

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

FOR THE CITY OF BRENTWOOD

Aaron Peachman, BPOA President

Tim Ogden, City Manager

Eric Huesman, BPOA