

2008 – 2012

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF BRENTWOOD

AND

THE BRENTWOOD POLICE OFFICER'S ASSOCIATION

The Brentwood Police Officer's 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 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 Memorandum of Understanding 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, **2008** and ending June 30, **2012**.

Revised: July 22, 2008
Resolution No. 2008-172

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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 Officer's 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 Officer's Association, Inc., hereinafter referred to as the "Association" is the recognized employee organization for employees occupying regular positions in the Police Department except for management employees. The Association is the recognized employee organization for Police Sergeants, Police Officers and Community Service Officers regarding employee salaries, benefits, and working conditions.

1.02 The City Manager, or any person or organization duly authorized by the City Council, is the representative of the Brentwood City Council, hereinafter referred to as 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 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 work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime, to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof, to determine the type and scope of work to be performed and the services to be provided; to establish salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

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

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

SECTION 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 his 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.

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, physical or mental handicap, sex, political affiliation or legitimate association activity against any employee or applicant for employment; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

"Employees" means all workers covered by the Memorandum of Understanding whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

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 Salary ranges for all employees in the Association will be as set forth in Attachment "A" which is attached hereto and made a part hereof. Salary changes for July 1, 2008 to the classifications listed in Attachment "A" shall occur as set forth in the Attachment. **Salary adjustments effective July 1, 2009, 2010, and 2011 shall be based upon the benchmark classifications of the bargaining unit and will be calculated at the 85th percentile of the survey cities**

adopted by the City Council. The benchmark classifications consist of Police Officer and Community Service Officer II. The survey shall be conducted as of March 31 and will be based on the known salaries of the survey jurisdictions in effect as of August 15th of the survey year.

- a. The parties agree that salary increases as set forth in this Memorandum of Understanding, will be effective as approved by Resolution of the City Council, for all employees in the Association employed by the City on the date this agreement is formally approved by the City Council.
 - b. On January 2, 2010, the parties agree to re-open negotiations/meet and confer on the limited issue of reviewing the survey jurisdictions. Bargaining on the issue shall be completed, including impasse resolution, no later than June 15, 2010.
- 6.02 The rates of pay set forth in Attachment "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 Attachment "A" represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the City or this Memorandum of Understanding. 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 sworn employees with the rank of Sergeant and below 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 Non-sworn full-time employees shall normally work five (5) eight (8) hour workdays with two consecutive days off or four (4) ten (10) hour workdays with three consecutive days off as assigned by the Police Chief.
- 7.03 Employees occupying part-time positions shall work hours and schedules as prescribed by the Police Chief and approved by the City Manager.
- 7.04 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 he/she desires; the police officer who is second in seniority, will choose the shift he/she desires from among the remaining shift assignments. The police officers, who are 3rd, 4th and 5th, 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. Officers shall make a shift rotation so as to select at least one night shift rotation and at least one day shift rotation within a two year period.
 - b. This policy shall not apply to police officers who are permanently assigned to a particular shift while on special assignment including, for example, the school resource officer/youth liaison officer, traffic officers, K-9 officers, detectives and probationary officers.
 - c. Temporary reassignment of shifts related to foreseeable circumstances, such as vacation, training, prescheduled comp time off or preplanned special events will require a minimum of a two week advance, written notice and will be based on seniority, unless voluntarily backfilled.
 - d. Beginning in January 2009, shift sign-ups shall be for a four (4) month period – January, February, March, April – May, June, July, August – September, October, November, December.
 - e. Community Service Officers shift assignments, and any rotations or changes, will be at the discretion of the Chief of Police.
- 7.05 When dealing with foreseeable circumstances, two weeks prior, written notice shall be given to the employee prior to any shift adjustment being implemented.
- 7.06 Specialized Assignments, in contrast to the general patrol assignment, are sworn officer positions of at least 90 days in duration which focus on a particular law enforcement function as determined by the Chief of Police. Not limited to and by way of example only, specialized assignments include Juvenile Officer, Investigator, Narcotic Officer, Traffic Officer and Administrative Officer. The following provisions shall apply to sworn officers at the rank of Sergeant or below, who are assigned to a specialized assignment.

- a. After considering the needs of the department, the community and the employee assigned, the Chief of Police 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 weeks 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 Chief of Police 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 Chief of Police.
- 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 Memorandum of Understanding concerning holidays. The Chief of Police, in his/her 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.

SECTION VIII OVERTIME

- 8.01 Overtime will be accumulated for any time worked in excess of ten (10) hours per shift or forty (40) hours per regularly scheduled work week for sworn employees. Overtime for non-sworn employees will be accumulated for any time worked in excess of their assigned work shift or forty (40) hours per regularly scheduled work week. Overtime is earned in fifteen (15) minute increments. All overtime shall be accumulated on a time and one-half basis 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 eighty (80) hours, unless previously approved by the Police Chief.
- 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

9.01 Holidays - All non-sworn employees will receive fourteen (14) holidays per year. The following days shall be observed during the term covered by this MOU:

- | | | |
|-----|----------------------------------|---|
| 1. | New Years Day | January 1 |
| 2. | Martin Luther King, Jr. Birthday | 3rd Monday of January |
| 3. | Washington Birthday | City Observed Holiday |
| 4. | Memorial Day | Last Monday of May |
| 5. | Independence Day | July 4th |
| 6. | Labor Day | 1st Monday of September |
| 7. | Veteran's Day | November 11th |
| 8. | Thanksgiving Day | 4th Thursday of November |
| 9. | Day after Thanksgiving Day | 4th Friday of November |
| 10. | Christmas Eve Day | December 24th |
| 11. | Christmas Day | December 25th |
| 12. | New Year's Eve Day | December 31st |
| 13. | Personal Floating Holiday | Employee scheduled - approved by supervisor |
| 14. | Personal Floating Holiday | Employee scheduled - approved by supervisor |

9.02 Effective January 1, 2009 sworn officers of the Association shall receive credit for thirteen (13) holidays per year. The thirteen (13) holidays per year shall be computed on an eight (8) hour day consisting of a maximum of one hundred four (104) hours per year. Commencing January 1, 2009, holiday compensation shall be based on the calendar year with the first fifty-two (52) hours of holiday time to be paid in a regular payroll check to eligible employees during the first pay period in June. The second fifty-two (52) hours of holiday time is to be paid in a regular

payroll check to eligible employees during the first pay period in December. 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.

- 9.03 All personnel who work at least 50% of their shift on the actual holiday shall be paid at the rate of time and one-half (1 1/2) for said holiday up to five (5) extra hours for a ten (10) hour scheduled work day. For example: Officer #1 worked 7 hours on the holiday – he receives the additional 5 hours of pay. Officer #2 worked 4 hours on the holiday – he does not receive any additional pay.
- 9.04 Effective November 9, 1999, The City adopted Council/Administrative Policy No. 20-9, Vacation Buyback that 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 (3rd) 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 November of each year. These lump sum payments shall not be considered part of salary for retirement or other salary related benefits.

Longevity Incentive Plan

- 9.05 Effective July 1, 1996, the City shall implement an employee longevity incentive program to acknowledge the value of employees with several years of service with the City. The following example of benefits shall be provided based on employment in increments of five years:

After 5 complete years of continuous full-time employment, the employee shall receive one bonus week of vacation (40 hours) to be added to the employee's accrued vacation total.

After 10 completed years of continuous full-time employment, the employee shall receive one bonus week of vacation (40 hours) to be added to the employee's accrued vacation total.

- 9.06 In recognition of previous years of service, employees that have 5 years or more full-time employment with the City, will receive one bonus week of vacation total. Thereafter, each 5 years of full-time employment with the City will receive one bonus week of vacation as described above in section 9.08.

Vacation Leave

- 9.07 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.

- 9.08 The following vacation monthly accrual schedule shall be in effect during this Memorandum.

Schedule A - for sworn officer members:

1. Employees with less than five years of continuous City employment shall accrue 13 days of vacation leave per year.

2. Employees with more than five, but less than twelve years of continuous City employment shall accrue 18 days of vacation leave per year.
3. Employees with more than twelve, but less than twenty years of continuous City employment shall accrue 23 days of vacation leave per year.
4. Employees with more than twenty years of continuous City employment shall accrue 28 days of vacation leave per year.

Schedule B - For non-sworn members:

1. Employees with less than five years of continuous City employment shall accrue 16 days of vacation leave per year.
 2. Employees with more than five, but less than ten years of continuous City employment shall accrue 21 days of vacation leave per year.
 3. Employees with more than ten years of continuous City employment shall accrue 26 days of vacation leave per year.
- 9.09 Vacation accrual will be based on an eight (8) hour day. 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.
- 9.10 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.
- 9.11 When an employee terminates, said employee shall receive a lump sum payment for accrued vacation credits. For this purpose, service shall be rounded off to the nearest month. No payment shall be made for vacation accumulated contrary to the provisions of the Memorandum of Understanding.
- 9.12 For the purpose of determining the rate at which vacation credits are earned, 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 credits and an authorized leave of absence of more than 30 days shall not be considered a break in service although no vacation credits shall be earned during any such leave of absence where the employee is not in a payroll status.
- 9.13 Vacation shall be taken in increments of one-half (1/2) hour and not less.
- 9.14 Employees shall sign-up for vacation by seniority in assignment. Initial sign-up shall be for a minimum of one (1) week (consecutive days) or up to the maximum vacation accumulation of the employee. An employee may make a second selection after all other employees in his/her assignment have had the opportunity to sign-up by seniority. Unless authorized in writing by the Chief of Police or his designee, no more than one (1) employee on each team/shift/assignment may be off on vacation at the same time.

For purposes of this section only, the following definitions apply:

Assignment shall equate to Patrol, Patrol Sergeant, School Resource Officer, Motorcycle Officer or Youth Services Liaison. Shift shall equate to Day Shift, Swing Shift or Graveyard Shift. Team shall equate to those employees working the same hours with the same regular days off. Week shall equate to four (4) days when working a 4/10 shift, and five (5) days when working a 5/8 shift.

Sick Leave

- 9.15 Sick leave accrual will be based on an eight (8) hour day at the rate of one (1) day 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.
- 9.18 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 his 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 his 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 his 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.

Male members of this bargaining unit may use up to two weeks of sick leave for birth or adoption under Family and Medical Leave Act. Female members of this bargaining unit may use sick leave as provided by the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993.

Military Leave

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

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 his or her 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 Personnel Office. A regular employee with a granted leave of absence shall not receive compensation for holidays that occur during such leave nor shall he/she accrue vacation or sick leave credit. His or her 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. Employees may continue to be covered by the City health plan provided they submit the premium payment prior to the first due date.
- 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 his or her 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 shall provide medical coverage for employees. The City shall pay additional premium amounts as follows:

	<u>Effective Date</u>	<u>Monthly City Contribution Amount</u>
Sworn	January 1, 2009	\$1,064.76
Non-Sworn	January 1, 2009	\$1,040.73

Over the course of the subsequent years covered by the agreement, the City will gradually adjust the City's health insurance contribution to cover the cost of the Kaiser employee, plus one dependent. All increases in full family Kaiser for bargaining unit employees will be split 70% (city) - 30% (employee) with the employee until the Kaiser employee, plus one dependent premium level is reached.

The employees shall agree to pay any excess premium costs through a payroll deduction of the employee chosen plan.

10.02 The City shall provide vision care through Vision Services Plan (VSP) that provides vision care services through participating providers. See benefits summary for details on the plan.

10.03 Retiree medical is available through the Cal PERS Health Benefits Plan. In accordance with Cal PERS requirements, retirees receive a monthly premium allowance equal to that of active City of Brentwood employees.

SECTION XI DENTAL INSURANCE

The City shall pay full dental coverage for all full-time police employee personnel and their family. In the event that during the period of this Memorandum of Understanding, 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

The City shall pay all the costs of a long-term disability insurance plan. The plan furnished by the City for Sworn personnel shall be equal, or superior, to the benefits provided by the long term disability insurance plan available through P.O.R.A.C. for Police Officers, which plan has a 30 day waiting period, before disability benefits commence being paid. The L.T.D. insurance plan for non-sworn personnel shall have a 30-day waiting period.

SECTION XIV UNIFORM ALLOWANCE

14.01 Effective July 1, 2008, all members of this bargaining group shall receive an annual uniform allowance based on the fiscal year, in the amount of \$1,000. 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 - Sworn personnel assigned by the Chief of Police 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 PAY - The City shall pay \$600 per year, payable monthly, to individuals that are fluent in the Spanish language. The determination of the employee's fluency shall be by a mutually agreed upon procedure.

15.03 SPECIALIZED 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 Chief of Police as School Resource Officer, Canine Officer, Motorcycle Officer, Detective, Youth Liaison Officer, Professional Standards Unit Sergeant and Detective Sergeant.

15.04 SHIFT DIFFERENTIAL PAY – On July 1, 2011, a shift differential of three percent (3%) of base salary will be established for all members of the bargaining unit for all regularly assigned hours worked, other than overtime, between 2100 and 0700 the following day for swing shift and graveyard shift.

SECTION XVI EDUCATIONAL SUPPLEMENT

16.01 An educational achievement supplement will be available to all sworn personnel from the rank of Sergeant and below who qualify by achieving the following:

- AA Degree and/or Post Intermediate Certificate (refer to Attachment "A" for pay rates)
- BA Degree and/or Advance Post Certificate
- MA Degree or higher

16.02 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.

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 his/her accrued overtime hours, or for arranging to trade shifts with another employee, 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.

16.04 On July 1, 2010, the educational incentive will change to:

Possession of an AA Degree or P.O.S.T. Intermediate Certificate shall entitle a sworn 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 sworn member of the bargaining unit to an increase to base salary of five percent (5%).

Possession of a Masters Degree shall entitle a sworn member of the bargaining group to an increase to base salary of seven and one-half percent (7.5%).

16.05 A bargaining unit 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 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 of this Association 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 actual time worked, whichever is greater.

SECTION XIX EMPLOYEE PERS CONTRIBUTION

- 19.01 Sworn members of this unit 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. The City agrees to pay 9% of the employee's contribution to PERS for sworn members.
- 19.02 Non-sworn members of this unit shall be covered by PERS Miscellaneous Employees' Retirement Plan 2.7% @ 55, including 5% Annual Cost of Living Allowance. The City agrees to pay 8% of the employee's contribution to PERS for non-sworn members.
- 19.03 The PERS contract for bargaining unit members includes the One-Year Highest Compensation.
- 19.04 Bargaining unit members shall be covered by the PERS "1959 Survivor Benefit" at Level III. The BPOA and the City agree to re-open negotiations in June of 2009 for the purposes of discussion and consideration of the PERS "1959 Survivor Benefit" at Level IV for all employees of the bargaining group. The BPOA agrees to request and pay for the actuarial valuation for this amendment as well as to pay for all costs associated with the election of this benefit.
- 19.05 The PERS contract for bargaining unit members 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 Memorandum of Understanding, 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 covered by the terms of this Memorandum of Understanding who is adversely affected by an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, Personnel Rules, or other City ordinances, resolutions, policy and/or procedure manuals affecting the work conditions of the officers covered by this Agreement, 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 for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the P.O.A.

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 member may at any time present grievances to the City and have such grievances adjusted without the intervention of the P.O.A., as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to resolution of the grievance until the P.O.A. 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 P.O.A.

20.03 Procedure

a. Level I - Informal Resolution

- (1) Any Association member who believes he/she has a grievance shall present the grievance orally to his/her 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 press the matter, the grievant shall present the grievance in writing 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.

- c. The Supervising Lieutenant shall communicate his or her 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.
- d. Within the above time limits either party may request a personal conference.

20.04 Level III - Appeal to the Chief of Police

- a. If the grievant is not satisfied with the decision at Level II and the grievant wishes to press the matter, the grievant shall present the grievance and all supporting documents to the Chief of Police 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 Chief of Police shall communicate his or her decision to the grievant in writing within ten (10) days after receiving the grievance. If the Chief of Police 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 his or her choice to review the decision at Level III.
- c. Within 10 days of his or her appointment, the Appeals Officer shall meet with the grievant and his or her representative, if any, and representative(s) of the City to review the grievance.
- d. The Appeals Officer shall communicate his or her 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 P.O.A. for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level IV, the P.O.A. 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 P.O.A.

- b. If a grievance will proceed to arbitration, the City shall obtain from the American Arbitration Association 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 P.O.A. 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 P.O.A. 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 Memorandum or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the Memorandum. 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 his/her 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 P.O.A. 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 DURATION OF NEGOTIATIONS

This Memorandum of Understanding shall be effective July 1, 2008, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the 30th day of June, 2012, and shall continue thereafter from year to year unless at least forty-five (45) days prior to the first of July 1, 2012, 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 Memorandum of Understanding.

The parties hereto agree to meet and confer no later than the first of April, 2012 concerning negotiations and ground rules for the contract term beginning July 1, 2012.

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 Memorandum of Understanding this 23rd day of July, 2008.

David Schroer, President

Donna Landeros, City Manager

Walter O'Grodnick, Representative