CITY HALL • 250 EAST L STREET • BENICIA, CA 94510 • (707) 746-4200 • FAX (707) 747-8120

September 19, 2013

Kevin Rose
President, BPOA

RE: SIDE LETTER #3 OF AGREEMENT; BENICIA POLICE OFFICER'S ASSOCIATION, MOU FOR PERIOD OF 7/1/10 – 6/30/14 (MOU subsequently extended from 2012 to 2014): COMPENSATORY TIME OFF

Dear Kevin:

This side letter agreement is made between the City of Benicia (City) and the Benicia Police Officer's Association (BPOA) to amend certain provisions of the current Memorandum of Understanding effective July 1, 2010 and extended through June 30, 2014 (hereinafter referred to as "2010-2014 MOU") between the parties regarding compensatory time for overtime worked.

The City and the BPOA agree that the terms of this Side Letter of Agreement shall become effective September 1, 2013. The parties also agree that the terms of this Side Letter of Agreement are limited to those specific terms contained herein in writing, and because it is a trial program, it will be revisited during the 2014 negotiations with BPOA and must be mutually agreed to before being incorporated into the next MOU, unless negotiated otherwise.

Consistent with your discussions with the Police Chief and Human Resources Department, this letter is to confirm and memorialize the discussions regarding compensation for overtime work.

Background:

A request was made by the BPOA to explore increasing the maximum comp time balance, currently set at 40 hours. Given current staffing levels, officers are required to work more mandatory overtime. If the officer has a comp time balance of 40, the overtime worked must be paid in cash on the next paycheck. An increase in the maximum comp time balance will allow officers to work the required overtime, but then take time off on a future date. This change should also save the city money in overtime costs, as compensation time off (CTO) is typically not granted if the time off would create additional overtime to cover the shift.

The current MOU language is listed below with the additions made in red and underlined, and the text being removed is in red strikeout.

Section 6.2 (a) School Resource Officer (SRO) 8.5 Hour Shift Schedule

Employees assigned as an SRO will typically work a trial 5 days per week, (4, 8.5 days and 1, 8 hour day) These employees are entitled to overtime for hours worked in excess of 8.5 in a day Monday – Thursday and in excess of 8 hours on Fridays. The overtime rate shall be calculated in accordance to established practice as noted in section 7.1. This trial program shall last for the duration of the 2013/2014 school year, and may be revoked by either party with 10 days written notice. If either party cancels the trial program, then the program shall be re-evaluated and changes approved by the City before incorporating into the MOU.

ELIZABETH PATTERSON, *Mayor*
Members of the City Council
TOM CAMPBELL, *Vice Mayor* . ALAN M. SCHWARTZMAN . MARK C. HUGHES . CHRISTINA STRAWBRIDGE

BRAD KILGER, *City Manager*
H.R. AUTZ, *City Treasurer*
LISA WOLFE, *City Clerk*

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Section 7.2 Compensation for Overtime Work

All overtime work must be approved in advance by the Chief of Police or their designated representative; provided, however, that when emergency conditions exist, the Chief of Police may approve exceptions to the procedure.

Any authorized time worked in excess of the employee's normal work day shall be compensated at the rate of one and one-half (1 & 1/2) times the employee's regular straight-time rate of pay. Compensatory time off may be taken in lieu of overtime payment. Such time off shall be mutually agreeable to the employee and the Chief of Police or his/her designated representative. Compensatory time off which accrues in excess of ~~forty (40)~~ eighty (80) hours must be liquidated by monetary payment.

Section 7.2 (a) Compensation for Overtime Work for School Resource Officers

The School Resource Officers (SROs) work a varied and extended work schedule during the school year and, therefore, accumulate overtime hours during most weeks of the school year. The maximum comp time balance for SROs shall be limited to two-hundred (200) hours. At the termination of an assignment as an SRO and at the end of each school year, a plan shall be developed with the officer to reduce the comp time leave balance to eighty (80) hours within 6 months from the end of the SRO assignment or to 80 hours by the beginning of the next school year. In addition, when schools are closed for a holiday or summer, SROs may be assigned patrol shifts, or will be scheduled to take compensatory time off, at the discretion of the Chief or their designee. When working patrol, SRO's will fall under the patrol schedule and OT provisions.

Section 11.10 School Resource Officer Shift

School Resource Officers (SRO's) working an eight and one half (8.5) hour shift will have eight and one half (8.5) hours subtracted from their leave balance for each day of vacation leave taken on Monday, Tuesday, Wednesday, Thursday and eight (8) hours subtracted for vacation leave taken on Friday.

Section 13.10 SRO's working an eight and one half (8.5) hour will have eight and one half (8.5) hours subtracted from their leave balance for each day of sick leave taken on Monday, Tuesday, Wednesday, Thursday and eight (8) hours subtracted for sick leave taken on Friday.

By signature below, the parties confirm agreement on the preceding provisions.

Date: 9-19-2013

Kevin Rose, BPOA President

Date: 9-19-2013

Kim Imboden, HR Sr. Analyst

APPROVED AS TO FORM

CITY ATTORNEY

Anne Cardwell, Acting Assistant City Manager

Brad Kilger, City Manager