

**February 27, 2026**

**Rescind and Replace Pinole Police Employees' Association's June 12, 2025 Counter to:**

**City of Pinole's April 30, 2025 Proposed Side Letter of Agreement-New Article Titled Filling of Shifts**

The City of Pinole is proposing the Parties execute a side letter of agreement amending the current Memorandum of Understanding ("MOU") due to a concern that there is no memorialized procedure for filling vacant shifts resulting from un-scheduled and scheduled absences.

The Department's intent with the following proposed MOU language amendment is to have the ability to fill vacancies and shifts in an orderly and equitable way, first through a voluntary selection process, and then if there are no volunteers through mandatory assignment.

The Department will be responsible for monitoring and tracking dates when sworn staff are required to fill a vacancy to ensure the duty is rotated equitably based on inverse seniority (i.e., lowest seniority first).

The City proposes adding the following Article to the current and successor MOU:

#### **ARTICLE (TBD) FILLING OF SHIFTS**

The filling of open shifts will be first filled on a voluntary basis. If a shift cannot be voluntarily filled, employee(s) will be ordered to work the open shift in whole or in part with preference to seniority by inverse selection on a rotational basis.

#### **Mandated Overtime**

Once an employee has been mandated to hold over, is called back or directed to report in for a shift of four (4) hours or greater, the employee's name will be placed at the bottom of the rotational list.

Employees will have one (1) rejection per calendar year where they can be skipped in the rotational list without cause. The employees' one allotted rejection cannot be used on Independence Day (July 4<sup>th</sup>), Christmas (December 25<sup>th</sup>) and New Year's Eve (December 31<sup>st</sup>). Employees mandated to work with less than 24 hours' notice on the aforementioned holidays shall be paid double their regular rate of pay for all hours worked.

If an employee is mandated to work a shift or portion of a shift prior to or after their regularly scheduled workday, the mandated shift cannot force the employee to work more than 16 consecutive hours without an 8-hour rest period between shifts. If the mandated shift would result in more than 16 consecutive hours of work, the employee shall be skipped on the rotational list and it will not be counted as the employee's allotted annual rejection. Any employees skipped in rotation will be next to be called for the filling of a subsequent shift not filled on a voluntary basis.

Employees that have preapproved vacations shall not be mandated to work overtime on their regularly scheduled days off prior to or after their approved vacation dates. During vacation sign-up, employees must include any travel days that fall on their regularly scheduled days off prior to or after their approved vacation dates to be a protected period. As the additional protected period falls on the employee's regularly scheduled days off, no accruals will be deducted from the employee's leave banks.

Employees that have a qualifying protected leave event, or qualifying event as outlined in the California Paid Sick Leave law shall be skipped on the rotational list and it will not be counted as the employee's allotted annual rejection. The employee shall not lose any accrued leave hours for using these leaves in lieu of working overtime.

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**Overtime Requiring OIC Duties**

When overtime requires the performance of Officer-in-Charge duties, only employees who are authorized and qualified to serve as OIC shall be eligible; however, overtime selection shall remain based on officer seniority unless operational necessity requires otherwise.

**Voluntary OIC Designation by Team**

When an officer assigned to a specific team or unit voluntarily signs up and is approved to serve as the Officer-in-Charge (OIC) for that team during the absence of the assigned Sergeant, that officer shall be considered the preferred OIC for that team when OIC coverage is required.

**OIC Preference Within Assigned Team**

When multiple qualified officers are available to serve as OIC for a specific team, preference shall be given to the officer who is assigned to that team and has previously signed up and been designated as the team's OIC, provided operational needs are met.

**No Guarantee of Assignment**

Nothing in this section shall be construed as a guarantee of OIC assignment, overtime, or supervisory responsibility. Final assignment authority remains with management based on operational necessity.

**Sergeant Precedence**

When a Sergeant is available, the Sergeant shall always have precedence over any Officer-in-Charge for supervisory responsibility of a team, unit, or operation.

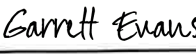
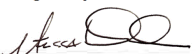
**Authority to Assume Supervision**

Sergeants retain the authority to assume supervisory control or replace an OIC assignment at any time when supervisory coverage is required or operational needs dictate.

Nothing in this article conflicts with rights or responsibilities concerning the requirements of first responders and disaster service workers pursuant to the California Emergency Services Act.

**CITY OF PINOLE:**

**PINOLE POLICE EMPLOYEES' ASSOCIATION:**

Signed by:  
  
4/13/2026  
2FA10F0900AF43D...  
**Garrett Evans**  
Interim City Manager  
Signed by:  
  
4/13/2026  
56D59CFC7E9B4D7  
**Melissa Klawuhn**  
Chief of Police

 3/16/26  
**Stacy McPherson**  
PPEA Labor Consultant  
 3/16/26  
**Amy Sorensen**  
PPEA President