

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRENTWOOD
AND
BRENTWOOD EMPLOYEES' ASSOCIATION/
PUBLIC WORKS DIVISION
July 1, 2020 – June 30, 2024**

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

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**2020-2024 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRENTWOOD AND
BRENTWOOD EMPLOYEES' ASSOCIATION/PUBLIC WORKS DIVISION**

The Brentwood Employees' Association Public Works Division (BEAPWD) 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 ("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, 2020 and ending June 30, 2024.

SECTION 1 RECOGNITION AND REPRESENTATION

1.1 Association Recognition

The Brentwood Employees' Association/Public Works Division, 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 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 on February 28, 2012.

SECTION 2 ASSOCIATION MEMBERSHIP

2.1 The Association may 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.

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 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.

2.4 Upon certification from the Association that it has and will maintain individual employee authorization for dues deductions, the City shall deduct Association dues from the member's second payroll check of each month. The City will issue a check for the deduction monthly, payable to the Brentwood Employees' Association/Public Works Division, and will be delivered via inter-office mail to the Association Treasurer, (or other member designated in writing by the Association President).

Any member requesting cancellation of dues deductions shall be directed to the Association. The City shall only make changes as directed by the Association.

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.

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 the delivery of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules in advance. 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 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 due to of 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, 2020 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 increases 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%.

City to complete a salary survey by January 31, 2024.

6.1 Re-openers

The contract will not re-open unless mutually agreed to in writing by authorized representatives of the City and BEAPWD.

SECTION 7 OVERTIME, CALL BACK, STANDBY

7.1 Overtime

The City pays overtime compensation to employees for any time worked in excess of forty (40) hours per regularly scheduled work week for all bargaining unit employees, including bargaining unit employees who are regularly scheduled to work less than forty (40) hours per work week. Overtime is earned in fifteen (15) minute increments. All contractual overtime shall be accumulated on a time and one-half basis and paid in the form of compensatory time off (CTO) or wages. An employee's request that overtime accrue to their CTO bank is subject to approval by their supervisor, however, 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, subject to the exception below for the Solid Waste Division.

7.1.1 Solid Waste Division

Solid Waste Equipment Operators and Lead Worker may accrue eighty (80) hours maximum per fiscal year. This means that they may not accrue eighty (80) hours, use some or all of it, and accrue more to replace what was used in the same fiscal year.

The City, at its discretion, may flex (adjust) employee work schedules 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.

Compensatory time off must be used prior to vacation leave time off.

For the computation of contractual overtime pay, all sick leave, vacation, holiday and compensatory time used by an employee will be treated as hours worked for overtime purposes. 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.

7.2 Call-Back

If an employee is called back to work after leaving the workplace at quitting time, the employee shall, upon reporting back to the work site, receive a minimum of two (2) hours pay at time and one-half or, if more than two (2) hours of work is performed, the employee shall be paid for actual time worked on the call-back at the rate of time and one-half. This provision does not apply to instances in which the employee is called to report to the work site before their regular start time and is worked from the time the employee reports to the normal starting time.

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

7.3 Standby Pay

Any employee assigned to standby shall be compensated for each full week (seven [7] calendar days) the employee is on standby in a lump sum of \$426.59. The standby pay rate for Fiscal Year 2021-22 will increase to \$440.46, and will adjust by the same percentage as salary increases in Fiscal Years 2022-23 and 2023-24.

7.3.1 As determined by Wastewater Treatment Plant Management staff, standby pay applicable to the Wastewater Treatment Facility shall be paid based on a pre-assigned work schedule with the weekly standby lump sum base rate pro-rated based on the number of days assigned.

7.4 Alternative Work Schedule

The City Manager is authorized to designate other, alternative, work periods and working hours for employees when, in his/her 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 8 OTHER PAY

8.1 Cross-Training

Employees that have been certified as cross-trained by Division Managers as specified in the Cross-Training Policy, as set by the Director of Public Works, shall be paid an annual recognition of \$350. The City agrees to promote cross-training and proposes that staff will periodically review what areas, assignments, etc., will be affected by the cross-training program. The estimated goal for cross-training of Public Works employees is 50%. When possible, the City is willing to work around those employees who have no interest in cross-training.

8.2 Bilingual Premium Pay

The City shall pay \$25 per bimonthly pay period to individuals that are fluent in a foreign language or American Sign Language (ASL) who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The determination of the need of the community for employees fluent in a language shall be determined by the City Manager or designee. The determination of the employee's fluency shall be by a mutually agreed upon procedure. The Parties agree that to the extent permitted by law, bilingual premium pay is special compensation and shall be reported as such pursuant to the Title 2 CCR Sections 571(a)(4) and 571.1 (b)(3).

8.3 Weekend Shift Differential Pay

Grade III Operators assigned to work weekends shall receive additional Weekend Shift Differential Pay equal to \$1.75/hr. The differential pay shall apply from Friday 11:59 p.m. through Sunday 11:59 p.m. The differential pay shall only apply to employees assigned to work at the Wastewater Treatment Plant on a regular basis.

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. Holiday pay for each observed City holiday is eight (8) hours for each holiday listed below, including floating holidays (personal days). In the case of part-time regular employees, holiday pay for each observed City holiday will be pro-rated based on the employee's number of regularly scheduled work week hours. In order for an employee to receive compensation for a holiday, the employee must be in a pay status (working, vacation, sick leave, worker's compensation, scheduled day off) the day prior to and the day following the holiday.

Holidays will be observed by the City as follows:

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

SECTION 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

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)

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 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.

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 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.

SECTION 13 HEALTH INSURANCE

13.1 City Contribution

The City shall provide medical coverage for employees through the California Public Employee's Retirement System ("CalPERS"). 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 employees shall pay any excess premium costs through a pre-tax payroll deduction of the employee's chosen plan, unless the IRS tax code changes. The maximum monthly medical premium described above includes the Public Employees' Medical and Hospital Care Act ("PEMHCA") minimum monthly contribution (currently \$143 per month).

13.2 Retiree Medical Coverage

Retiree medical is available through the CalPERS Health Benefits Plan.

Employees must be vested with CalPERS and retire from the City of Brentwood within the timeline set by CalPERS to be eligible to receive the retiree medical benefit.

For employees retired prior to July 1, 2012:

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

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

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

13.3 Cash In-Lieu of Medical Coverage

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

13.3.1 Separate and apart from the obligations governing the calculation and payment of contractual overtime as defined in section 7.1 above, and for purposes of compliance with the holding in Flores v. City of San Gabriel, 824 F.3d 890 (2016), the BEAPWD 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 7.1, 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.

13.4 Retiree Health Savings Account

The City maintains a VantageCare retiree health savings account with MissionSquare Retirement for all employees in the bargaining unit hired on or after July 1, 2012. The City contributes 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 14 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 this MOU, the premiums required to maintain the current level of dental benefits are increased, the City shall pay such increased premium amounts.

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

SECTION 15 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 this MOU, the premiums required to maintain the current level of vision benefits are increased, the City shall pay such increased premium amounts.

SECTION 16 LIFE INSURANCE

The City shall pay the premium for term life insurance and accidental death & dismemberment coverage for all members of this Association. The coverage will provide for one and one-half times (1.5x) the employee's annual salary to a maximum of one hundred and fifty thousand dollars (\$150,000).

SECTION 17 DISABILITY INSURANCE

The City shall contribute one hundred percent (100%) of premiums for Disability Insurance with a twenty-nine (29) day waiting period for all members of this Association. 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 18 RETIREMENT PLAN

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

- 18.1 Tier 1 - Employees hired on or before September 30, 2010, are 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.
 - 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.

- 18.1.1 Association members hired on or before September 30, 2010, will contribute the full eight percent (8%) Employee Contribution.
- 18.2 Tier 2 - Employees hired on or after 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.

- 18.2.1 Association members hired after the effective date of Tier 2 will pay the entire 7% Employee Contribution each month for all wages that are CalPERS reportable.
- 18.3 New Members -
Employees hired on or after January 1, 2013 who are "new members" as that term is defined by the Public Employees' Pension Reform Act ("PEPRA") shall be members of the 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.

SECTION 19 MISCELLANEOUS PROVISIONS

19.2 Meal Allowance Policy

A meal allowance may be provided to employees as a result of working non regularly scheduled work hours due to an emergency call-out or required overtime duties when an employee is required to work:

- a) Three (3) hours before or three (3) hours after the end of the scheduled work day; or
- b) Four (4) consecutive hours between 5:00 p.m. and 7:00 a.m. and for each six (6) hours worked during the period.

The employee will then receive an allowance in an amount equal to the IRS per diem lunch rate per meal.

19.3 Mileage Reimbursement Policy

The City will reimburse employees for up to twenty (20) miles travel when called out for emergency purposes. The employee must use their own vehicle to be eligible. If an employee remains at the work site to work on a regularly scheduled shift, no reimbursement will be provided for the return trip home and a maximum of ten (10) miles travel will be reimbursed. The reimbursement rate will be at the City's current rate on the day when the travel occurred.

19.4 Solid Waste Holiday

Solid Waste staff shall recognize two major holidays off. These holidays are: Christmas Day and New Years Day.

19.5 Wastewater Treatment Plant Operations (WTPO) Staff Holiday Pay

WTPO staff shall receive pay in lieu of time off on the set City holidays (currently thirteen) each year. WTPO holiday pay is eight (8) hours of pay for each of the thirteen (13) set City holidays per year, totaling a maximum of 96 hours per year. Holiday compensation shall be based on the calendar year with the first 48 hours of holiday pay issued in a separate check to eligible employees during the first week of December.

The second 48 hours of holiday pay shall be issued in a separate check to eligible employees during the first week of June. New employees will receive a pro-rated share of paid holiday time. WTPO staff shall continue to receive two floating holidays in the same manner as other bargaining unit staff.

19.6.1 All personnel who work at least 50% of their shift on the actual holiday shall be paid at the rate of time and one-half (1 1/2) for up to five (5) extra hours for a ten (10) hour scheduled work day. For example: Operator #1 worked 7 hours on the holiday – he receives the additional 5 hours of pay. Operator #2 worked 4 hours on the holiday – he does not receive any additional pay.

19.6 Holiday During Vacation

If any of such paid holidays fall within an employee's vacation leave, such holiday shall not be counted as a vacation day.

19.7 Retention Efforts

The City has a responsibility to provide quality services to the citizens of Brentwood. As the City grows it is possible that some of the services currently provided by the City may return to the private sector. With regard to this possibility, the City hereby commits to make all reasonable efforts to absorb those employees who would become displaced if such an event occurs and to encourage the private provider to continue the employment of current City employees.

SECTION 20 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 bargaining unit agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

SECTION 21 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 22 DURATION

This MOU shall be effective July 1, 2020 except for those provisions of the MOU which have been assigned other effective dates as set forth above and the MOU shall remain in full force and effect to and including the thirtieth (30th) day of June, 2024 and shall continue thereafter from year to year unless at least sixty (60) days prior to the first (1st) day of July, 2024 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 MOU.

IN WITNESS WHEREOF the parties have executed this MOU this, 4th day of August 2021.

BRENTWOOD EMPLOYEES' ASSOCIATION/
PUBLIC WORKS DIVISION

CITY OF BRENTWOOD



Erik Begnal, President



Tim Y. Ogden, City Manager



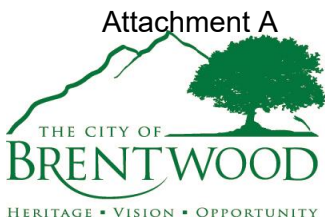
Luke Santos, Vice President



Pay Schedule Public Works Division

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

		Hourly Rate	Monthly Salary
Collection System Worker I	A	\$ 33.77	\$ 5,854.01
	B	\$ 35.46	\$ 6,146.71
	C	\$ 37.23	\$ 6,454.04
	D	\$ 39.10	\$ 6,776.74
	E	\$ 41.05	\$ 7,115.58
Collection System Worker II	A	\$ 37.23	\$ 6,454.04
	B	\$ 39.10	\$ 6,776.74
	C	\$ 41.05	\$ 7,115.58
	D	\$ 43.10	\$ 7,471.36
	E	\$ 45.26	\$ 7,844.93
Cross-Connection Control Specialist	A	\$ 39.11	\$ 6,778.55
	B	\$ 41.06	\$ 7,117.47
	C	\$ 43.12	\$ 7,473.35
	D	\$ 45.27	\$ 7,847.01
	E	\$ 47.53	\$ 8,239.36
Electrician	A	\$ 40.64	\$ 7,043.51
	B	\$ 42.67	\$ 7,395.69
	C	\$ 44.80	\$ 7,765.47
	D	\$ 47.04	\$ 8,153.75
	E	\$ 49.39	\$ 8,561.43
Equipment Mechanic	A	\$ 38.24	\$ 6,628.33
	B	\$ 40.15	\$ 6,959.75
	C	\$ 42.16	\$ 7,307.73
	D	\$ 44.27	\$ 7,673.12
	E	\$ 46.48	\$ 8,056.77
Facilities Maintenance Worker I	A	\$ 29.99	\$ 5,198.45
	B	\$ 31.49	\$ 5,458.37
	C	\$ 33.07	\$ 5,731.29
	D	\$ 34.72	\$ 6,017.86
	E	\$ 36.45	\$ 6,318.75



Pay Schedule Public Works Division

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

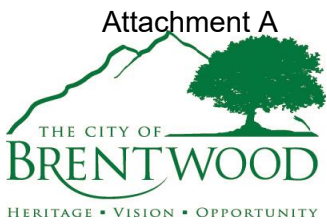
		Hourly Rate	Monthly Salary
Facilities Maintenance Worker II	A	\$ 33.07	\$ 5,731.29
	B	\$ 34.72	\$ 6,017.86
	C	\$ 36.45	\$ 6,318.75
	D	\$ 38.28	\$ 6,634.69
	E	\$ 40.19	\$ 6,966.42
Laboratory Technician I	A	\$ 36.84	\$ 6,385.35
	B	\$ 38.68	\$ 6,704.62
	C	\$ 40.61	\$ 7,039.85
	D	\$ 42.65	\$ 7,391.84
	E	\$ 44.78	\$ 7,761.44
Laboratory Technician II	A	\$ 40.61	\$ 7,039.85
	B	\$ 42.65	\$ 7,391.84
	C	\$ 44.78	\$ 7,761.44
	D	\$ 47.02	\$ 8,149.51
	E	\$ 49.37	\$ 8,556.98
Park Maintenance Worker I	A	\$ 29.99	\$ 5,198.45
	B	\$ 31.49	\$ 5,458.37
	C	\$ 33.07	\$ 5,731.29
	D	\$ 34.72	\$ 6,017.86
	E	\$ 36.45	\$ 6,318.75
Park Maintenance Worker II	A	\$ 33.07	\$ 5,731.29
	B	\$ 34.72	\$ 6,017.86
	C	\$ 36.45	\$ 6,318.75
	D	\$ 38.28	\$ 6,634.69
	E	\$ 40.19	\$ 6,966.42
Purchasing Assistant	A	\$ 38.19	\$ 6,619.98
	B	\$ 40.10	\$ 6,950.98
	C	\$ 42.11	\$ 7,298.53
	D	\$ 44.21	\$ 7,663.46
	E	\$ 46.42	\$ 8,046.63



Pay Schedule Public Works Division

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

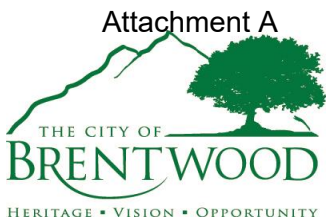
		Hourly Rate	Monthly Salary
Senior Collection System Worker	A	\$ 41.05	\$ 7,115.58
	B	\$ 43.10	\$ 7,471.36
	C	\$ 45.26	\$ 7,844.93
	D	\$ 47.52	\$ 8,237.18
	E	\$ 49.90	\$ 8,649.03
Senior Equipment Mechanic	A	\$ 42.16	\$ 7,307.73
	B	\$ 44.27	\$ 7,673.12
	C	\$ 46.48	\$ 8,056.77
	D	\$ 48.81	\$ 8,459.61
	E	\$ 51.25	\$ 8,882.59
Senior Park Maintenance Worker	A	\$ 36.45	\$ 6,318.75
	B	\$ 38.28	\$ 6,634.69
	C	\$ 40.19	\$ 6,966.42
	D	\$ 42.20	\$ 7,314.74
	E	\$ 44.31	\$ 7,680.48
Senior Solid Waste Equipment Operator	A	\$ 40.16	\$ 6,961.81
	B	\$ 42.17	\$ 7,309.90
	C	\$ 44.28	\$ 7,675.39
	D	\$ 46.50	\$ 8,059.16
	E	\$ 48.82	\$ 8,462.12
Senior Street Maintenance Worker	A	\$ 38.00	\$ 6,586.60
	B	\$ 39.90	\$ 6,915.93
	C	\$ 41.89	\$ 7,261.73
	D	\$ 43.99	\$ 7,624.81
	E	\$ 46.19	\$ 8,006.06
Senior Water Distribution Worker	A	\$ 43.15	\$ 7,479.05
	B	\$ 45.31	\$ 7,853.00
	C	\$ 47.57	\$ 8,245.65
	D	\$ 49.95	\$ 8,657.93
	E	\$ 52.45	\$ 9,090.83



Pay Schedule Public Works Division

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

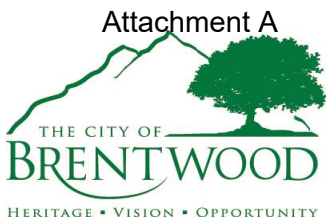
		Hourly Rate	Monthly Salary
Senior Water Service Worker	A	\$ 39.10	\$ 6,777.28
	B	\$ 41.05	\$ 7,116.14
	C	\$ 43.11	\$ 7,471.95
	D	\$ 45.26	\$ 7,845.55
	E	\$ 47.53	\$ 8,237.82
Solid Waste Equipment Operator I	A	\$ 33.04	\$ 5,727.50
	B	\$ 34.70	\$ 6,013.87
	C	\$ 36.43	\$ 6,314.56
	D	\$ 38.25	\$ 6,630.29
	E	\$ 40.16	\$ 6,961.81
Solid Waste Equipment Operator II	A	\$ 36.43	\$ 6,314.56
	B	\$ 38.25	\$ 6,630.29
	C	\$ 40.16	\$ 6,961.81
	D	\$ 42.17	\$ 7,309.90
	E	\$ 44.28	\$ 7,675.39
Street Maintenance Worker I	A	\$ 29.99	\$ 5,198.45
	B	\$ 31.49	\$ 5,458.37
	C	\$ 33.07	\$ 5,731.29
	D	\$ 34.72	\$ 6,017.86
	E	\$ 36.45	\$ 6,318.75
Street Maintenance Worker II	A	\$ 33.07	\$ 5,731.29
	B	\$ 34.72	\$ 6,017.86
	C	\$ 36.45	\$ 6,318.75
	D	\$ 38.28	\$ 6,634.69
	E	\$ 40.19	\$ 6,966.42
Street Sweeper Operator	A	\$ 34.70	\$ 6,014.94
	B	\$ 36.44	\$ 6,315.69
	C	\$ 38.26	\$ 6,631.47
	D	\$ 40.17	\$ 6,963.05
	E	\$ 42.18	\$ 7,311.20



Pay Schedule Public Works Division

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

		Hourly Rate	Monthly Salary
Utilities Maintenance Mechanic	A	\$ 43.36	\$ 7,515.03
	B	\$ 45.52	\$ 7,890.78
	C	\$ 47.80	\$ 8,285.32
	D	\$ 50.19	\$ 8,699.58
	E	\$ 52.70	\$ 9,134.56
Wastewater Treatment Plant Operator Assistant	A	\$ 28.86	\$ 5,003.06
	B	\$ 30.31	\$ 5,253.22
	C	\$ 31.82	\$ 5,515.88
	D	\$ 33.41	\$ 5,791.67
	E	\$ 35.08	\$ 6,081.25
Wastewater Treatment Plant Operator I	A	\$ 35.08	\$ 6,081.25
	B	\$ 36.84	\$ 6,385.32
	C	\$ 38.68	\$ 6,704.58
	D	\$ 40.61	\$ 7,039.81
	E	\$ 42.65	\$ 7,391.80
Wastewater Treatment Plant Operator II	A	\$ 38.68	\$ 6,704.58
	B	\$ 40.61	\$ 7,039.81
	C	\$ 42.65	\$ 7,391.80
	D	\$ 44.78	\$ 7,761.39
	E	\$ 47.02	\$ 8,149.46
Wastewater Treatment Plant Operator III	A	\$ 42.65	\$ 7,391.80
	B	\$ 44.78	\$ 7,761.39
	C	\$ 47.02	\$ 8,149.46
	D	\$ 49.37	\$ 8,556.94
	E	\$ 51.84	\$ 8,984.78
Water Conservation Specialist	A	\$ 35.46	\$ 6,146.38
	B	\$ 37.23	\$ 6,453.70
	C	\$ 39.09	\$ 6,776.39
	D	\$ 41.05	\$ 7,115.21
	E	\$ 43.10	\$ 7,470.97



Pay Schedule Public Works Division

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

		Hourly Rate	Monthly Salary
Water Distribution Worker I	A	\$ 35.50	\$ 6,153.03
	B	\$ 37.27	\$ 6,460.68
	C	\$ 39.14	\$ 6,783.72
	D	\$ 41.09	\$ 7,122.90
	E	\$ 43.15	\$ 7,479.05
Water Distribution Worker II	A	\$ 39.14	\$ 6,783.72
	B	\$ 41.09	\$ 7,122.90
	C	\$ 43.15	\$ 7,479.05
	D	\$ 45.31	\$ 7,853.00
	E	\$ 47.57	\$ 8,245.65
Water Production Worker I	A	\$ 33.80	\$ 5,858.61
	B	\$ 35.49	\$ 6,151.54
	C	\$ 37.26	\$ 6,459.11
	D	\$ 39.13	\$ 6,782.07
	E	\$ 41.08	\$ 7,121.17
Water Production Worker II	A	\$ 37.26	\$ 6,459.11
	B	\$ 39.13	\$ 6,782.07
	C	\$ 41.08	\$ 7,121.17
	D	\$ 43.14	\$ 7,477.23
	E	\$ 45.29	\$ 7,851.09
Water Service Worker I	A	\$ 32.17	\$ 5,575.68
	B	\$ 33.78	\$ 5,854.47
	C	\$ 35.46	\$ 6,147.19
	D	\$ 37.24	\$ 6,454.55
	E	\$ 39.10	\$ 6,777.28
Water Service Worker II	A	\$ 35.46	\$ 6,147.19
	B	\$ 37.24	\$ 6,454.55
	C	\$ 39.10	\$ 6,777.28
	D	\$ 41.05	\$ 7,116.14
	E	\$ 43.11	\$ 7,471.95

**THE CITY OF BRENTWOOD
AND
BRENTWOOD EMPLOYEES' ASSOCIATION PUBLIC WORKS DIVISION (BEAPWD)
Side Letter of Agreement**

March 8, 2022

I. Parties

The Parties to this Side Letter of Agreement (hereinafter "Side Letter") are the City of Brentwood (hereinafter referred to as "City") and the Brentwood Employees' Association Public Works Division (hereinafter referred to as the "Association").

II. Background

The Parties agree they have met and conferred over the terms described herein and the following agreement reflects the understanding of the parties.

Effective January 1, 2022, the City and the Association have mutually agreed to modify their 2020-2024 Memorandum of Understanding ("MOU") Section 19 Miscellaneous Provisions by deleting the following sub-section language from the MOU showing as stricken herein:

III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g., ~~overstruck~~) will be omitted from the MOU. The existing MOU will, in all other respects, remain in effect without change through the term specified therein.

~~B. Sub-Section 19.5 Wastewater Treatment Plant Operations (WTPO) Staff Holiday Pay~~

~~WTPO staff shall receive pay in lieu of time off on the set City holidays (currently thirteen) each year. WTPO holiday pay is eight (8) hours of pay for each of the thirteen (13) set City holidays per year, totaling a maximum of 96 hours per year. Holiday compensation shall be based on the calendar year with the first 48 hours of holiday pay issued in a separate check to eligible employees during the first week of December.~~

~~The second 48 hours of holiday pay shall be issued in a separate check to eligible employees during the first week of June. New employees will receive a pro-rated share of paid holiday time. WTPO staff shall continue to receive two floating holidays in the same manner as other bargaining unit staff.~~

~~19.6.1 All personnel who work at least 50% of their shift on the actual holiday shall be paid at the rate of time and one half (1 1/2) for up to five (5) extra hours for a ten (10) hour scheduled work day. For example: Operator #1 worked 7 hours on the holiday —he receives the additional 5 hours of pay. Operator #2 worked 4 hours on the holiday —he does not receive any additional pay.~~

IV. General Provisions


Except for the modifications made above, all other terms and conditions of the MOU and applicable Side Letters between the City and the 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 concurrent with the existing MOU, i.e., June 30, 2024.

The undersigned representatives of the Association and the City Manager, as authorized by the City Council, have reached agreement on the above modification this 5th day of April, 2022.

BRENTWOOD EMPLOYEES' ASSOCIATION
PUBLIC WORKS DIVISION



Luke Santos, President



Stephen Coelho, Vice-President

CITY OF BRENTWOOD



Tim Y. Ogden, City Manager