

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF BRENTWOOD**  
**AND**  
**BRENTWOOD POLICE OFFICERS' ASSOCIATION**  
**2021 – 2024**

Approved: September 28, 2021

Resolution No. 2021-125

**2021 – 2024 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRENTWOOD AND  
BRENTWOOD POLICE OFFICERS' ASSOCIATION**

The Brentwood Police Officers' Association and representatives of the Brentwood City Council have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach an 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 (California Government Code Sections 3500-3510) and has been jointly prepared by the aforementioned parties.

This MOU shall be presented to the Brentwood City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period beginning July 1, 2021 and ending June 30, 2024.

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## **MISSION STATEMENT**

To ensure the highest level of police service to our community, the City of Brentwood and the members of the Brentwood Police Officers' Association desire to maintain a harmonious employer-employee working relationship which acknowledges their joint interest in maintaining a competitive compensation plan as related to the designated survey cities, coupled with equitable working conditions and benefits.

### **SECTION I                    RECOGNITION AND REPRESENTATION**

#### **1.01    Association Recognition**

The Brentwood Police Officers' Association, Inc., ("Association") is the recognized employee organization for Brentwood Police Department Police Sergeants and Police Officers ("employees") regarding employee salaries, benefits, and working conditions.

1.02    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.

### **SECTION II                    EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

The City, through its City Manager and Department Heads, retains, solely and exclusively, all the rights, powers and authority to operate and manage its operations. The rights reserved to the sole discretion of the City shall include, but not be limited to the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part, to subcontract or discontinue work for economic or operational reasons, to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, and promote employees; to 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 III**                    **ASSOCIATION MEMBERSHIP**

- 3.01 The Association shall be allowed, by the City, use of space on available bulletin boards for communications having to do with official association business, such as times and places of meetings, provided such use does not interfere with the needs of the City.
- 3.02 Any representative of the Association shall give notice to and request permission from the department head or their designated representative when desiring to contact departmental employees 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 head.
- 3.03 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 heads concerned. The Association shall be allowed to receive Association correspondence at the Brentwood Police Department address.

**SECTION IV**                    **NO DISCRIMINATION**

The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, age, physical or mental disability, sex, political affiliation, legitimate association activity, or any other classification or category protected by law, against any employee or applicant for employment.

**SECTION V**                    **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 City representatives, or be present at City hearings when requested by the City where matters within the scope of representation or grievances are being considered during the employee's regularly scheduled work time. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Under no circumstances shall an employee receive overtime pay for time spent to attend meetings for the purposes outlined in this section. Employee representatives shall submit a request for excused absence to the Police Chief in a manner acceptable to the Police Chief, at least two working days prior to the scheduled meeting whenever possible. Except by mutual agreement, not more than four (4) employees may be excused for such purposes.

**SECTION VI**            **SALARIES**

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

Cost Of Living Adjustment (COLA) concurrent with equity adjustments below:

Effective July 1, 2021, all ranges shall be increased by two and one-half percent (2.5%).

Effective July 1, 2022, all ranges shall be increased by two and one-quarter percent (2.25%).

Effective July 1, 2023, all ranges shall be increased by two and one-quarter percent (2.25%).

Market Equity Adjustment concurrent with COLA adjustments above:

Effective July 1, 2021, all ranges shall be increased by one percent (1%).

Effective July 1, 2022, all ranges shall be increased by one percent (1%).

Effective July 1, 2023, all ranges shall be increased by one-percent (1%).

6.02 The rates of pay set forth in Appendix "A" represent for each classification the standard rate of pay rounded to the nearest dollar for each monthly pay period based upon an average month of 173.33 hours; unless the schedule specifically indicates otherwise. The rates of pay set forth in Appendix "A" represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the City or this MOU. Except as herein otherwise provided, the entrance salary for a new employee shall be the minimum salary for the class to which they are appointed. When circumstances warrant, the City may approve an entrance salary that is more than the minimum salary for the class to which the employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

6.03 Regular and probationary employees shall be considered by the appointing authority on their salary eligibility dates for advancement to the next higher step in the salary range for their respective classification as follows:

- (1) After completion of six months of full-time satisfactory service in the first step of the salary range, and upon recommendation of the department head, the probationary employee shall be advanced to the second step in the salary range for their classification. If an employee is appointed at a step higher than the first step of the salary range, their merit increase shall be after 12 months of full-time satisfactory service and upon recommendation of the department head.

- (2) After completion of 12 months of full-time satisfactory service in the second step of the salary range and upon recommendation of the department head, the employee shall advance to the third step in the salary range.
- (3) After completion of 12 months of full-time satisfactory service in the third step of the salary range, and upon recommendation of the department head, the employee shall advance to the fourth step in the salary range.
- (4) After completion of 12 months of full-time satisfactory service in the fourth step of the salary range, and upon recommendation of the department head, an employee may be advanced to the fifth step in the salary range for their classification.

Each employee shall be considered for a salary step increase according to that employee's eligibility date, which shall be the first day of the month following completion of the required number of pay periods. Employees that begin employment on or before the 15th of the month shall be given credit for the entire month. Employees that begin employment after the 15th of the month shall be required to work six full months in addition to that portion of their first month.

Changes in an employee's salary because of promotion, demotion, postponement, or of any salary step increase or special merit increase will set a new salary eligibility date for that employee and will coincide with the first working day of the month following the above procedures.

Salary range adjustments for an entire classification will not set a new salary eligibility date for employees serving in the classification.

#### 6.04 SALARY STEP PLACEMENT AFTER PROMOTION OR DEMOTION

- (1) A regular employee who is promoted to a position in a class with a higher salary range, than the class from which he or she was promoted, shall be appointed to that step in the higher salary range which will result in an increase in the employee's salary of approximately five percent (5%), provided, that in no event shall the new salary be higher than the maximum of the salary range of the class to which the employee is promoted. Such salary increase shall be effective as of the date upon which the promotion is effective. For the purpose of further step increases within the new salary range, promotions which take effect between the first and fifteenth of the month will be calculated based on the first of that month, promotions which take effect between the sixteenth and the end of the month shall be calculated based on the first of the following month.
- (2) A regular employee who is demoted to a position in a class having a lower salary range than the class from which the employee was demoted shall be placed in the new classification at the top salary step of the lower classification. Such salary decrease shall be effective as of the date upon which the demotion is effective. However, under no circumstances shall the employee receive a higher salary than the position from which they are demoted. In the event the top salary step of the new classification is higher, the employee will be placed at the step

appropriate to establish a salary at or below the former classification. The employee's salary eligibility date for step advancement shall not be changed and further step increases in the lower salary range shall be determined by the provisions of Section 6.03.

6.05 Salary on Transfer

There shall be no change in the compensation or the salary eligibility date of an employee who is transferred from one position in a class having the same salary range.

**SECTION VII**      **WORK SCHEDULE**

7.01 Regular employees will be regularly assigned to work four (4), ten (10) hour consecutive workdays per week. A week to consist of seven (7) consecutive days commencing at 0001 hr. on Sunday morning and ending on the following Saturday night at midnight. Changes to this policy may be made at any time with the mutual agreement of the Police Chief and the Association or individual member thereof if it affects only that individual member with approval of the City Manager.

a. Meal break – The normal workday is ten (10) hours in a four (4) day workweek or eight (8) hours in a five (5) day workweek as presently assigned, including training assignments. The normal workday shall include on-duty time for a meal break. Missed meal breaks do not result in an overtime entitlement for employees.

7.02 Employees occupying part-time positions shall work hours and schedules as prescribed by the Police Chief and approved by the City Manager.

7.03 Rotating shift assignments for regular police officers shall be completed no less than thirty (30) days prior to the start of the next rotation and shall be made on the basis of seniority as follows:

a. The police officer with the greatest seniority in rank will choose the shift assignment desired; the police officer who is second in seniority, will choose the desired shift from among the remaining shift assignments. The police officers, who are 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup>, etc. in seniority, will choose their shift assignments in the same manner, provided that each police officer must sign up for a shift with week days off once within a twelve (12) month period.

b. This policy shall not apply to employees assigned to a particular special assignment as outlined in Section 15.03 and probationary employees.

c. Temporary reassignment of shifts related to foreseeable circumstances, as may be determined by the Police Chief or their designee, such as vacation, training, prescheduled comp time off or preplanned special events will require a minimum of a seven (7) calendar day advance written notice and will be based on seniority, unless voluntarily backfilled.



- d. Shift sign-ups shall be for a four (4) month period – January, February, March, April – May, June, July, August – September, October, November, December.
- 7.04 When dealing with foreseeable circumstances, as may be determined by the Police Chief or their designee, seven (7) calendar days written notice shall be given to the employee prior to any shift adjustment being implemented.
- 7.05 Those specialized assignments, as outlined in Section 15.03, in contrast to the general patrol assignment, are positions of at least 90 days in duration which focus on a particular law enforcement function as determined by the Police Chief. The following provisions shall apply to employees, who are assigned to a specialized assignment.
- a. After considering the needs of the department, the community and the employee assigned, the Police Chief will make a good faith determination as to the employee's "core" work week appropriate to the specialized assignment. A "core" work week, by way of example only, may be a 4/10 plan, 5/8 plan, or a 3-4/12-8 plan.
    - 1. The core work week determination shall provide for established consecutive workdays not to exceed (5) five per week and consecutive work hours not to exceed (12) per day. The core work week will be maintained according to the needs of the specialized assignment.
    - 2. The intent of an established core work week is to provide the officer continuity in the number of consecutive days and hours worked during the term of assignment; however, the core work week may be subject to temporary change upon reasonable notice due to a special circumstance, for example: patrol shift replacement due to illness or vacation, training, an emergency, or to accomplish a unique need of the specialized assignment.
  - b. A "shift" is defined as the designated days and working hours of the employee's core work week. Specialized assignments are subject to fluctuating shifts based on the needs of the assignment. Unless impractical under the circumstances, at least one week's notice will be provided to the employee as to any changes in shift assignments.
  - c. When a general patrol shift opening occurs due to the transfer of an officer from general patrol to a specialized assignment, the Police Chief may designate a reasonable method for assigning personnel to cover the open shift. Unless impractical under the circumstances, officers transferring between general patrol and specialized assignments shall assume the other's work week and shift. Officers transferred into general patrol will be eligible for seniority shift rotation during the next scheduled sign-up period.
  - d. The creation and termination of specialized assignments, the duties of such assignments, the appointment of officers to such assignments, and the duration of such appointments, is to be determined by the Police Chief.

- e. The call-out pay provisions of Section XVIII shall be construed in accord with the working hours and work week of the employee assigned to the specialized assignment.
- f. The accumulation and computation provisions of Section VIII concerning overtime pay, all sick leave, vacation, holiday and compensatory time shall be construed in accordance with the working hours and work week of the employee assigned to the specialized assignment.
- g. An employee assigned to a specialized assignment shall be entitled to all provisions of this MOU concerning holidays. The Police Chief, in their discretion, may direct a specialized assignment employee not to work an otherwise scheduled holiday. All specialized assignment employees who work the majority of their shift on the actual holiday shall be paid an extra five (5) hours pay.

7.06 4/11 Patrol Work Schedule – The Police Chief agreed to implement a 4/11 work schedule as a pilot program for the 2021 calendar year, with the following mutual understanding:

- a. The 4/11 work schedule is described in this section.
- b. The 4/11 work schedule is to be implemented for a full year in order to properly assess if the schedule sufficiently meets the department's need, and addresses the association's and management's concerns.
- c. No earlier than October of 2021, the Police Chief and the association will meet to discuss if there is mutual agreement to continue with the 4/11 work schedule for the next year. If the Police Chief decides that the 4/11 schedule does not meet the department's needs, then the Police Chief retains the sole discretion to take either of the following actions:
  - (1) Remain on the 4/11 schedule while the department and the association meet and confer regarding other work schedules which would address the department's needs and the association's and management's concerns, or
  - (2) Implement the prior 4/10 schedule outlined in this section, while the department and the association meet and confer regarding other work schedules which would address the department's needs and the association's and management's concerns.

If the 4/10 schedule is re-implemented, then in order to minimize schedule disruptions caused by adjustments to accommodate training, the department will only engage in legally mandated training until at which time another schedule is agreed upon.

Additionally, the Police Chief will provide the association with a minimum of 30 days of notice prior to re-implementing the 4/10 schedule.

While the 4/11 work schedule is in effect, the provisions of the 4/11 work schedule are controlling on any matters listed in this section.

The 4/11 work schedule will have two sides, "A-Side" and "B-Side." There will be six (6) patrol teams, each supervised by a Sergeant under the management of patrol lieutenants. Three (3) Patrol teams will work an "A" schedule and three (3) Patrol teams will work a "B" schedule.

Employees will report for duty promptly at the designated times for each team. Patrol team schedules are as follows.

<b>A-Side</b>		<b>B-Side</b>	
"A" Days	0600 to 1700	"B" Days	0600 to 1700
"A" Swings	1500 to 0200	"B" Swings	1500 to 0200
"A" Graves	2000 to 0700	"B" Graves	2000 to 0700

The work schedule will be based on an eight (8) day cycle with each employee working four (4) consecutive days on and having four (4) consecutive days off. The eight (8) day cycle will advance the employee's workdays and days off within the calendar week one day every cycle. The overall cycle repeats itself every eight (8) weeks.

Over the course of a calendar year, each employee works an average of 2009 regularly-scheduled hours. This is calculated as follows:

Average number of days per year (including leap years):	365.25
Number of days in each work cycle:	÷ 8
Average number of work cycles worked each year:	<b>44.66</b>
Number of hours worked in each work cycle:	× 44
Average number of regularly-scheduled work hours each year	<b>2009</b>

The 2009 regularly-scheduled hours is seventy-one (71) hours short of the required fulltime equivalent work year of 2080 hours. Each employee on the 4/11 work schedule will be required to make up these 71 hours as outlined in Designated CPT Training Days and Flexible Training Hours.

The following minimum Patrol staffing levels will be observed: One officer per police beat and one sergeant responsible for patrol.

Under routine circumstances and accepted practice, personnel will be able to receive time off as long as minimum staffing numbers remain available for duty (including overtime backfill and shift trades).

Designated CPT Training Days within the 4/11 Schedule - The 4/11 Schedule will have designated Continued Professional Training (CPT) training days and flexible training hours to make up the seventy-one (71) hours necessary to complete a full work year. A training bank will be created for each employee on the 4/11 Schedule to track and monitor the use and balance of the 71-hours. The training bank and its use are outlined in the next section.

For CPT training days which require employees to travel outside the City of Brentwood, an additional two (2) hours of training bank time will be made available to account for all travel time related to attendance at training. The Division Captain may authorize additional time on a case-by-case basis.

It will be the responsibility of the department training manager to schedule and coordinate the training on designated CPT training days. The course content and training provided on the designated CPT training days can vary from year to year to meet current and changing training needs.

CPT training days may be scheduled during daytime and/or nighttime hours to accommodate training needs. CPT training days will be scheduled for a Monday through Friday. Additionally, CPT training days will be scheduled to land on the employees' fourth day off in their eight-day work cycle, so as not to disrupt the employees' other consecutive days off.

Five (5) designated CPT training days will be scheduled prior to the next year's patrol team selection process. These training days will be approximately 11 hours in duration, and account for 55 of the 71-hour training bank. Prior to implementation Management will notify and, on request, meet with BPOA to consider interests of the BPOA members.

Sworn employees not on the 4/11 Schedule will be required to attend designated CPT training days. Each of the training days will be broken into two (2) single day sessions for Patrol (A side and B side). It is anticipated that approximately fifty percent (50%) of the non-4/11 employees will attend one (1) of the two (2) days during each of the training cycles.

If the nature and/or complexity of the training does not allow for larger groups, multiple sessions can be scheduled on additional training days.

If an employee is absent from legally mandated CPT training, due to vacation, illness, or other authorized absence, the employee will be required to make up the training. The department will schedule a make-up training day and the employee will be required to make a reasonable schedule adjustment to accommodate the training.

Flexible Training Hours - The 4/11 schedule results in seventy-one (71) hours that will be made up during the year through designated CPT training days and flexible training time. Fifty-five (55) hours will be set aside each year for designated CPT training days, the remaining hours shall be used for flexible training as follows.

Employees on the 4/11 Schedule attending training on a day off or outside their normal shift shall use their available Flexible Training Bank hours (Non-CPT Hours) prior to using overtime. All Flexible Training Bank hours must be used prior to earning overtime for training. The only limitation on the use of these training hours is that no employee can exceed the one hundred forty-seven (147) hour FLSA limit in any twenty-four (24) day cycle. The combination of regular work shifts, designated CPT training days, and flexible training time cannot exceed one hundred forty-seven (147) hours in any FLSA Cycle. Any hours worked over one hundred forty-seven (147) in a twenty-four (24) day cycle are considered premiums hours and must therefore be paid at the overtime rate.

The following list are examples of some of the forms of training that could use hours from the bank:

SWAT	Staff Meetings	FTO School
CNT	FTO Meetings	Supervisor School
K-9	Instructor Meetings	DRE School
UAS Team	SRO/Explorer Meetings	All other training

If an employee doesn't use their flexible training hours during the year, he or she will be required to make up the difference by either working extra shifts, partial shifts or by using vacation, and/or compensatory time off from one of the employee's banks at the end of each calendar year. The Watch Commander and Supervisor will work with employees to schedule extra shifts or use vacation, or compensatory time off balances.

Additional Mandatory Training - The following guidelines shall be followed when attending department-mandated training not covered by CPT or the flexible training hours. All training bank hours, adjusted time off associated with training, and/or overtime associated to training shall be approved in advance by the employee's watch commander or supervisor.

One full day of training on a day off.	The employee will either receive overtime for the number of hours at training or adjustment for one patrol shift, at the employee's discretion.
Partial day of training on a day off.	Overtime or adjustment off for the number of hours actually in training, at the employee's discretion.
One full day of training on a day on.	The employee will be adjusted off their patrol shift for the day.
Partial day of training on day on.	The employee will be adjusted off from duty for the time of the training and be expected to work the remainder of their shift.
More than one day, but less than a week.	For each full day of training, the employee will be adjusted off one patrol shift.

<p>A four (4) or five (5) day (week) training session that does not exceed forty-four (44) hours.</p>	<p>Whenever possible, and depending upon where the employee is in their twenty-four (24) day FLSA cycle, the employee will be adjusted off the patrol schedule when attending four or five day training sessions. The employee will be adjusted off from four (4) eleven (11) hour shifts as compensation for attending the course. The four (4) adjusted days will be as close to the days the employee attended training as possible. Employees will not receive overtime under this situation unless the total time training exceeds forty-four (44) hours. If staffing levels do not allow for the employee to be adjusted off, then the employee will be paid overtime for the time spent attending training and for which they were not adjusted off.</p>
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Patrol Shift Assignment Process - Employees assigned to Patrol will select their work team based on the following criteria, and in the following order:

1. Sergeants - In order of seniority in rank, shall select any one of the open six (6) patrol teams or a Patrol Relief Sergeant position.
2. Canine Officers - Canine officers will select based on seniority in position, and will generally select one of the Swing shift teams. Only one K-9 will be allowed per team and K-9's will be evenly split between the A and B sides.

Any exception to these Canine assignments must be requested and approved by the Field Operations Captain prior to the start of the selection process. If Canine officers are not required to choose a Swing shift team, then they will conduct their team selection at the same time as all officers assigned to Patrol and in accordance with their overall seniority as an officer.

3. Officers - In order of department seniority, shall select any remaining slot available on any of the patrol teams.
4. Probationary Officers - May be assigned to teams at the discretion of the Field Operations Captain, after all non-probationary officers have made a team selection.

Additional Patrol Team Selection Guidelines - The annual shift change will occur as close as possible to, but not before, January 1<sup>st</sup> of each new year allowing for completion of work cycles and the FLSA work period. The patrol team selection process will be completed at least thirty (30) days prior to the annual shift change.

Prior to the patrol team selection process, management shall determine the number of officers assigned to each team. At least fourteen (14) days prior to the team selection process, all employees participating in the selection process will receive a schedule identifying available slots, the process for team selection, and a date and time for the employee to make their selection.

Team Selection Reservations – Once employees select a team, they will be guaranteed to remain on that team even if they are unable to work that team at the start of the shift year due to special assignment, leave of absence, disability, illness etc.

Vacation Selection - Vacation selections will be made in accordance with the provisions of subsection 9.13 of this MOU. It is anticipated that for employees assigned to Patrol, their initial vacation selection will be conducted at the time they make a patrol team selection. Patrol personnel will not be permitted to take vacation on any one of the pre-designated CPT training days. The supervisor may authorize an exception based on compelling circumstances.

Time Keeping and Payroll - Employees working the 4/11 Schedule will not receive overtime compensation for hours worked under the following conditions:

1. Hours worked as part of a regular 11-hour work day.
2. Hours worked on designated CPT training days.
3. Hours associated to training where hours from the flexible training bank could be used.
4. Voluntary training authorized at the employee's request, where adjustments from the patrol schedule are possible and which do not affect the schedule of another employee.

Schedule adjustments for personnel working nights: All personnel attending a full day of training on a work day will be adjusted off the patrol schedule for their work shift that day. In addition to being adjusted off any shift which starts on the day the training occurs, employees working Swings or Graves the night before the training will be adjusted off (paid time off) the night before as follows. If the training is all day starting in the morning hours, these adjustments will apply.

Swings:	Adjusted off at 2200 hours.
Graves:	Adjusted off the entire shift.

If a night shift employee is scheduled for a full day of training on the morning of their first day off, the same adjustments listed above will apply. In addition to the necessary adjustment, employees will receive compensation for the training hours through the use of training bank hours. When training bank hours are exhausted, the employee will receive overtime.

If an employee leaves city service while on the 4/11 schedule, staff and payroll shall perform the training bank reconciliation of the number of hours the employee is over or under the normal forty (40) hour workweek rate since the beginning of the current one (1) year 4/11 cycle. If the employee has worked more hours than the forty (40) hour a week average, he or she shall be compensated for those hours at the regular rate. If the employee is under the forty (40) hour a week average, the hours will be taken from the employee's vacation or comp time bank and/or deducted at the regular rate from the employee's last check.

If an employee's assignment changes from the 4/11 schedule or to the 4/11 schedule, their over/under rate will be calculated the same as above. Time off, extra shifts worked, and/or the adjustment of vacation and/or compensatory time banks will be used to resolve any differences between actual hours worked and the forty (40) hour weekly average.

Daylight Savings Time/Pacific Standard Time Changes – Personnel on Swings and Graves will follow these guidelines when working either the spring forward or fall back time change. Individuals working in the spring who would lose an hour of work due to the change to Daylight Savings Time will report for duty one (1) hour early and work an eleven (11) hour shift at straight time. Individuals working in the fall will work one (1) additional hour (for a total shift of twelve (12) hours) due to the change to Pacific Standard Time. Such employees will put in for one (1) hour of overtime. Nothing in this section prevents an employee from leaving early or using time off to offset the time when staffing allows and approved by the Supervisor or Watch Commander.

Maximum Hours Worked -Turn Around Time – Employees may work up to a maximum number of 16 hours in a 24-hour period. Any work beyond 16 hours must be approved by a watch commander or member of management and only under exigent circumstances.

Employees must receive a 10-hour break between work shifts. If the 10-hour break runs into the employees' next shift, those hours are considered paid administrative leave hours off. A "work shift" is defined as the employee's regularly scheduled 11-hour shift. This 10-hour break between work shifts does not apply to court or voluntary overtime shifts. Voluntary includes voluntary collateral assignment overtime duties and voluntary overtime signups. Voluntary does not include any hours forced by a supervisor.

Shift Exchanges - Employees may exchange work shifts with another employee of the same rank. Officers may be interchangeable if simply filling the role of an officer on the schedule. Personnel must submit a shift exchange request form to their supervisor and lieutenant. Shift exchanges require a lieutenant's approval except when short notice makes that impossible. Shift exchanges can only occur for entire shifts. Shift exchange request forms must contain the pay back date for the second half of the shift exchange. Both halves of the exchange must occur in the same 24-day FLSA Cycle (refer to Yearly 4/11 Patrol Schedule for FLSA work periods). Once an employee agrees to an exchange shift, he or she is responsible for that shift. If he or she fails to show up for the shift and/or is sick, the time will be deducted from their applicable leave balance to the extent the employee qualifies for such deduction under the applicable leave policy. Failure to show up for a shift may also result in disciplinary action.

Notice of Schedule Change - Temporary reassignment or adjustment of shifts related to foreseeable circumstances, such as vacation, prescheduled comp time off or preplanned special events will require a minimum of sixteen (16) calendar days



advance written notice and will be based on seniority, unless voluntarily backfilled. An employee's shift will not be involuntarily reassigned or adjusted to accommodate routine department training or to avoid compliance with the other provisions of this section.

In the event of unforeseeable circumstances or emergencies, the Police Chief or their designee can authorize temporary reassignment and adjustments of employees' work shifts. To the extent possible, all other provisions of this section shall be followed.

For purposes of this section, the term "shift" refers to the hours worked by an employee (i.e. Days, Swings, or Graves). Except in emergency situations, as determined by the Police Chief, an employee will not be switched between A side and B side teams. If an employee is required to switch between A side and B side, procedures analogous to what is outlined for the Patrol Relief Sergeant, in regards to being adjusted off or paid overtime for working on days off, shall be followed.

Patrol Relief Sergeant - There will be at least two (2) Relief Sergeant positions in Patrol. The purpose of the position is to assist with providing supervision of a patrol team whenever the assigned sergeant is absent. The position will be available for a sergeant to choose during the annual patrol shift assignment process.

One (1) Relief Sergeant will be assigned to the A side and one (1) Relief Sergeant will be assigned to the B side, and they will only be expected to perform relief duties on their respective sides. In circumstances where a patrol team's regularly assigned sergeant has a forecasted long-term absence, the Chief shall consider appointing an Acting Sergeant to supervise that patrol team, in order to enable the Relief Sergeant to continue performing normal relief duties.

The Relief Sergeant will work the same 4/11 schedule as outlined in this section, to include the necessity to make up the seventy-one (71) hours through CPT and flexible training hours. The Relief Sergeant default work hours will be 1000-2100 hours.

The Relief Sergeant will receive a shift differential of five percent (5%) of base salary during the period of assignment in recognition that the assignment requires frequent adjustments to the employee's days of work and hours of work, and the employee will frequently have their regular schedule disrupted. Accordingly, the Relief Sergeant position is not subject to the provisions of this section regarding notice of schedule changes. Although the Relief Sergeant must remain flexible in order to meet department needs, reasonable efforts should be made by management to mitigate any undue hardships. Additionally, the Relief Sergeant is not eligible for shift differential as described in Section 15.04.

Traffic Safety Unit - Employees of the Traffic Team shall work a 4/10 schedule, consisting of four (4) fixed consecutive (10) hour days. Traffic Team officers may be assigned as part of minimum staffing at the discretion of management.

School Resource Officers/Juvenile Officer - Officers shall work a 4/10 schedule, consisting of four (4) consecutive ten (10) hour days. Alternate work schedules are permissible with the mutual agreement of the officer and the Police Chief or designee.

Investigations and All Other Special Assignments - Employees assigned to Investigations and other Special Assignments not specified herein, shall work a 4/10 schedule, consisting of four (4) consecutive ten (10) hour days.

- a. Work Schedule - The ten hours shall generally be worked between the hours of 0700 and 1700, with specific schedules subject to approval by appropriate supervisors. The 10-hour work schedule shall be worked within a period of ten hours, with a working lunch period.
- b. Work Week - For Investigations personnel, one-half of the Division will work Monday through Thursday, while the other half will work Tuesday through Friday. All other sworn personnel covered under this section will also work either Monday through Thursday, or Tuesday through Friday.

Transfers Between Patrol and Specialized Assignments - When a patrol shift opening occurs due to the transfer of an officer from Patrol to a specialized assignment, the officers transferring between Patrol and the specialized assignment shall assume the other's Patrol team assignment (for the officer going to Patrol) and the work week and shift (for the officer going to the specialized assignment). Officers transferred to Patrol will be eligible for seniority-based shift assignment during the next Patrol team selection process.

- 7.07 If an employee is required to work outside their regularly scheduled work hours to virtually or remotely perform any official duties including but not limited to meetings, training and court related activities the employee will be compensated as if the employee had personally appeared or attended. This provision does not apply to instances in which the assigned work is contiguous with the beginning or end of the employee's regular scheduled shift.

## **SECTION VIII      OVERTIME**

- 8.01 Contractual overtime will be accumulated for any time worked in excess of an employee's regularly scheduled shift. Contractual overtime is earned in fifteen (15) minute increments (rounded to the nearest quarter hour). Contractual overtime shall be accumulated on a time and one-half of the employee's base rate and paid in the form of compensatory time off or wages, at the choice of the employee.

There will be no minimum requirements for compensatory time held "on the books," but the maximum any employee may accumulate is one hundred (100) hours, unless previously approved by the Police Chief.

Use of compensatory time off shall be at the discretion of the employee, provided reasonable notice of the request for compensatory time off is provided by the employee

and approved by their supervisor. Under normal circumstances, a request to use compensatory time off shall be approved as long as it would not create a need to backfill more than one position with overtime in order to meet minimum staffing requirements. The watch commander may make exceptions to this policy in extenuating circumstances.

- 8.02 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.

## **SECTION IX**            **LEAVE OF ABSENCE**

### Holidays

- 9.01 Employees shall receive credit for fourteen (14) holidays per year. The fourteen (14) holidays per year shall be computed on an eight (8) hour day consisting of a maximum of one hundred twelve (112) hours per year. Holiday compensation shall be based on the calendar year with the first fifty-six (56) hours of holiday time to be paid in a regular payroll check to eligible employees during the second pay period in May. The second fifty-six (56) hours of holiday time is to be paid in a regular payroll check to eligible employees during the second pay period in November. New employees will receive a pro-rated share of paid holiday time. A pro-rated share of holiday time will be deducted from an employee's final check from the City.
- 9.02 All personnel who work at least 50% of their shift or commence their shift on the actual holiday shall receive five additional hours of holiday pay for that holiday, which is paid at the employee's regular hourly rate in the pay period in which the holiday was worked.
- 9.03 Council/Administrative Policy No. 20-9, Vacation Buyback provides cash in-lieu of time off for accrued vacation. Each March, employees may elect to receive cash for up to 40 hours of accrued vacation or holiday bank if applicable. This exchange will be paid in conjunction with the final salary payment in March. Additionally, upon reaching an employee's third (3<sup>rd</sup>) anniversary date with the City, they will become eligible to exchange an additional one (1) week's accrued vacation for a lump sum payment at the employee's current salary rate. This exchange will be paid in conjunction with the final salary payment for October of each year. These lump sum payments shall not be considered part of salary for retirement or other salary related benefits.

### Vacation Leave

- 9.06 No employee who has served less than six months shall receive vacation credits. However, upon completion of six months of service, the employee shall receive six months of vacation credit. Employees are eligible to use accrued vacation after six (6) months of continuous service, but not before.

9.07 The following vacation monthly accrual schedule shall be in effect during this MOU.

For employees hired after June 1, 1998, vacation accruals will be based on the following chart:

Years of Service	Monthly Accrual (in hours)	10-Hr Days per year
Less than 3 years	7.5	9
3 to <7 years	10.83	13
7 to <12 years	14.17	17
12+ years	17.5	21

In recognition that the new accrual rates outlined above are not intended to decrease the accrual rate of current tenured employees, for those employees hired on or prior to June 1, 1998, vacation accruals will be based on the following chart:

Years of Service	Monthly Accrual (in hours)	8-Hr Days per year
Less than 5 years	8.67	13
5 to <12 years	12.00	18
12 to <20 years	15.33	23
20+ years	18.67	28

- 9.08 Part-time employees will receive a prorated vacation credit. No employee shall be permitted, without the written recommendation of the Police Chief and the written approval of the City Manager, to carry more than one and one-half (1 1/2) times the annual earned vacation. Refer to Council/Administrative Policy 20-8 for more detail.
- 9.09 No vacation may be taken before it is earned, except that a vacation may be commenced where the total vacation will have been earned as of the final day of the vacation.
- 9.10 When an employee terminates, said employee shall receive a lump sum payment for accrued unused vacation leave hours at their hourly rate of pay.
- 9.11 For the purpose of determining the rate at which vacation credits are accrued, only eligible, continuous service with the City of Brentwood shall be considered. However, an authorized leave of absence of less than 30 days shall have no effect on vacation accrual rates and an authorized leave of absence of more than 30 days shall not be considered a break in service although no vacation leave hours shall be accrued during any such leave of absence where the employee is not in a payroll status.
- 9.12 Vacation shall be taken in increments of one-half (1/2) hour and not less.

- 9.13 Employees shall sign-up for vacation by seniority in assignment. Initial sign-up shall be for a single period of consecutive days, up to the maximum vacation accumulation of the employee. An employee may make a second selection, based on seniority, after all other employees in their assignment have had the opportunity to sign-up by seniority. Unless authorized in writing by the Police Chief or designee, no more than one (1) employee on each Patrol team may be off on vacation at the same time.

Sick Leave

- 9.15 Employees accrue eight (8) hours of sick leave per month.
- 9.16 Unused sick leave shall accumulate from year to year without limit.
- 9.17 At time of termination, employees shall receive no remuneration or payment for unused accumulation of sick leave.
- 9.19 When an employee retires from the City of Brentwood, unlimited earned unused sick leave shall count toward service credit for retirement purposes under the terms and conditions contained within the PERS statutes.
- 9.19 Employees are permitted to utilize sick leave, charged in increments of one-half (1/2) hour and not less, for those hours which the employee would normally have worked, to a maximum of the hours accrued.

When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify their supervisor or the department office promptly by telephone or other means.

Before an employee may be paid for the use of accrued sick leave, he shall complete and submit to their department head for approval a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of payroll, other arrangements may be made with the approval of the department head.

The department head may require a physician's statement at the City's expense, if any, from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request. Sick leave may be utilized for personal injury resulting during off-hours only.

Employees covered under pregnancy disability leave, may use sick leave as provided by the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993. All other employees may use up to two weeks of sick leave for the birth or adoption under Family and Medical Leave Act.

### Military Leave

- 9.20 Military Leave shall be granted in accordance with the applicable provisions of State and Federal law.

Once Military Leave is granted, the City will pay the difference between an employee's base City salary and the employee's military pay including all military allowances and/or premiums (if the base City salary exceeds the military pay); and

The City will pay the same contribution towards an employee's health, dental, vision, and employee assistance program premiums for an employee called into active duty that it was paying at the time the employee was called up, excluding the cash allowance that may be received in lieu of health benefits coverage; and

The City will continue the outlined pay and benefits for employees remaining in active duty and called into such duty for up to twelve (12) months from the date that the employee has exhausted the 30 calendar days of pay provided per California Military and Veteran's Code Section 395.03.

### Jury Duty

- 9.21 Any employee legally required to serve as a juror or witness in any judicial proceedings on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is a non-subpoenaed witness or litigant against the City notwithstanding a Grand Jury subpoena. A judicial proceeding is defined as, but is not limited to, coroner's inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed in relation to their City employment.
- 9.22 Any per diem compensation received by an employee for such service performed on a regularly scheduled workday shall be immediately remitted to the City. Any mileage payments received by such employees shall be promptly reported. Any pending or probable absence due to such service and termination of such service must be reported promptly. A copy of the jury summons or subpoena will be filed with the City by the employee.
- 9.23 No employee shall be entitled to full pay for such service when rendered pursuant to an action or proceeding in which such employee or member of the immediate family thereof is a part to such action or proceeding, excepting there from actions initiated by the City and having some connection with such employee's employment by said City.

### Other Leaves of Absence

- 9.24 The City Manager may grant temporary leave to a regular employee, without pay, for a period not to exceed thirty (30) days.

- 9.25 The City Council may grant temporary leave to a regular employee, without pay, for a period not to exceed one (1) year.
- 9.26 No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Department. A regular employee with a granted unpaid leave of absence shall not receive compensation for holidays that occur during such leave nor shall the employee accrue vacation or sick leave hours. Their anniversary date shall be deferred by the length of such leave. If the approved leave is for medical reasons, the City shall continue to pay life and medical insurance premiums for up to the first three (3) months of such leave, unless otherwise required by law. Employees may continue to be covered by the City health plan provided they submit the premium payment prior to the first due date, unless otherwise required by law.
- 9.27 If the approved leave is for medical or maternity reasons, the employee shall not return to work until he or she provides the City with a doctor's certificate stating that the employee is capable of resuming normal duties on a full-time basis.
- 9.28 Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted or to an equivalent position. An employee who fails to report to work for their next scheduled work period at the expiration of their leave shall be deemed to have voluntarily terminated their employment with the City.
- 9.29 An employee who is absent from work for three of their scheduled working days or more without an approved leave of absence in accordance with the provisions of this section shall be deemed to have voluntarily terminated their employment with the City.

**SECTION X**                      **HEALTH INSURANCE**

- 10.01 The City currently offers health insurance benefits through the CalPERS Health Benefits Program. The City shall provide medical coverage for eligible bargaining unit members that elect medical coverage through the City-offered medical plans. The City shall pay medical premiums up to the full family rate for the lowest cost HMO plan offered by the City. The City will meet and confer in good faith with the BPOA prior to offering health insurance benefits outside of the CalPERS Health Benefits Program. Any replacement health insurance benefits must be agreed to by the BPOA. The City shall provide for a maximum annual increase of 10%, but in no instance shall the maximum annual contribution exceed the full family rate for the lowest cost HMO plan offered by the City. In the event the medical premium increase is less than 10%, the City's sole obligation is to pay the actual increase. The maximum amounts described herein include the PEMHCA minimum (currently \$143/month). The employees shall agree to pay any excess medical premium costs through a pretax payroll deduction of the employee chosen plan, unless the IRS tax code changes.
- 10.02 The City shall provide vision care through Vision Services Plan (VSP) or equivalent plan that provides vision care services through participating providers.

10.03 Retiree medical is available through the CalPERS Health Benefits Plan.

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

**For existing retirees retired prior to July 1, 2012:**

The maximum premium amount paid by the City shall be \$1,250.66. All increases in full family Kaiser will be split 70% (city) – 30% (retiree) with the retiree until the Kaiser employee plus one dependent premium level is reached. From that time forward, the City's contribution rate shall equal the Kaiser employee plus one dependent rate. The maximum amounts described herein include the PEMHCA minimum (currently \$143/month). The payment method of any excess premium due from retiree will be prescribed by CalPERS.

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

The previously enacted second tier for those employees hired after August 1, 2004 (CalPERS Vesting Plan) shall be eliminated and no distinction of hire date shall be made for retiree medical purposes for any employee hired before July 1, 2012. The maximum premium amount paid by the City for an employee retiring on or after July 1, 2012 shall be \$1491.41 per month. All increases in full family Kaiser will be split 70% (City) - 30% (retiree) with the retiree until the City's contribution equals \$1,500 per month and will then be capped at that amount. If during the term of the agreement, the Kaiser employee only rate exceeds \$1,500 per month, the retirees shall receive a monthly amount equal to the Kaiser employee only amount. This maximum amount includes the PEMHCA minimum (currently \$143/month). Retirees shall be responsible for any excess premium costs due CalPERS. The payment method of the excess premium will be prescribed by CalPERS.

**For employees hired on or after July 1, 2012:**

The maximum premium amount paid by the City for an employee retiring on or after July 1, 2012 shall be equal to the PEMHCA minimum amount, (currently \$143/month). Retirees shall be responsible for payment of any excess premium costs due CalPERS. The payment method of excess premium will be prescribed by CalPERS. The City shall increase the maximum medical premium amount to match the PEMHCA minimum amount in compliance with the required PEMHCA minimum amount. The City shall contribute one-hundred dollars (\$100.00) per pay period into an agreed upon IRS approved retiree medical trust or a Health Reimbursement Arrangement (HRA) for purposes of establishing an individual account that provides for a medical benefit upon retirement. The plan shall provide that members may provide contributions by the employees. Such benefits are the property of the member and shall immediately be vested with them. The City shall pay all administrative and accounting fees associated with the benefit.

10.04 Active employees that have medical coverage by some other means, for example through a spouse, may elect to receive "cash in-lieu" of medical coverage after they provide proof of such medical coverage to the Human Resources Department. Upon the loss of such coverage, employees shall notify the Human Resources Department and shall enroll in one of the medical plans offered by the City. For employees who



receive the "cash in-lieu" benefit on July 1, 2014, the benefit amount will be \$668.63 per month and shall be capped at that amount. The "cash in-lieu" benefit amount shall be \$300 per month for: a) employees hired after July 1, 2014; or b) existing employees who discontinue the City's medical coverage and opt for "cash in lieu" of medical coverage at a later date as long as they meet the requirements as described above.

a. Separate and apart from the obligations governing the calculation and payment of contractual overtime as defined in section 8.01 above, the City will calculate and pay overtime as required under the Fair Labor Standards Act (FLSA) at 1.5 times the employee's regular rate of pay. In compliance with the holding in *Flores v. City of San Gabriel*, 824 F.3d 890 (2016), for employees receiving cash in lieu of medical coverage, the following formulas shall be used to calculate the portion of the employee's regular rate of pay that is comprised of 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 7.01, 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.

#### 10.05 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 one hundred dollars (\$100) per pay period on behalf of each qualified employee to the plan. City contributions shall immediately vest to the qualified employee. The City shall pay the accounting fee as charged by the plan. Employees may withdraw from the plan upon separation from City employment, consistent with the terms of the plan.

## **SECTION XI**      **DENTAL INSURANCE**

The City shall pay full dental coverage for members of this bargaining unit and their qualified dependents. 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.

**SECTION XII**            **LIFE INSURANCE**

The City shall pay the premium for \$20,000 of term life insurance with \$100,000 accidental death coverage for all members of this bargaining unit.

**SECTION XIII**            **DISABILITY INSURANCE**

Members of the Association shall be enrolled in the "Platinum" Long Term Disability Plan and Short Term Disability Plan available through the Peace Officers' Research Association of California Insurance and Benefits Trust. The premiums for these plans shall be paid by the members, through Association dues, which will be increased by an amount equal to the monthly premium.

The City shall provide each member so enrolled in the PORAC "Platinum" Long Term Disability Plan and Short Term Disability Plan with special compensation equal to the full monthly premium (currently \$34.00 per month), payable semi-monthly, for the term of this agreement. The special compensation will not exceed the amount of the premium for the Municipal Pooling Authority disability plan.

**SECTION XIV**            **UNIFORM ALLOWANCE**

14.01 Employees shall receive an annual uniform allowance based on the fiscal year, in the amount of \$1,500. The uniform allowance shall be paid through payroll as follows: The regular payroll checks for the first pay period in October and the first pay period in April will include an amount equal to half of the annual uniform allowance (less applicable taxes). The uniform allowance will be pro-rated for new hires.

**SECTION XV**            **OTHER PAY**

15.01 FIELD TRAINING OFFICER PAY - Employees assigned by the Police Chief as Field Training Officer (FTO) shall receive an additional 5% to their regular pay rate for each hour spent training a new officer. No more than 26 weeks of training time will be allocated for each new officer. Only one FTO shall be compensated for each hour of training.

Additional pay for FTO training of reserve officers shall be for actual training hours up to a maximum of 480 hours for any one reserve officer.

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

- 15.03 SPECIAL ASSIGNMENT PAY - Employees assigned to a specialized assignment shall receive an additional 5% of their regular pay rate during the period of assignment to recognize the more difficult scope of work and higher level of responsibility that is required of specialized assignments. Specialized assignment pay shall be received by employees assigned by the Police Chief as Canine Officer, Motorcycle Officer, Detective, Police Liaison Officer (as a School Resource Officer or Community Engagement Officer), and Police Administrative Officer (as the Professional Standards Unit Sergeant and Special Operations Sergeant).
- 15.04 SHIFT DIFFERENTIAL PAY - A shift differential of three percent (3%) of base salary has been established for all members of the bargaining unit regularly assigned to Patrol graveyard shift, and one and one-half percent (1.5%) while regularly assigned to Patrol swing shift. For purposes of this section, "regularly assigned" is understood to mean the shift the member has been assigned through the annual shift selection process. In instances where the member did not participate in the annual shift selection, "regularly assigned" is understood to mean the shift which the member is normally assigned after having been transferred to the Patrol division, or after completing the field training program.
- 15.05 LONGEVITY INCENTIVE PAY - The City will pay each sworn peace officer an additional 4% of base salary once the officer has reached one hundred twenty (120) months of service as a full-time sworn peace officer in the State of California. Only full-time service as a peace officer defined in Chapter 4.5, Section 830 of the California Penal Code, and while employed with a city police agency, a county sheriff department, or the California Highway Patrol, will be counted towards determining the one hundred twenty (120) months of service. Comparable law enforcement experience out of state, in a state whose training qualifies an applicant for a Basic Course Waiver from California P.O.S.T., will be evaluated on a case by case basis and will be counted towards the one hundred twenty (120) months of service.

**SECTION XVI**      **EDUCATIONAL SUPPLEMENT**

- 16.01 Possession of an AA Degree or P.O.S.T. Intermediate Certificate shall entitle a member of the bargaining unit to an increase to base salary of two and one-half percent (2.5%)
- Possession of a BS/BA Degree or P.O.S.T. Advanced Certificate shall entitle a member of the bargaining unit to an increase to base salary of five percent (5%).
- Possession of a Master's Degree shall entitle a member of the bargaining group to an increase to base salary of seven and one-half percent (7.5%).
- 16.02 The educational achievement supplement shall be paid on a monthly basis.

- 16.03 Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from their accrued overtime hours, or for arranging to trade shifts with another employee, having another employee work their shift in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head. Employees shall not be permitted to use City vehicles to attend courses to qualify for the educational supplement.
- 16.04 A bargaining unit member will be entitled to receive only one of the above levels educational supplement. Only educational degrees from accredited institutions of higher learning qualify for the educational supplement.

## **SECTION XVII      COURT TIME**

- 17.01 Personnel required to attend court on off-duty time will receive a minimum of four (4) hours at time and one-half, or the actual time spent traveling 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.
- 17.02 Personnel required to attend court on off-duty time have the option to commute to the Police Department and exchange their vehicle with a BPD vehicle to drive to court. In the event that personnel opt to drive their personal vehicle, they may submit mileage reimbursement for actual miles traveled to court providing the miles are less than or equal to the mileage between BPD and the courthouse. Personnel are not to be reimbursed for mileage from their residence to BPD.

## **SECTION XVIII      CALL OUT**

If an employee is ordered, by appropriate authority, to report for duty on their time off and such call out is in excess of ten (10) hours per day/40 hours per week, or is outside the normal business hours of the department (for non-sworn members) they will receive compensation with a minimum of two (2) hours regular pay or time and one-half for each actual hour worked, whichever is greater.

**SECTION XIX**            **EMPLOYEE PERS CONTRIBUTION**

- 19.01 Employees hired on or before September 1, 2012 shall be members of the Public Employees' Retirement System (PERS) 3% at age 50 Public Safety Retirement Plan, including the 5% Annual Cost of Living Allowance, and the one year highest compensation. Employees shall pay the 9% member contribution to PERS on a pre-tax basis (unless the IRS tax code changes).
- 19.02 Employees hired after September 1, 2012 who are "classic members" as determined by CalPERS shall be members of the Public Employees' Retirement System (PERS) 3% at 55 Public Safety Retirement Plan including the 2% Annual Cost of Living Allowance, and the three years highest compensation calculation as defined by CalPERS. Employees shall pay the 9% member contribution to PERS on a pre-tax basis (unless the IRS tax code changes).
- 19.03 In accordance with the Public Employees' Pension Reform Act (PEPRA), employees hired on or after January 1, 2013, who are "new members" as determined by CalPERS, shall be members of the Public Employees' Retirement System (PERS) 2.7% at 57 Public Safety Retirement Plan, including the 2% Annual Cost of Living Allowance, and the three years highest compensation calculation as defined by CalPERS. Employees of this retirement plan shall pay 50% of the normal cost of retirement as determined annually by CalPERS on a pre-tax basis (unless the IRS tax code changes).
- 19.04 Employees shall be covered by the PERS "1959 Survivor Benefit" at Level III.
- 19.05 The PERS contract for employees includes Military Service Credit as Public Service, an optional benefit available through CalPERS. Employees electing this option are fully responsible for any costs associated with the election of this benefit.

**SECTION XX**            **GRIEVANCE PROCEDURE**

20.01 Definitions

- a. A "grievance" is defined as:

An alleged violation, misinterpretation or misapplication of the provisions of this MOU, Personnel Rules, or other City ordinances, resolutions, policy and/or procedure manuals affecting the work conditions of the officers covered by this Agreement.

- b. A "grievant" is any employee or the Association.

- c. A "day" is any day in which the administrative offices of the City are open for regularly scheduled business.

Disciplinary action shall not be subject to the grievance procedure pursuant to this Article.

## 20.02 General Provisions

- a. Until final disposition of a grievance, the grievant shall comply with the direction of the grievant's immediate supervisor.
- b. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- c. Time limits provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the BPOA.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

- d. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- e. Any Association employee may at any time present grievances to the City and have such grievances adjusted without the intervention of the BPOA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this MOU; provided that the City shall not agree to resolution of the grievance until the BPOA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the BPOA.

## 20.03 Procedure

- a. Level I - Informal Resolution
  - (1) Any Association member who believes they have a grievance shall present the grievance orally to their immediate supervisor within fifteen (15) business days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

b. Level II - Formal Written Grievance

- (1) If the grievance is not settled during the informal conference and the grievant wishes to further pursue the matter, the grievant shall present a formal written grievance on the appropriate form to the Supervising Lieutenant within ten (10) days after the oral decision of the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement of City Rules, ordinances, policies and/or procedures which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.
- (2) The Supervising Lieutenant shall communicate their decision to the grievant in writing within ten (10) days after receiving the grievance. If the Supervising Lieutenant does not respond within the time limits, the grievant may appeal to the next level.
- (3) Within the above time limits either party may request a personal conference.

20.04 Level III - Appeal to the Police Chief

- a. If the grievant is not satisfied with the decision at Level II and the grievant wishes to further pursue the matter, the grievant shall present the grievance and all supporting documents to the Police Chief within ten (10) days after the written decision of the Supervising Lieutenant. The grievant shall include a clear, concise written statement of the reasons why the decision at Level II is unsatisfactory.
- b. The Police Chief or designee shall communicate their decision to the grievant in writing within ten (10) days after receiving the grievance. If the Police Chief does not respond within the time limits, the grievant may appeal to the next level.
- c. Within the above time limits either party may request a personal conference.

20.05 Level IV - Appeal Officer

- a. If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision at Level III, request an appeal. The request for appeal shall be to the City Manager in writing and shall include a clear, concise statement of the reasons for the appeal.
- b. Within (5) days of the receipt of the written request for appeal, the City Manager shall appoint an Appeals Officer of their choice to review the decision at Level III.

- c. Within 10 days of their appointment, the Appeals Officer shall meet with the grievant and their representative, if any, and representative(s) of the City to review the grievance.
- d. The Appeals Officer shall communicate their decision to the grievant and the City Manager within ten (10) days. If the Appeals Officer does not respond within the time limits provided, the grievant may appeal to the next level.

#### 20.06 Level V - Advisory Arbitration

- a. If the grievant is not satisfied with the decision at Level IV, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the BPOA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level IV, the BPOA shall inform the City of its intent as to whether or not the grievance will be arbitrated.

The determination to pursue any grievance to arbitration is solely at the discretion of the BPOA

- b. If a grievance will proceed to arbitration, the City shall obtain from the State Mediation and Conciliation Services (SMCS) a list of seven potential arbitrators. The parties, using the alternate strike method, shall strike names from the list until one name remains, who shall be the arbitrator to hear the grievance. The party first to strike shall be determined by coin toss.
- c. The arbitrator agreed upon by the BPOA and the City to hear the merits of any grievance shall determine any issues raised regarding the arbitrability of a grievance.
- d. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.
- e. The City and BPOA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall the employee impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City of management to do an act prohibited by law.
- f. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their findings and recommendations.



- g. The arbitrator's findings and recommendations shall be advisory only.

Within five (5) days of the receipt of the arbitrator's determination, the City Manager shall render a final decision on the grievance.

- h. The fees and expenses of the arbitrator shall be shared equally by the City and BPOA. Either party may request a certified court reporter to record the entire arbitration hearing at the requesting party's expense; however, the parties may mutually agree to share equally the costs of such court reporter.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## **SECTION XXI**      **PROMOTIONAL EXAMINATIONS**

### 21.01 Promotions

The promotional process set forth in this Section XXI shall determine the exclusive promotional process for members promoting from the Police Sergeant and Police Officer classifications.

### 21.02 Examination Eligibility

Applicants who meet the following minimum requirements are eligible to participate in the examination process.

#### Minimum Qualification Criteria:

- a) Sergeant Examination - Five (5) years employed by a California law enforcement agency as a sworn peace officer under section 830 of the California Penal Code, with at least three (3) of those five (5) years spent as a Police Officer with the Brentwood Police Department.
- b) Lieutenant Examination - Eight (8) years of sworn peace officer experience, with increasing responsibilities in all major phases of police work, including three (3) years of administrative and supervisory experience at a level comparable to the level of a Police Sergeant with the Brentwood Police Department, and a bachelor's degree from an accredited college or university.

The above periods of service eligibility and education requirements shall be determined as of the closing date of the application period.

### 21.03 Examination Process

- (1) The examination process will be conducted by a professional consultant company which is selected by the City of Brentwood Human Resources Department as well as representatives of the Brentwood Police Department. Specific questions and testing processes will be developed and administered by the company selected, but will be approved by representatives of the City of Brentwood Human Resources Department as well as representatives of the Brentwood Police Department. Prior to making any changes to the established testing process, the City of Brentwood will meet and confer with the Brentwood Police Officers' Association.
- (2) The top five (5) highest scoring applicants, as determined by their final and exact composite scores on the examination process will be eligible to participate in Chief's interviews.
- (3) If the Police Chief determines there is a need to make a promotion, interviews will be conducted with the five (5) highest scoring applicants. After these interviews, the Chief will select applicants to be promoted from among the group which participated in the Chief's interviews.
- (4) If one or more promotions have been made off of the list above (sub-section 2), the next highest scoring applicant(s) will be moved into the group of five (5) applicants to participate in the Chief's interview process for consideration for promotion during the eligibility period of the list.

### 21.04 Tie Breakers

In the event of tied scores on the examination process, a series of tiebreakers will be examined. The first tiebreaker will be the applicants' time as sworn California Peace Officers under section 830 of the California Penal Code. The applicant with more time as a sworn California peace officer will be ranked higher. If there is still a tie, the next tiebreaker will be the applicants' time working as a sworn peace officer for the Brentwood Police Department. The applicant with more time as a sworn peace officer employed by the Brentwood Police Department will be ranked higher. If there is still a tie, the tied applicants will share the same list rank even if this results in more than five (5) applicants being advanced to Chief's interviews.

### 21.05 Duration of Eligibility Lists

Eligibility lists established by promotional examinations shall be in effect for a period of six (6) months. The list may be extended in increments of six (6) months up to twenty-four (24) months total. The City Manager holds the authority to determine whether or not a list should be extended

**SECTION XXII DURATION OF NEGOTIATIONS**

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 the 30<sup>th</sup> day of June, 2024, and shall continue thereafter from year to year unless at least forty-five (45) days prior to the first of July 1, 2024, but not more than one hundred and twenty (120) days prior to the expiration of this agreement or the first 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.


The parties hereto agree to meet and confer no later than the first of April, 2024 concerning negotiations and ground rules for the contract term beginning July 1, 2024.

This agreement sets forth the full and entire understanding of the parties regarding the matters set forth therein and that any other prior or existing understanding or agreement regarding the matters set forth therein, whether formal or informal, is superseded in their entirety by the new agreement. Nothing in the agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.


IN WITNESS WHEREOF the parties hereto have executed this MOU this 14th day of October, 2021.

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Aaron Peachman, BPOA President

DocuSigned by:  
  
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Tim Ogden, City Manager

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Eric Huesman, BPOA

DocuSigned by:  
  
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Jason Fish, BPOA

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Michael Gibson, BPOA



## Pay Schedule Police Officers' Association

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		Effective 7/1/2021 (3.5% salary increase)	
		Hourly Rate	Monthly Salary
Police Officer	A	\$ 47.03	\$ 8,152.63
	B	\$ 49.39	\$ 8,560.27
	C	\$ 51.86	\$ 8,988.28
	D	\$ 54.45	\$ 9,437.69
	E	\$ 57.17	\$ 9,909.58
Police Sergeant	A	\$ 55.82	\$ 9,675.44
	B	\$ 58.61	\$ 10,159.21
	C	\$ 61.54	\$ 10,667.17
	D	\$ 64.62	\$ 11,200.52
	E	\$ 67.85	\$ 11,760.55

**SIDE LETTER**  
**BETWEEN THE CITY OF BRENTWOOD**  
**AND**  
**THE BRENTWOOD POLICE OFFICERS' ASSOCIATION**

The City of Brentwood ("City") and the Brentwood Police Officers' Association ("BPOA"), having met and conferred, agree that the Memorandum of Understanding between the City and BPOA is amended as follows. The intent of this side letter is to clarify the existing understanding between the City and the BPOA that the pays listed herein are special compensation under Title 2 CCR Sections 571 and 571.1. The contents of this side letter do not represent a substantive change to previously existing understanding and practices:

**SECTION XV OTHER PAY**

15.01 TRAINING PREMIUM/FIELD TRAINING OFFICER PAY - Employees assigned by the Police Chief as Field Training Officer (FTO) shall receive an additional 5% of base salary rate + (if applicable) special assignment pay for each hour spent training a new officer. No more than 26 weeks of training time will be allocated for each new officer. Additional pay for FTO training of reserve officers shall be for actual training hours up to a maximum of 480 hours for any one reserve officer.

The Parties agree that to the extent permitted by law, FTO 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).

15.02 BILINGUAL PREMIUM PAY - The City shall pay \$25 per semi-monthly pay period, to individuals that are fluent in a foreign language or American Sign Language (ASL) and 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).

15.03 SPECIAL ASSIGNMENT PAY - Employees assigned to a specialized assignment shall receive an additional 5% of base salary rate during the period of assignment. The special assignments eligible for this pay are as follows:

- Canine Officer Pay. Paid to officers routinely and consistently assigned to handle, train, and board a canine.
- Detective Division Pay. Paid to officers routinely and consistently assigned to the Department's Detective Division.
- Motorcycle Officer Pay. Paid to officers routinely and consistently assigned to operate and patrol on motorcycles.

- Police Administrative Officer (Professional Standards and Special Operations Sergeants) Pay. Paid to officers routinely and consistently assigned to provide support for the police chief and command staff in the operation of the Police Department.
- Police Liaison Officer (Community Engagement) Pay. Paid to officers routinely and consistently assigned to function as a liaison between the community and the Police Department.
- Police Liaison Officer (School Resources) Pay. Paid to officers routinely and consistently assigned to function as a liaison local schools/students and the Police Department.

The Parties agree that to the extent permitted by law, special assignment 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).

#### 15.04 SHIFT DIFFERENTIAL PAY

- A shift differential of three percent (3%) of base salary rate + (if applicable) special assignment pay has been established for all members of the bargaining unit regularly assigned to Patrol graveyard shift, one and one-half percent (1.5%) of base salary rate + (if applicable) special assignment pay while regularly assigned to Patrol swing shift.
- A shift differential of five percent (5%) of base salary rate has been established for relief sergeants regularly assigned to rotating shifts and other schedule adjustments required as a relief sergeant. See Section 7.06 for further explanation of the Relief Sergeant assignment.

For purposes of this section, “regularly assigned” is understood to mean the shift the member has been assigned through the annual shift selection process. In instances where the member did not participate in the annual shift selection, “regularly assigned” is understood to mean the shift, which the member is normally assigned after having been transferred to the Patrol division, or after completing the field training program.

The Parties agree that to the extent permitted by law, shift differential 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).

- 15.05 LONGEVITY INCENTIVE PAY - The City will pay each sworn peace officer an additional 4% of base salary rate + (if applicable) special assignment pay once the officer has reached one hundred twenty (120) months of service as a full-time sworn peace officer in the State of California. Once the required number of months has been reached, longevity incentive pay is ongoing and paid on a pay period basis. Only fulltime service as a peace officer defined in Chapter 4.5, Section 830 of the California Penal Code, and while employed with a city police agency, a county sheriff department, or the California Highway Patrol, will be counted towards determining the one hundred twenty (120) months of service. Comparable law enforcement experience out of state, in a state whose training qualifies an applicant for a Basic Course Waiver from California P.O.S.T., will be evaluated on a case-by-case basis and will be counted towards the one hundred twenty (120) months of service.

The Parties agree that to the extent permitted by law, longevity incentive pay is special compensation and shall be reported as such pursuant to the Title 2 CCR Sections 571(a)(1) and 571.1(b)(1).

- 15.06 EXAMPLE - To clarify the above terms, this section will use the example of a sworn officer with a monthly base rate of \$10,568.78 who is eligible for longevity pay (at 4% of base salary rate + special assignment pay) and canine officer special assignment pay (at 5% of base salary rate). On a monthly basis, this exemplar officer shall be paid \$10,568.78 in salary, \$528.44 in canine officer special assignment pay, and \$443.89 in longevity pay. If the officer had no special assignment pay, the officer would be paid \$10,568.78 in salary and \$422.75 in longevity pay. In the latter example, the longevity pay is less because the 4% is only applied to salary and not salary + special assignment.

### **SECTION XVI EDUCATIONAL PAY**

- 16.01 Possession of an AA Degree or P.O.S.T. Intermediate Certificate shall entitle a member of the bargaining unit to an additional two and one-half percent (2.5%) of base salary rate + (if applicable) special assignment pay.

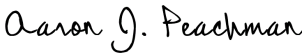
Possession of a BS/BA Degree or P.O.S.T Advanced Certificate shall entitle a member of the bargaining unit to an additional five percent (5%) of base salary rate + (if applicable) special assignment pay.

Possession of a Master's Degree shall entitle a member of the bargaining group to an additional seven and one-half percent (7.5%) of base salary rate + (if applicable) special assignment pay.

- 16.02 Educational pay shall be paid on an ongoing, pay period basis.
- 16.03 Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from their accrued overtime hours, or for arranging to trade shifts with another employee, having another employee work their shift in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head. Employees shall not be permitted to use City vehicles to attend courses to qualify for the educational supplement.
- 16.04 A bargaining unit member will be entitled to receive only one of the above levels of educational pay. Only educational degrees from accredited institutions of higher learning qualify for educational pay.
- 16.05 The Parties agree that to the extent permitted by law, educational incentive pay is special compensation and shall be reported as such pursuant to the Title 2 CCR Sections 571(a)(2) and 571.1(b)(2).
- 16.06 EXAMPLE - To clarify the above terms, this section will use the example of a sworn officer with a monthly base salary rate of \$10,568.78 who possesses a P.O.S.T Advanced Certificate (at 5% of base salary rate + special assignment pay) and motorcycle officer special assignment pay (at 5% of base salary rate). On a monthly basis, this exemplar

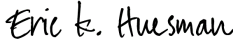
officer shall be paid \$10,568.78 in salary, \$528.44 in motorcycle officer special assignment pay, and \$554.86 in educational pay. If the officer had no special assignment pay, the officer would be paid \$10,568.78 in salary and \$528.44 in educational pay. In the latter example, the educational pay is less because the 5% is only applied to salary and not salary + special assignment.

FOR THE BRENTWOOD POLICE OFFICERS'  
ASSOCIATION

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Aaron Peachman, BPOA President

FOR THE CITY OF BRENTWOOD

DocuSigned by:  
  
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Tim Ogden, City Manager

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Eric Huesman, BPOA