

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRENTWOOD  
AND  
BRENTWOOD POLICE LIEUTENANTS' GROUP  
2021 - 2024**

Approved: September 28, 2021

Resolution No. 2021-125

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**2021 – 2024 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRENTWOOD AND  
BRENTWOOD POLICE LIEUTENANTS' GROUP**

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

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

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

## **SECTION 1 Recognition and Representation**

### **1.1 Group Recognition**

The Brentwood Police Lieutenants' Group, ("Group") is the recognized employee organization for employees occupying regular positions in the Police Department as detailed in Attachment "A".

### **1.2 City Recognition**

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

## **SECTION 2 Group Rights**

- 2.1 The Group shall be allowed, by the City, use of space on available bulletin boards for communications having to do with official Group business, such as times and places of meetings, provided such use does not interfere with the needs of the City. Additionally, the Group shall be allowed reasonable use of the City's e-mail system for communications related to the completion of the negotiations process. Such use will be as provided in Council/Administrative Policy No. 10-10, Policy and Procedures for City Information Systems and Communications.
- 2.2 Any representative of the Group shall give notice to and request permission from their Department Director or their designated representative when desiring to contact Group members on City facilities during the duty period of the employees, providing that solicitation for membership or other internal Group business shall be conducted during the non-duty hours of all employees. Pre-arrangement for routine contact must be made with the Department Director.
- 2.3 City buildings and other facilities may be made available for use by employees, the Group, or their representatives in accordance with such administrative procedures as may be established by the City Manager or Department Directors concerned.

## **SECTION 3 Attendance at Meetings by Employees**

City employees who are official representatives of the Group shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. With mutual agreement, the number of employees excused for such purposes shall not exceed two (2) at any given time.

#### **SECTION 4 Employer's Rights and Responsibilities**

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

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

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

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

#### **SECTION 5 No Discrimination**

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

## **SECTION 6 Salaries**

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

Effective July 1, 2021 all ranges shall be increased by 3.5%

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

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

### **6.1 Reopeners**

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

### **6.2 Retroactivity**

The July 1, 2021, salary increase described above will be provided to employees retroactively to July 1, 2021.

## **SECTION 7 Hours of Work and Flexibility of Schedule**

### **7.1 Standard Workday**

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 Group or individual member thereof if it affects only that individual member with approval of the City Manager.

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.

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

## **SECTION 8 Other Pays**

### **8.1 Bilingual Premium Pay**

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

### **8.2 Uniform Allowance**

All members of this bargaining group shall receive a total annual uniform allowance based on the fiscal year, in the amount of \$1,500. Effective the first full pay period in July 2021, the uniform allowance shall be paid through payroll on a pro rata basis each pay period (less applicable taxes). The total annual fiscal year uniform allowance will be pro-rated for new hires.

### **8.3 Educational Supplement**

8.3.1 Possession of an AA/AS Degree or P.O.S.T. Intermediate Certificate shall entitle a member of the bargaining group 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 group 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%).

8.3.2 The educational achievement supplement shall be paid on a monthly basis. Said supplement shall be increased at the same percentage rate as sworn police employee salaries.

8.3.3 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. This will not restrict any employee to apply for time off or for arranging to trade shifts with another employee or having another employee work his/her 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.

A bargaining group member will be entitled to receive only one of the above incentive pays. Only educational degrees from accredited institutions of higher learning qualify for the educational incentive program.

**SECTION 9 Holidays**

As provided in the Personnel Rules and Regulations, Rule 10, the City observes the following holidays and full-time and part-time regular and probationary employees shall have the specified days off with pay. In order for an employee to receive compensation for a holiday, the employee must be in a pay status (working, vacation, sick leave, worker’s compensation, scheduled day off) the day prior to and the day following the holiday.

Holidays will be observed by the City as follows:

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

Generally, as determined by the City, when a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall generally be observed on the following Monday. If the preceding Friday or succeeding Monday is also a holiday, then the holiday should generally be observed on the next preceding or succeeding work day as determined by the City. Members of the bargaining group shall be compensated for their entire regularly assigned shift of up to 10 hours. If the holiday falls on their regularly scheduled day off, the hours will be credited to the employee’s personal/holiday leave bank.

**SECTION 10 Vacation**

**10.1 Vacation Accrual for New Employees**

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

**10.2 Vacation Accrual Tables**

Employees are subject to the following vacation accrual schedule:

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



Effective July 1, 2021, for those employees hired on or prior to June 1, 1998, the following vacation accrual will be added:

20 years+	18.67 (28 days annual)
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Vacation accrual shall begin with the first hour of work. Vacation shall accrue on the basis of regular hours on payroll status. Vacation accrual is capped at 18 months of vacation accrual. Upon reaching the vacation accrual cap the employee will cease to accrue vacation until the balance is below the accrual cap.

Regular employees who work fifty percent (50%) of full-time or more shall accrue vacation leave hours in proportion to their time worked.

**SECTION 11 Longevity Incentive Plan**

The City will pay each bargaining unit 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 12 Personal Time Off**

All members covered by this MOU are eligible to use up to eighty (80) hours of paid time off for personal leave. This time shall be placed on the employees' books effective every January 1, with the exception of the following: forty (40) hours will be placed on the employees' books effective July 1, 2021 and then eighty (80) hours every January 1 thereafter. The employee can use this time off all at once or in as little as one (1) hour increments. These hours shall have no cash value, shall not be eligible for payment upon termination of employment, and shall not be transferable from one year to the next. Each employee is eligible for the full eighty (80) hours of paid time off regardless of the duration of their employment.

**SECTION 13 Sick Leave**

Regular and probationary employees earn sick leave at the rate of eight (8) hours per month. Sick leave accrued on the basis of hours worked, therefore regular and probationary employees who work fifty percent (50%) of full-time or more shall accrue sick leave credits in proportion to their time worked. Unused sick leave shall accumulate from year to year. Sick leave usage shall be used only in the case of necessity of actual sickness or disability. Sick leave may not be used before it is earned. Sick leave may be used for medical and dental appointments. See Personnel Rules/Regulations, Rule 10.3 for more details that apply to the accrual and use of sick leave.

## **SECTION 14 Health Insurance**

### **14.1 City Contribution**

The City currently offers health insurance benefits through the CalPERS Health Benefits Program. The City shall provide medical coverage for eligible bargaining group 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 Lieutenants prior to offering health insurance benefits outside of the CalPERS Health Benefits Program. 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 per month). The employees shall agree to pay any excess medical premium costs through a pre-tax payroll deduction of the employee chosen plan, unless the IRS tax code changes.

### **14.2 Employee Contribution**

The employees shall agree to pay any excess premium costs through a pre-tax payroll deduction of the employee chosen plan, unless the IRS tax code changes.

### **14.3 Retiree Medical Coverage**

Retiree medical is available through the CalPERS Health Benefits Plan. Employees must be vested with CalPERS and retire from the City of Brentwood within the timeline set by CalPERS to be eligible to receive the retiree medical benefit.

#### **For existing retiree retired prior to July 1, 2012:**

The maximum premium amount paid by the City shall be equal to the Kaiser employee plus one dependent rate. The maximum amounts described herein include the PEMHCA minimum (currently \$128 per 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 retired on or after July 1, 2012:**

The maximum premium amount paid by the City shall be capped at \$1,500 per month. 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 per month). Retirees shall be responsible for payment of any excess premium costs due CalPERS. The payment method of the excess premium will be prescribed by CalPERS.

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

The maximum premium amount paid by the City shall be equal to the PEMHCA minimum amount, (currently \$143 per month). Retirees shall be responsible for payment of any excess premium costs due CalPERS. The payment method of excess premium will be prescribed by CalPERS. The City shall increase the maximum medical premium amount to match the PEMHCA minimum amount in compliance with the required PEMHCA minimum amount.

**14.4 Cash In-Lieu of Medical Coverage**

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. The benefit amount is \$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.

**14.5 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 15 Dental Insurance**

The City shall pay the premium for dental coverage for all full-time personnel and their family. In the event that during the period of the MOU, the premiums required to maintain the current level of dental benefits are increased, the City shall pay such increased premium amounts.

**SECTION 16 Vision Insurance**

The City shall pay the premium for vision coverage through Vision Services Plan (VSP) that provides vision care services through participating providers. This applies to all full-time personnel and their family. In the event that during the period of the MOU, the premiums required to maintain the current level of vision benefits are increased, the City shall pay such increased premium amounts.

**SECTION 17 Flexible Benefit Plan**

Employees in this bargaining group may voluntarily participate in the Flexible Benefit Plan. The plan allows employees to receive nontaxable benefits in exchange for a reduction in taxable compensation.

### **SECTION 18 Life Insurance**

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

### **SECTION 19 Disability Insurance**

The City provides a Long Term Disability Plan and Short Term Disability Plan similar to the disability plan offered by the Peace Officers' Research Group of California Insurance and Benefits Trust. The City cost will not exceed the premium for the Municipal Pooling Authority disability plan.

### **SECTION 20 Retirement Plan**

- 20.1 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 of this group shall pay the 9% member contribution to PERS on a pre-tax basis (unless the IRS tax code changes).
- 20.2 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 (Tier 2), 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).
- 20.3 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. Members 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).
- 20.4 Employees shall be covered by the PERS "1959 Survivor Benefit" at Level III.
- 20.5 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 21 Deferred Compensation and Retiree Health Savings Account**

### **21.1 Deferred Compensation**

The City contracts with 457 Deferred Compensation Plan providers. Employees have the option to choose the plan they wish to participate in and receive a matching contribution from the City equal to fifty-five (\$55.00) each pay period, for a total of one-hundred ten dollars (\$110.00) per month. In addition, employees covered by this MOU will receive an amount equal to three percent (3%) of their salary into a 457 Deferred Compensation Plan provided by the City. There is no matching requirement for this contribution. Contributions to the 457 Deferred Compensation Plans are subject to the annual IRS contribution limits.

### **21.2 Retiree Health Savings Account**

#### **Employees in the bargaining group hired on or after July 1, 2012:**

The Retiree Health Savings Account shall be solely for these qualified members of the bargaining group and shall allow for employer and employee contributions to the plan. The City shall contribute 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.

#### **Employees in the bargaining group hired before July 1, 2012:**

The City agrees to meet with the Lieutenant's Group regarding the establishment of Retiree Health Savings Accounts in members' names on the condition that the City will make no contributions to such Accounts and all members agree to contribute the minimum required amount.

## **SECTION 22 Disposition of Compensatory Time Off Upon Entering the Group**

Effective July 1, 2021, employees who internally promote into the group from another represented bargaining unit (e.g., Police Officer or Police Sergeant) shall have their accrued Compensatory Time Off (CTO) paid out at their then current pre-promotion classification wage rate prior to the effective date of promotion, thereby drawing their CTO balance to zero (0).

Members of this bargaining group do not have the ability to earn CTO or carry a CTO balance, except those members of the bargaining unit as of June 30, 2021, who may carry their CTO balance as of that date forward until such time as it is exhausted.

**SECTION 23 Severability of Provisions**

If any provision of this MOU should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. In the event of invalidation of any provision, the City and this bargaining group agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

**SECTION 24 Scope of Agreement**

Except as otherwise specifically provided herein, the parties agree that this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this MOU, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Such agreement shall be in writing and is subject to approval by the City Council.

**SECTION 25 Duration**

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

IN WITNESS WHEREOF the parties have executed this MOU this 5th day of October, 2021.

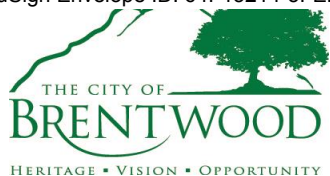
POLICE LIEUTENANTS' GROUP

CITY OF BRENTWOOD

DocuSigned by:  
*Walter O' Grodnick #399*  
138716BCFEB084DF...  
Walter O Grodnick, Representative

DocuSigned by:  
*Tim Ogden*  
3771BABC1174E2...  
Tim Ogden, City Manager

DocuSigned by:  
*D. Schroer*  
419EDFB1C97348F...  
Dave Schroer, Representative



## Pay Schedule Police Lieutenants' Group

Effective 7/1/2021  
(3.5% increase)

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		Hourly Rate	Monthly Salary
Police Lieutenant	A	\$ 71.27	\$ 12,353.38
	B	\$ 74.83	\$ 12,971.04
	C	\$ 78.57	\$ 13,619.60
	D	\$ 82.50	\$ 14,300.57
	E	\$ 86.63	\$ 15,015.61