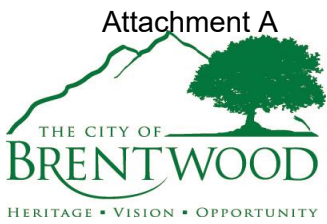
Linda Shale, Vice-President



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

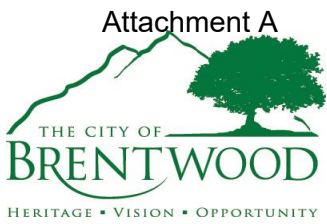
		Hourly Rate	Monthly Salary
Accounting Assistant I	A	\$ 27.39	\$ 4,747.06
	B	\$ 28.76	\$ 4,984.41
	C	\$ 30.19	\$ 5,233.63
	D	\$ 31.70	\$ 5,495.32
	E	\$ 33.29	\$ 5,770.08
Accounting Assistant II	A	\$ 30.19	\$ 5,233.63
	B	\$ 31.70	\$ 5,495.32
	C	\$ 33.29	\$ 5,770.08
	D	\$ 34.95	\$ 6,058.59
	E	\$ 36.70	\$ 6,361.52
Accounting Specialist	A	\$ 39.91	\$ 6,917.53
	B	\$ 41.90	\$ 7,263.41
	C	\$ 44.00	\$ 7,626.58
	D	\$ 46.20	\$ 8,007.91
	E	\$ 48.51	\$ 8,408.30
Accounting Technician	A	\$ 34.73	\$ 6,020.50
	B	\$ 36.47	\$ 6,321.53
	C	\$ 38.29	\$ 6,637.61
	D	\$ 40.21	\$ 6,969.49
	E	\$ 42.22	\$ 7,317.96
Administrative Assistant I	A	\$ 25.93	\$ 4,494.07
	B	\$ 27.22	\$ 4,718.77
	C	\$ 28.58	\$ 4,954.71
	D	\$ 30.01	\$ 5,202.45
	E	\$ 31.51	\$ 5,462.57
Administrative Assistant II	A	\$ 28.58	\$ 4,954.71
	B	\$ 30.01	\$ 5,202.45
	C	\$ 31.51	\$ 5,462.57
	D	\$ 33.09	\$ 5,735.70
	E	\$ 34.75	\$ 6,022.48



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

		Hourly Rate	Monthly Salary
Administrative Secretary	A	\$ 33.09	\$ 5,735.70
	B	\$ 34.75	\$ 6,022.48
	C	\$ 36.48	\$ 6,323.61
	D	\$ 38.31	\$ 6,639.79
	E	\$ 40.22	\$ 6,971.78
Administrative Supervisor	A	\$ 36.41	\$ 6,310.47
	B	\$ 38.23	\$ 6,626.00
	C	\$ 40.14	\$ 6,957.30
	D	\$ 42.15	\$ 7,305.16
	E	\$ 44.25	\$ 7,670.42
Building Inspector I	A	\$ 42.19	\$ 7,313.79
	B	\$ 44.30	\$ 7,679.48
	C	\$ 46.52	\$ 8,063.45
	D	\$ 48.85	\$ 8,466.62
	E	\$ 51.29	\$ 8,889.95
Building Inspector II	A	\$ 46.52	\$ 8,063.45
	B	\$ 48.85	\$ 8,466.62
	C	\$ 51.29	\$ 8,889.95
	D	\$ 53.85	\$ 9,334.45
	E	\$ 56.55	\$ 9,801.17
Code Enforcement Officer I	A	\$ 39.55	\$ 6,856.10
	B	\$ 41.53	\$ 7,198.90
	C	\$ 43.61	\$ 7,558.85
	D	\$ 45.79	\$ 7,936.79
	E	\$ 48.08	\$ 8,333.63
Code Enforcement Officer II	A	\$ 43.61	\$ 7,558.85
	B	\$ 45.79	\$ 7,936.79
	C	\$ 48.08	\$ 8,333.63
	D	\$ 50.48	\$ 8,750.31
	E	\$ 53.01	\$ 9,187.83



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

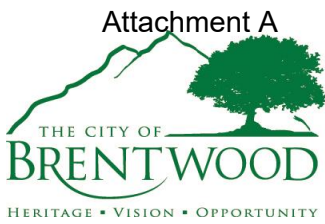
		Hourly Rate	Monthly Salary
Community Development Specialist	A	\$ 46.06	\$ 7,983.53
	B	\$ 48.36	\$ 8,382.71
	C	\$ 50.78	\$ 8,801.84
	D	\$ 53.32	\$ 9,241.93
	E	\$ 55.98	\$ 9,704.03
Community Development Technician	A	\$ 38.07	\$ 6,598.36
	B	\$ 39.97	\$ 6,928.27
	C	\$ 41.97	\$ 7,274.69
	D	\$ 44.07	\$ 7,638.42
	E	\$ 46.27	\$ 8,020.34
Community Service Officer I	A	\$ 30.00	\$ 5,200.15
	B	\$ 31.50	\$ 5,460.16
	C	\$ 33.08	\$ 5,733.16
	D	\$ 34.73	\$ 6,019.82
	E	\$ 36.47	\$ 6,320.81
Community Service Officer II	A	\$ 33.08	\$ 5,733.16
	B	\$ 34.73	\$ 6,019.82
	C	\$ 36.47	\$ 6,320.81
	D	\$ 38.29	\$ 6,636.85
	E	\$ 40.20	\$ 6,968.70
Construction Inspector I	A	\$ 42.19	\$ 7,313.79
	B	\$ 44.30	\$ 7,679.48
	C	\$ 46.52	\$ 8,063.45
	D	\$ 48.85	\$ 8,466.62
	E	\$ 51.29	\$ 8,889.95
Construction Inspector II	A	\$ 46.52	\$ 8,063.45
	B	\$ 48.85	\$ 8,466.62
	C	\$ 51.29	\$ 8,889.95
	D	\$ 53.85	\$ 9,334.45
	E	\$ 56.55	\$ 9,801.17



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

		Hourly Rate	Monthly Salary
Engineering Services Specialist	A	\$ 48.88	\$ 8,471.68
	B	\$ 51.32	\$ 8,895.26
	C	\$ 53.88	\$ 9,340.03
	D	\$ 56.58	\$ 9,807.03
	E	\$ 59.41	\$ 10,297.38
Engineering Technician	A	\$ 42.50	\$ 7,366.04
	B	\$ 44.62	\$ 7,734.35
	C	\$ 46.85	\$ 8,121.06
	D	\$ 49.19	\$ 8,527.12
	E	\$ 51.65	\$ 8,953.47
Environmental Compliance Inspector I	A	\$ 42.19	\$ 7,313.79
	B	\$ 44.30	\$ 7,679.48
	C	\$ 46.52	\$ 8,063.45
	D	\$ 48.85	\$ 8,466.62
	E	\$ 51.29	\$ 8,889.95
Environmental Compliance Inspector II	A	\$ 46.52	\$ 8,063.45
	B	\$ 48.85	\$ 8,466.62
	C	\$ 51.29	\$ 8,889.95
	D	\$ 53.85	\$ 9,334.45
	E	\$ 56.55	\$ 9,801.17
Executive Assistant	A	\$ 40.03	\$ 6,938.39
	B	\$ 42.03	\$ 7,285.31
	C	\$ 44.13	\$ 7,649.58
	D	\$ 46.34	\$ 8,032.06
	E	\$ 48.66	\$ 8,433.66
Finance/Special Projects Coordinator	A	\$ 42.45	\$ 7,357.70
	B	\$ 44.57	\$ 7,725.58
	C	\$ 46.80	\$ 8,111.86
	D	\$ 49.14	\$ 8,517.46
	E	\$ 51.60	\$ 8,943.33



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

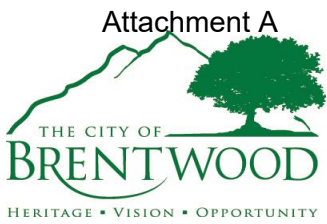
		Hourly Rate	Monthly Salary
Human Resources Assistant I	A	\$ 29.84	\$ 5,172.55
	B	\$ 31.33	\$ 5,431.18
	C	\$ 32.90	\$ 5,702.73
	D	\$ 34.55	\$ 5,987.87
	E	\$ 36.27	\$ 6,287.27
Human Resources Assistant II	A	\$ 32.90	\$ 5,702.73
	B	\$ 34.55	\$ 5,987.87
	C	\$ 36.27	\$ 6,287.27
	D	\$ 38.09	\$ 6,601.63
	E	\$ 39.99	\$ 6,931.71
Human Resources Specialist	A	\$ 42.45	\$ 7,357.70
	B	\$ 44.57	\$ 7,725.58
	C	\$ 46.80	\$ 8,111.86
	D	\$ 49.14	\$ 8,517.46
	E	\$ 51.60	\$ 8,943.33
Information Systems Technician	A	\$ 41.61	\$ 7,211.67
	B	\$ 43.69	\$ 7,572.25
	C	\$ 45.87	\$ 7,950.87
	D	\$ 48.16	\$ 8,348.41
	E	\$ 50.57	\$ 8,765.83
Parks Planning Technician	A	\$ 38.07	\$ 6,598.36
	B	\$ 39.97	\$ 6,928.27
	C	\$ 41.97	\$ 7,274.69
	D	\$ 44.07	\$ 7,638.42
	E	\$ 46.27	\$ 8,020.34
Permit Services Specialist	A	\$ 46.52	\$ 8,062.80
	B	\$ 48.84	\$ 8,465.94
	C	\$ 51.28	\$ 8,889.24
	D	\$ 53.85	\$ 9,333.70
	E	\$ 56.54	\$ 9,800.39



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

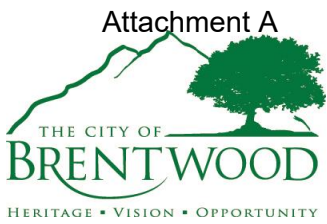
		Hourly Rate	Monthly Salary
Plan Check Engineer	A	\$ 51.16	\$ 8,868.04
	B	\$ 53.72	\$ 9,311.44
	C	\$ 56.41	\$ 9,777.01
	D	\$ 59.23	\$ 10,265.86
	E	\$ 62.19	\$ 10,779.16
Police Assistant	A	\$ 24.18	\$ 4,190.34
	B	\$ 24.78	\$ 4,294.76
	C	\$ 25.39	\$ 4,401.09
	D	\$ 26.04	\$ 4,513.11
	E	\$ 26.68	\$ 4,625.13
Police Dispatch Supervisor	A	\$ 44.53	\$ 7,718.01
	B	\$ 46.75	\$ 8,103.91
	C	\$ 49.09	\$ 8,509.11
	D	\$ 51.55	\$ 8,934.56
	E	\$ 54.12	\$ 9,381.29
Police Dispatcher I	A	\$ 33.38	\$ 5,785.21
	B	\$ 35.05	\$ 6,074.47
	C	\$ 36.80	\$ 6,378.20
	D	\$ 38.64	\$ 6,697.10
	E	\$ 40.57	\$ 7,031.96
Police Dispatcher II	A	\$ 36.82	\$ 6,381.72
	B	\$ 38.66	\$ 6,700.81
	C	\$ 40.59	\$ 7,035.85
	D	\$ 42.62	\$ 7,387.64
	E	\$ 44.75	\$ 7,757.03
Police Liaison	A	\$ 45.59	\$ 7,902.31
	B	\$ 47.87	\$ 8,297.43
	C	\$ 50.26	\$ 8,712.30
	D	\$ 52.78	\$ 9,147.91
	E	\$ 55.42	\$ 9,605.31



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

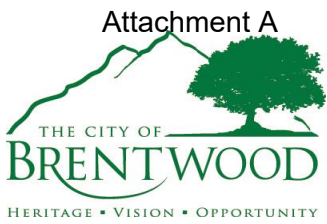
		Hourly Rate	Monthly Salary
Police Records Clerk I	A	\$ 28.57	\$ 4,951.76
	B	\$ 30.00	\$ 5,199.34
	C	\$ 31.50	\$ 5,459.31
	D	\$ 33.07	\$ 5,732.28
	E	\$ 34.72	\$ 6,018.89
Police Records Clerk II	A	\$ 31.50	\$ 5,459.31
	B	\$ 33.07	\$ 5,732.28
	C	\$ 34.72	\$ 6,018.89
	D	\$ 36.46	\$ 6,319.83
	E	\$ 38.28	\$ 6,635.83
Project Services Specialist	A	\$ 44.42	\$ 7,699.82
	B	\$ 46.64	\$ 8,084.81
	C	\$ 48.98	\$ 8,489.05
	D	\$ 51.42	\$ 8,913.50
	E	\$ 54.00	\$ 9,359.18
Property and Evidence Technician I	A	\$ 30.00	\$ 5,200.15
	B	\$ 31.50	\$ 5,460.16
	C	\$ 33.08	\$ 5,733.16
	D	\$ 34.73	\$ 6,019.82
	E	\$ 36.47	\$ 6,320.81
Property and Evidence Technician II	A	\$ 33.08	\$ 5,733.16
	B	\$ 34.73	\$ 6,019.82
	C	\$ 36.47	\$ 6,320.81
	D	\$ 38.29	\$ 6,636.85
	E	\$ 40.20	\$ 6,968.70
Records Supervisor	A	\$ 39.84	\$ 6,905.01
	B	\$ 41.83	\$ 7,250.26
	C	\$ 43.92	\$ 7,612.78
	D	\$ 46.12	\$ 7,993.42
	E	\$ 48.42	\$ 8,393.09



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

		Hourly Rate	Monthly Salary
Recreation Coordinator	A	\$ 37.83	\$ 6,556.63
	B	\$ 39.72	\$ 6,884.47
	C	\$ 41.70	\$ 7,228.69
	D	\$ 43.79	\$ 7,590.12
	E	\$ 45.98	\$ 7,969.63
Right-of-Way Specialist	A	\$ 46.06	\$ 7,983.53
	B	\$ 48.36	\$ 8,382.71
	C	\$ 50.78	\$ 8,801.84
	D	\$ 53.32	\$ 9,241.93
	E	\$ 55.98	\$ 9,704.03
Safety/Special Projects Coordinator	A	\$ 42.45	\$ 7,357.70
	B	\$ 44.57	\$ 7,725.58
	C	\$ 46.80	\$ 8,111.86
	D	\$ 49.14	\$ 8,517.46
	E	\$ 51.60	\$ 8,943.33
Senior Building Inspector	A	\$ 51.16	\$ 8,868.04
	B	\$ 53.72	\$ 9,311.44
	C	\$ 56.41	\$ 9,777.01
	D	\$ 59.23	\$ 10,265.86
	E	\$ 62.19	\$ 10,779.16
Senior Code Enforcement Officer	A	\$ 47.95	\$ 8,311.05
	B	\$ 50.35	\$ 8,726.60
	C	\$ 52.86	\$ 9,162.93
	D	\$ 55.51	\$ 9,621.08
	E	\$ 58.28	\$ 10,102.13
Senior Technician	A	\$ 41.86	\$ 7,255.48
	B	\$ 43.95	\$ 7,618.25
	C	\$ 46.15	\$ 7,999.17
	D	\$ 48.46	\$ 8,399.12
	E	\$ 50.88	\$ 8,819.08



Pay Schedule Miscellaneous Office Division

**Effective 7/1/2021
(3.25% salary increase)**

		Hourly Rate	Monthly Salary
Senior Community Service Officer	A	\$ 38.02	\$ 6,590.01
	B	\$ 39.92	\$ 6,919.51
	C	\$ 41.92	\$ 7,265.49
	D	\$ 44.01	\$ 7,628.76
	E	\$ 46.21	\$ 8,010.20
Senior Construction Inspector	A	\$ 51.16	\$ 8,868.04
	B	\$ 53.72	\$ 9,311.44
	C	\$ 56.41	\$ 9,777.01
	D	\$ 59.23	\$ 10,265.86
	E	\$ 62.19	\$ 10,779.16
Senior Police Records Clerk	A	\$ 36.47	\$ 6,320.90
	B	\$ 38.29	\$ 6,636.95
	C	\$ 40.20	\$ 6,968.79
	D	\$ 42.21	\$ 7,317.24
	E	\$ 44.33	\$ 7,683.10
Senior Property and Evidence Technician	A	\$ 38.02	\$ 6,590.01
	B	\$ 39.92	\$ 6,919.51
	C	\$ 41.92	\$ 7,265.49
	D	\$ 44.01	\$ 7,628.76
	E	\$ 46.21	\$ 8,010.20
Technical Assistant I	A	\$ 31.33	\$ 5,430.14
	B	\$ 32.89	\$ 5,701.65
	C	\$ 34.54	\$ 5,986.73
	D	\$ 36.27	\$ 6,286.07
	E	\$ 38.08	\$ 6,600.37
Technical Assistant II	A	\$ 34.54	\$ 5,986.73
	B	\$ 36.27	\$ 6,286.07
	C	\$ 38.08	\$ 6,600.37
	D	\$ 39.98	\$ 6,930.39
	E	\$ 41.98	\$ 7,276.91