

# MEMORANDUM OF UNDERSTANDING



Community Service Officers' Association

December 30, 2018 – December 31, 2021

**CSOA**  
**MEMORANDUM OF UNDERSTANDING**  
**December 30, 2018 – December 31, 2021**  
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This Memorandum of Understanding ("MOU") has been executed by representatives of the MORGAN HILL CITY COUNCIL ("City") and representatives of the COMMUNITY SERVICE OFFICERS' ASSOCIATION ("Association").

**Article I. TERM**

The term of this MOU shall be from December 30, 2018 through December 31, 2021.

**Article II. REPRESENTATION**

Section 2.01 Association is a recognized employee organization within the meaning of City's Employer-Employee Relations Resolution No. 4955.

Section 2.02 Association represents all regular classified service full and part-time City employees in the classifications of Police Records Specialist, Senior Police Records Specialist, Property/Evidence Technician, Public Safety Dispatcher, Public Safety Dispatch Supervisor, and Animal Services Officer (ASO).

**Section 2.03 Regular Part-Time Employees**

Regular part-time employees in the classifications represented by Association who work at least twenty (20) hours per week shall receive insurance, educational incentive, tuition reimbursement, and paid leave benefits provided for in this MOU on a pro-rated basis as follows:

- (a) Part-time benefits (whether fifty percent (50%) or seventy five percent (75%) are assigned by City to employees who work in part-time positions when the regular position is authorized by City Council and those authorized benefits are the only benefits available to the individual filling the position.
- (b) At full staffing levels, part-time employees who work additional hours are not eligible for additional benefits beyond what has been authorized by City Council.
- (c) In the event that a part-time employee is assigned and actually works additional hours filling a vacancy in a regular position, the employee will be eligible to receive additional benefits as set forth by City's Temporary Employees Policy.
- (d) Any additional benefits will begin at the start of the assignment and continue to accrue until the employee is reassigned back to his/her regular part-time hours.

**Section 2.04 Meet & Confer Process**

- (a) Association is the only employee organization which is entitled to meet and confer with City on behalf of represented employees as outlined in Item 2.02 above.

- (b) Representatives of City and Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and Resolution No. 4955, for the purpose of reaching agreement concerning all matters within the scope of representation for City employees in Association during the term of this MOU.
- (c) An agreement has been reached.
- (d) Association agrees that it will not attempt to meet and confer on any items within the scope of representation, as defined by the Meyers-Milias-Brown Act and City Resolution No. 4955, during the term of the MOU except as provided in the MOU.
- (e) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by all parties hereto, and, if required, approved and implemented by City and Association.

#### **Section 2.05 Maintenance of Membership**

- (a) Each employee who, on December 30, 2018, is a member in good standing of Association shall thereafter, as a condition of employment, maintain such membership for the duration of this MOU, to the extent of paying the periodic dues uniformly required by Association as a condition of retaining membership.
- (b) No employee who is not a member of Association shall be required to become a member of Association as a condition of employment. Any such employee who becomes a member of Association shall maintain such membership for the duration of this MOU.
- (c) Any employee who, on December 30, 2018, was a member of Association and any employee who subsequently becomes a member may, during the period beginning Nov 30, 20121 through December 31, 2021, resign such membership and thereafter shall not be required to be a member of Association as a condition of employment.

#### **Section 2.06 Membership Dues**

- (a) Payroll deductions for the periodic membership dues, initiation fees and general assessments of the Association shall be made by the City on behalf of the Association from the paycheck of each employee whom the Association certifies has affirmatively consented to such dues deduction. The City shall remit the deducted membership dues to the officer(s) of the Association designated in writing by the Association. By December 1st each year, the Association shall inform the City of the amount of the bi-weekly dues to be deducted for the following calendar year, and also notify the City of any changes to the amount of Association dues during a calendar year.

- (b) The Association will maintain individual employee authorizations for payroll deductions, signed by the individual from whose wages the deduction is to be made. The City shall rely upon written notification from the Association for any employee requests to cancel, initiate or change payroll deductions for dues. The Association will obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Association.
- (c) Deduction notification will be provided to the City's Payroll Division. Change, cancellation and deduction requests received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.
- (d) The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any threatened or actual claims, demands, lawsuits, or any other action arising from the operation of this Section 2.03 and from the use of such monies by the Association.

#### **Section 2.07 Use of City Equipment**

- (a) Elected officers and members of Association may be granted limited privileges to utilize City owned equipment within the police facility as follows:
- (b) Elected officers of Association may utilize the Police Department ("Department") E-Mail system to post official notices to its membership or conduct necessary official business that cannot be conveniently conducted in another fashion. Likewise, members may utilize this system to reply to notices or other necessary business.
- (c) Elected officers of Association or their designates may utilize City telephones within the police facility to conduct official Association business for local calls only. All long distance or message unit calls must be made collect or with the use of a private phone credit card.
- (d) Elected officers of Association or their designates may utilize City copy machines within the police facility to reproduce notices to its membership, other official correspondence using Association stationery, and copies of the MOU for distribution to its membership. Reproducing multiple copies of large documents or large quantities (more than twenty five (25) copies) of short documents may only be allowed with permission of the Chief of Police.
- (e) Official business shall be defined as notifying members of Association meetings, Association activities, or other official communications such as preparing election ballots, correspondence, etc. Not included in official business are items such as actually voting on Association issues, lobbying or campaigning with respect to Association issues, expressing personal or political

views, making statements which are injurious to individuals or the police organization, or other similar transmissions.

- (f) The Chief or his/her designate shall monitor these privileges during the term of this MOU. Should the Chief or his/her designate detect an abuse of these privileges, he/she shall notify Association's Executive Board and allow Association to be heard. If additional abuses are detected after having placed Association on notice, the Chief, or his/her designate, may unconditionally revoke these privileges.

### **Article III. EMPLOYEE COMMITMENT**

Section 3.01 In consideration of the fair and reasonable provisions of this MOU, employees represented by Association, through their elected representatives, do hereby make the following pledges to City:

- (a) Employees shall make every effort to minimize City costs on an on-going basis by encouraging optimum amount of work production from each of its members.
- (b) Employees shall cooperate in every reasonable way to properly maintain and protect City property, equipment, and facilities.
- (c) Employees shall adhere to all City Rules and Regulations. Specific attention shall be given to those regulations dealing with sick leave, time off, coffee breaks and punctuality. Every effort shall be made to maintain a good public image for each and all City employees. This is to be accomplished by maintaining good work habits and keeping busy at productive work during regular working hours.
- (d) Employees shall use and follow safe working procedures in their day-to-day work routines. Each employee shall point out to his/her fellow workers any observed or unsafe condition or work procedure. Any observed unsafe condition or situation shall be immediately reported by employees to their supervisor. The intent is to protect fellow workers from any unnecessary injury and any potential liability for City.

Section 3.02 Employees shall make a special and continuing effort to maintain good and constructive relations with the general public, fellow employees, and City officials. Every effort will be made to be considerate and understanding of the other person's point of view, misunderstanding, or problem.

Section 3.03 Association shall assume a leadership role in carrying out the above pledges.

### **Article IV. MANAGEMENT RIGHTS**

Section 4.01 The rights of City, as exercised by City Council and City administration, include, but are not limited to:



- (a) The exclusive right to determine the mission of its constituent departments, commissions, and boards,
- (b) Set standards of service, determine the procedures and standards of selection for employment,
- (c) Direct its employees,
- (d) Take disciplinary action,
- (e) Relieve its employees from duty because of lack of work or other legitimate reasons,
- (f) Maintain the efficiency of governmental operations,
- (g) Determine the methods, means, and personnel by which government operations are to be conducted,
- (h) Determine the content of job classifications, subject to any requirement to meet and confer or under current state law,
- (i) Require that employees work overtime, and
- (j) Exercise complete control and discretion over its organization and the technology of performing its work, except that any agreement between City and Association evidenced by a MOU pursuant Government Code § 3500 et.seq. shall take precedence over any of the above enumerated employee and management rights and that such MOU will be honored in good faith during the life of this MOU, subject to City's rights to determine when an emergency exists and to take all necessary action to carry out its mission in emergencies.
- (k) Nothing in this Article VII shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in City by any law regulating, authorizing, or empowering City to act or refrain from acting.

**Article V. DEFINITIONS**

- (a) The terms "Salaries", "Wages," or "Salary and Wages" shall mean the gross monthly base pay prior to any deductions.
- (b) The term "Personnel Rules" as used in this MOU means those regulations titled City of Morgan Hill Personnel Rules, enacted as Resolution No. 6150, and thereafter and hereafter amended. Copies are available from Human Resources.

**Section 5.02 Comprehensive MOU**

Section 5.03 During the term of this MOU, City intends to develop a more comprehensive MOU including the addition and/or modification of many items as found in the current Personnel Rules. It is

understood City will meet and confer with Association regarding any proposed changes at the time these items are ready to be included in the MOU.

Section 5.04 In the event a conflict in interpretation between the Personnel Rules, as included by reference, and similar sections as contained in this MOU, the language in the MOU will be used for interpretation.

## **Article VI. SALARIES, WAGES & PAID BENEFITS**

Section 6.01 The Salaries and Wages paid by the City to all employees represented by the Association will be in accordance with the job classifications they hold with pay rates to be increased by three and one half percent (3.5%) effective the pay period including December 30, 2018. (Exhibit B).

Section 6.02 The Salaries and Wages paid by the City to all employees represented by the Association will be in accordance with the job classifications they hold with pay rates to be increased by three and one half percent (3.5%) effective the pay period including January 1, 2020. (Exhibit C).

Section 6.03 The Salaries and Wages paid by the City to all employees represented by the Association will be in accordance with the job classifications they hold with pay rates to be increased by three and one quarter percent (3.25%) effective the pay period including January 1, 2021. (Exhibit D).

### **Section 6.04 Holiday Pay**

- (a) Holiday Pay shall be six and one half percent (6.5%) of an employee's base hourly salary for those employees with the classification of Public Safety Dispatcher. With the exception of the classifications of Public Safety Dispatcher who receive Holiday Pay, City will observe the following holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day.
- (b) Employees will receive one (1) half (.5) day holiday to be used during the City furlough period. City will maintain minimum staffing levels on these days and the Chief or his/her designee will determine which half (.5) day the employee may take off.
- (c) Each employee not eligible to receive holiday pay will receive two (2) floating holidays each fiscal year to be used during the fiscal year and to be approved by the Chief or his/her designee.

### **Section 6.05 Other Pay**

- (a) Full-time employees called back to work outside their regular work shift shall be compensated for a minimum of two (2) hours at time and one half (1.5) of their regular pay rate. Part-time employees called back to work outside their regular work shift shall be compensated for a minimum of two (2) hours at their regular pay rate.

## Section 6.06 **Out of Class Pay**

- (a) Whenever an employee is temporarily assigned by their supervisor to work in a higher classification and assumes the full range of the duties of the higher classification for a period of more than one hundred twenty (120) hours, the employee shall be entitled to Out Of Class pay on the one hundred twenty first (121st ) hour of assignment if:
  - (i) the assignment is for a limited duration,
  - (ii) will not and does not exceed 960 hours in a fiscal year and
  - (iii) is to a position in a higher class that is vacant during recruitment for a permanent employee (i.e. does not include a vacancy due to an employee on leave). Out of Class Pay shall be at the pay step in the higher class closest to but no less than five percent (5.0%) higher than the employee's base pay and is intended to be PERSable compensation under Government Code section 20480. To qualify as Out of Class Pay rather than Higher Class Assignment Pay (see section 6.09), the assignment must be approved by the Department Head's designee and the Human Resources Division.
- (b) Having once satisfied the one hundred twenty (120) hour qualifying requirement, any subsequent qualifying Out of Class assignment to the same higher classification during the employee's employment with the City shall be compensated at the pay step in the higher classification closest to but not less than five percent (5.0%) higher than the employee's base pay beginning with the first hour of that reassignment.
- (c) Once an employee has worked Out of Class for three hundred twenty (320) hours in a fiscal year, any subsequent Out of Class hours worked in the same higher classification during that fiscal year will result in the employee being paid seven and a half percent (7.5%) Out of Class pay for each hour worked over 320
- (d) Hours worked in a Higher-Class Assignment under Section 6.07 shall qualify as hours worked toward qualifying for Out of Class pay under this Section 6.06.

## Section 6.07 **Higher Class Assignment Pay**

- (a) A supervisor may assign in writing an employee to work in a higher class and receive "Higher Class Assignment Pay" if the employee will assume the full range of duties of the higher classification for more than one hundred twenty (120) hours and does not qualify for Out of Class Pay. The employee will be eligible for Higher Class Assignment Pay starting with the one hundred twenty first (121st) hour of the assignment at the pay step in the higher class closest to but no less than

five percent (5.0%) higher than the employee's base pay. Higher Class Assignment Pay is not PERSable compensation under Government Code section 20480.

- (b) Having once satisfied the one hundred twenty (120) hour qualifying requirement, any subsequent qualifying Higher-Class Assignment to the same higher classification during the employee's employment with the City shall be compensated at the pay step in the higher class closest to but no less than five percent (5.0%) higher than the employee's base pay beginning with the first hour of that reassignment.
- (c) Once an employee has worked in a Higher Class Assignment for three hundred twenty (320) hours in a fiscal year, any subsequent Higher Class Assignment hours worked in the same higher classification during that fiscal year will result in the employee being paid seven and a half percent (7.5%) Higher Class Assignment Pay for each hour worked over 320.
- (d) Hours worked in an Out of Class Assignment under Section 6.06 shall qualify as hours worked toward qualifying for Higher Class Assignment Pay under Section 6.07.

#### **Section 6.08 Breaks and Meal Periods**

- (a) Except in the case of emergencies, employees shall receive a meal period after four (4) hours of time worked. Employees working less than a twelve (12) hour shift shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal period during the shift. The thirty (30) minute meal period for Public Safety Dispatchers and ASOs shall be a paid meal period, during which time they shall be available for duty. Public Safety Dispatchers are required to request coverage from the appropriate supervisor twice per shift for their fifteen (15) minute breaks. Employees may be entitled to three (3) fifteen (15) minute breaks when working a twelve (12) hour shift. Employees not receiving paid meal periods may request to take the fifteen (15) minute breaks in conjunction with the thirty (30) meal period, workload permitting, at the discretion of the supervisor.
- (b) Any employee required to work more than sixteen (16) hours within a twenty four (24) hour period shall be entitled to an eight (8) hour rest period prior to returning to work. If any portion of the eight (8) hour rest period occurs during the employee's regular scheduled work hours, the employee shall receive normal compensation for that time. This section shall not apply in the case of emergencies.

#### **Section 6.09 Bilingual Pay**

- (a) Association employees identified by the Chief or his/her designee to use Spanish or American Sign Language in their work and who are certified shall receive the following compensation:

- (i) Employees hired prior to June 30, 2013 shall receive five percent (5%) of their base salary. On July 1, 2013, that amount will be calculated and converted to a fixed amount of one hundred and fifty dollars (\$150.00), whichever is greater.
  - (ii) Should there be subsequent adjustments to base salaries, the amount determined on July 1, 2013 shall remain the fixed in perpetuity.
  - (iii) Employees hired on or after July 1, 2013 shall receive a monthly stipend of two hundred dollars (\$200.00).
- (b) The certification process shall be completed by a provider contracted by Human Resources or a three (3) person panel established by Human Resources to determine conversational competence. Employees shall be subject to recertification every two (2) years unless the certification is waived by City.
  - (c) An eligible employee may request to be tested for bilingual certification at any time.

#### **Section 6.10 Training Pay**

- (a) Individuals in the classification of Public Safety Dispatcher who are assigned to train new employees in that classification shall receive additional compensation of five percent (5%) of base pay during the hours that a Public Safety Dispatcher is training a new Public Safety Dispatcher.

#### **Section 6.11 Shift Differential**

- (a) A five percent (5%) solo shift differential will be paid to the Public Safety Dispatcher classification during the hours that a Public Safety Dispatcher is working alone. Solo Public Safety Dispatcher is defined as Public Safety Dispatchers who are not working with another employee who has been signed-off to work independently in the Communications Center.

#### **Section 6.12 Court Pay**

- (a) Court Pay is paid at a four (4) hour minimum at the employee's overtime hourly rate. Such pay is recognized as any court assignment worked which is not contiguous with a regular shift.
- (b) The minimum an employee can receive for a court appearance cannot cause the employee to receive a rate of pay which overlaps into their regular shift. The time between the start of the court appearance and the start of the scheduled shift shall be paid as governed under the City's overtime policy and the employee will be required to report to work. The same overlap rule applies for a court appearance which begins within thirty (30) minutes time of the end of a regular shift.
- (c) Employees shall be compensated for travel time. Travel time is any time in excess of the time the employee spends going to and from a court appearance. If the sum of the travel time and the

court appearance does not exceed the four (4) hour minimum paid for court appearances or if the time overlaps into the employee's regular shift, no additional overtime compensation will be paid. Normal commute is defined as the time necessary for an employee to travel from their residence to the Morgan Hill Police Department based on the distance, prevailing commuter speeds, and congestion. Employees are not required to drive a City vehicle to court, but may be provided a City vehicle for out of County travel, if available. Employees will be reimbursed at the current IRS rate for use of their personal vehicle when making in-County or out-of-County court appearances.

- (d) Except as provided herein, employees receiving overtime Court Pay shall not receive reimbursement for meals nor will they receive Overtime Pay for court meal recesses. Employees held over through a court lunch recess, but then released from court immediately following the recess, shall receive overtime pay for the lunch recess, not to exceed one (1) hour.
- (e) Only one (1) four (4) hour minimum compensation for an off duty court appearance will be paid per day. If additional off duty court appearances are required beyond the time covered by the four (4) hour minimum, the employee shall be paid at the overtime rate for actual hours worked as governed by the City's overtime policy.
- (f) In the event that employees are assigned by the Police Chief or his/her designee to remain on call for the purposes of court standby, the employees shall receive one quarter (1/4) straight time pay for every hour on standby with a two (2) hour minimum and an eight (8) hour maximum per court day.
- (g) As referred to in this MOU, court standby is defined as time in which the off duty activity of an employee covered by this MOU is restricted due to the inevitability of the employee having to respond to court within the succeeding twenty four (24) hours.
- (h) The Police Chief or his/her designee shall be responsible for informing appropriate court officials of the above stated court standby procedure and any conflicts resulting from the procedure.

## **Article VII. HOURS OF WORK AND OVERTIME**

### **Section 7.01 Hours of Work**

- (a) For the purposes of calculating overtime, compensatory time off ("CTO"), and defining payroll periods, the established work week is 12.01 a.m. Sunday morning to 12:00 midnight the following Saturday night.
- (b) The work day, for pay purposes, shall be a twenty four (24) hour period commencing with the beginning of the employee's regularly scheduled shift. For regular employees in the full-time classifications represented by this bargaining group, except Public Safety Dispatcher and ASO,

the normal work schedule shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period, Monday through Friday.

- (c) Alternative work schedules for Association employees may be approved pursuant to City's Alternate Works Schedules Policy. For employees in the full-time classification of Public Safety Dispatcher, the normal work schedule shall be forty (40) hours consisting of four (4) consecutive days of ten (10) hours each. Regular part-time employees shall work half of the weekly full-time schedule as defined for their classification. Should the normal work schedule need to be modified in terms of days or shift hours by the Chief to facilitate the needs of City, such modification in normal work schedules will be discussed with Association representatives as to methods for changing or rotating assignments prior to any change. The affected employee shall be notified at least fourteen (14) full working days prior to any change.

## **Section 7.02 Overtime**

- (a) The Chief retains the right to make any special exceptions to the above schedules. If at any time it becomes evident to the Chief that the most efficient use of staffing to meet the workload demands of the community is not being met, the Chief reserves the right to modify work schedules on a temporary or permanent basis. City will attempt to give the affected employee as much notice as possible, but at least three (3) full working days notice prior to the effective date of any schedule change, except in cases of emergencies.
- (b) Overtime/CTO is defined as one and a half (1.5) times an employee's total hourly salary. Overtime/CTO is paid in fifteen (15) minute increments for time exceeding seven and a half (7.5) minutes more than the employee's normal work shift, provided the employee has worked an eight (8) hour or more work shift or any work time in excess of the forty (40) hour work week, unless additional hours are worked as a result of a shift change.
- (c) All such time must be approved in advance by the employee's supervisor or the Chief. Time spent on paid sick leave, disability leave, vacation leave, military leave, CTO, or other authorized paid leave shall be deemed time worked for the purposes of this MOU.
- (d) The priority of overtime selection for both the Public Safety Dispatcher classification and the Public Safety Dispatcher Supervisor classification shall be:
  - (i) Regular Full-time employees
  - (ii) Regular Part-time employees
  - (iii) Temporary ("Temp") employees (either working in a non-budgeted position or working on an hourly basis with no benefits).

- (e) Employees will have the option of receiving either paid overtime or CTO. The CTO accrual limit shall be one hundred sixty (160) hours.
- (f) During emergency situations that require Emergency Operation Center (“EOC”) activation (floods, earthquakes, severe storms, etc.), City reserves the right to require that all overtime be compensated in pay and not CTO.
- (g) Employees may elect to contribute via payroll deduction to the City’s deferred compensation plans. Employees’ contributions can be a lump sum contribution or a percentage of base wages. Employees must submit a completed deferred compensation enrollment/change form to the Human Resources Office for changes in their deferred compensation contributions. Changes shall be effective the second full pay period following receipt by Human Resources of the applicable deferred compensation enrollment/change form.

### **Section 7.03 Temporary or Alternate Work Schedule**

- (a) For those employees classified as Public Safety classification, a temporary alternate work schedule may be invoked based upon staffing vacancies and needs of the City.
- (b) Prior to invoking a temporary work schedule, all Public Safety Dispatchers shall be given the opportunity to review alternatives and provide input with respect to a preferred schedule.
- (c) While a mutually agreeable schedule is the goal, the Chief, upon approval of the City Manager, shall have the final authority to make the determination of the actual temporary work schedule to be implemented.
- (d) Temporary work schedules may be non-traditional in form, such as a twelve (12) hour work day with more than two (2) days off each calendar week. However, all hours worked in excess of forty (40) hours per week shall be compensated at the current overtime rate (either with paid overtime or CTO). Hours worked forty (40) hours or less shall be compensated at the employee’s normal straight time hourly rate.
- (e) Upon mutual agreement of City, the Chief and employees in the classification of Public Safety Dispatcher, the recommended fourteen day (14) notice prior to implementation of a temporary alternate work schedule may be waived.
- (f) If Association wishes to meet and confer regarding the termination and/or possible continuation of the temporary alternate work schedule at the time City is considering reverting back to the normal schedule, City agrees to meet and confer to discuss Association’s concerns prior to reverting back to the normal work schedule.

### **Section 7.04 Shifts**

- (a) Regular shifts for employees in the classification of Public Safety Dispatcher shall be as follows:



- (i) Shift A: any shift beginning 5AM to 10AM
  - (ii) Shift B: any shift beginning 11AM to 4PM
  - (iii) Shift C: any shift beginning 5PM to 9PM
- (b) At no time will any regular shift begin between the hours of 10 PM and 5AM. The City may, in the case of emergency or staff shortage or challenges, require employees to work a regular shift starting at a time other than as set forth in this section 7.04.
- (c) Shift selection for those full-time employees in the classification of Public Safety Dispatcher shall be by seniority as follows:
- (i) Public Safety Dispatchers shall select two (2) shifts. Each shift shall be for a six (6) month period, beginning the second pay period of January and July, respectively.
  - (ii) In October, the Police Support Services Manager shall publish a blank schedule indicating the available shifts to be selected for the following calendar year. At least twenty (20) days prior to becoming effective, the approved schedule shall be posted.
  - (iii) For the purpose of Public Safety Dispatcher shift selection, seniority is based on date of hire as a regular employee in the Public Safety Dispatcher job classification. Seniority shall take precedence in resolving scheduling selections.
- (d) Public Safety Dispatchers shall not be required to rotate shifts during the term of this MOU.
- (e) The Police Support Services Manager, or designee, may elect to administratively assign a Public Safety Dispatcher to a specific shift for the good of the organization. Examples may include, but are not limited to, long-term personnel shortage, career enhancement of probationary employee, or special assignments.

## **Article VIII. HEALTH BENEFITS**

Section 8.01 City will contribute to the premiums of the City's medical, dental and vision health plans as follows:

- (a) For employees with family coverage, up to ninety percent (90%) of the Kaiser medical health plan plus the full cost of Delta Dental and VSP (Vision).
- (b) For Employees with employee plus one coverage, up to ninety six and one half percent (96.5%) of the Kaiser medical health plan plus the full cost of Delta Dental and VSP (Vision).
- (c) For employees with employee only coverage, the City's contribution for Medical, Delta Dental and VSP (Vision) shall be eight hundred dollars (\$800.00).

- (d) Employees not using the entire benefit amount shall be entitled to use one hundred percent (100%) of the surplus amount for optional benefits or for participating in medical reimbursement or dependent care expense accounts. If employees do not use their one hundred percent (100%) surplus for optional benefits, it will be added to their salary as taxable income.
- (e) Employees whom annually provide proof of alternative coverage may waive enrollment in City medical, dental and vision insurance programs and receive a taxable cash in lieu payment of \$715 a month. Amounts received as cash in lieu shall be included in the employee's overtime rate only so long as, and to the extent, required by law.
- (f) Effective in December 31, 2021, the amounts the City is obligated to contribute shall be converted to the identical flat dollar amounts and the formulaic approach used to determine the City's contribution obligations in 2019, 2020 and 2021 shall be null and void and no longer in effect for subsequent plan years. Effective starting in December 2021, employees enrolled in the employee only category shall no longer be eligible to use any surplus amounts in excess of their premium amounts (if less than \$800). Any change to these flat dollar City contribution obligations in years after 2021 shall occur only via negotiated agreement of the City and CSOA.
- (g) The City will implement a cafeteria plan in or before October 2019 consistent with paragraphs A-F above.

#### **Section 8.02 Employee Assistance Program**

- (a) City agrees to provide, at its expense, one hundred percent (100%) of the premium cost per employee for enrollment in the Employee Assistance Program as presently constituted.

#### **Section 8.03 Retirement Medical**

- (a) All employees shall have the option of continuing their current medical insurance at the employee's own cost after retirement. This option can continue as long as there is no lapse in coverage and so long as the employee pays the monthly premium to the California Public Employees Retirement System ("CalPERS") or to the Finance Department as per their billing requirements.

Section 8.04 The CalPERS Health Benefits Program shall remain in effect for the term of this MOU.

#### **Section 8.05 Long Term Medical Care Program**

- (a) City agrees to provide, at its expense, one hundred percent (100%) of the premium cost per employee for enrollment in the basic Long Term Medical Care Program.

#### **Section 8.06 Short Term Disability Program**

- (a) For the term of this MOU, City will maintain a short term disability program for all employees represented by Association. The coverage for the short term disability program will be sixty six and two thirds percent (66-2/3%) of salary up to a maximum of nine hundred eighty three dollars (\$983.00) per week with duration of eight (8) weeks and the elimination period of eight (8) days. The employee must be totally disabled to qualify for benefits. Per program requirements, maternity benefits are included in the short-term disability coverage. City will continue to pay one hundred percent (100%) of the costs involved with this program.

#### **Section 8.07 Long Term Disability Program**

- (a) For the term of this MOU, City will maintain a long term disability program for all employees represented by Association. The amount of monthly coverage for the long term disability will be sixty six and two thirds percent (66-2/3%) of the first six thousand dollars (\$6,000.00), or a maximum benefit paid of four thousand dollars (\$4,000.00) per month, of the employee's monthly earnings reduced by any deductive benefits. The maximum benefit period is to age sixty five (65) or twelve (12) months, whichever is longer. The elimination period is sixty (60) days of total disability. Employees may be eligible for some benefits for partial disability as outlined in the plan documents. City will continue to pay one hundred percent (100%) of the costs involved with this program.

#### **Section 8.08 Life Insurance**

- (a) For the term of this MOU, City will maintain a life insurance program for each employee represented by Association in the amount of one hundred thousand dollars (\$100,000.00). This amount decreases when the employee reaches ages sixty five (65), seventy (70), and seventy five (75). This amount will be paid to the employee's beneficiary upon the death of the employee as outlined in the program documents. The City will continue to pay one hundred percent (100%) of the cost involved with this program. The City will provide the ability for employees to buy additional life insurance through the flexible benefits program.

#### **Section 8.09 Hepatitis-B Shots**

- (a) City agrees to provide Hepatitis-B shots for represented employees.
- (b) If the employee selects a medical plan which provides this benefit, employees in these classifications must get the shots through their medical plan.
- (c) If not covered by their group medical plan, employees wishing to receive the Hepatitis-B shots must submit a written request to the Human Resources Office. The Human Resources Office will contact the medical office currently being used for City medical examinations to set up the first appointment.

(d) Charges for Hepatitis-B shots for these employees pursuant to 6.47B above will be paid by City.

## **Article IX. UNIFORMS**

### **Section 9.01 Uniform Allowance**

(a) The City shall pay an annual uniform allowance to employees in the Police Records Specialist, Senior Records Specialist, Animal Services Officer, Property/Evidence Technician, Public Safety Dispatcher Supervisor, and Public Safety Dispatcher, classifications of eight hundred ten dollars (\$810.00) and to employees in the Animal Services Officer classification of one thousand one hundred sixty dollars (\$1,160.00) payable in one payment on or about July 1st. The City will pay a one-time allowance of eight hundred ten dollars (\$810.00) (one thousand one hundred sixty dollars (\$1,160.00) for Animal Services Officer) at the time of hiring for the purposes of purchasing the necessary uniforms. If personnel are assigned to a special assignment, City agrees to provide necessary uniforms. Regular part-time employees shall receive one half of the uniform allowance amounts listed herein, including the one-time allowance upon hire. Regular part-time employees regularly working three (3) or more days per week will receive the full uniform allowance.

### **Section 9.02 Replacement Schedule**

(a) City shall pay for the replacement of uniforms damaged due to the performance of job duties on a prorated basis, based on the age of the uniform and upon recommendation of the Chief or his/her designee. The useful life of uniform items for the purpose of this section shall be assumed as follows:

(i) Uniform shirts/pants - Two (2) years

(ii) Uniform jackets - Five (5) years

(iii) Uniform hats (Animal Services Officer) - Five (5) years

(b) If available, employees shall provide receipts establishing the date of purchase. Authorized personal property such as watches, glasses, etc. damaged due to the performance of job duties shall be replaced up to a seventy five dollar (\$75.00) (one hundred twenty five dollar (\$125.00) for prescription glasses) limit upon the recommendation of the Chief or his/her designee. However, no reimbursement shall be made for personal property which the employee is using on a voluntary basis in lieu of an item which has been provided by City.

Section 9.03 City shall provide safety equipment that meets Department standards as outlined in the Police Department Policy Manual.

- (a) City will continue to provide pepper spray training and equipment for employees assigned to field duties.
- (b) Newly hired uniformed personnel, at time of hire, will have their safety equipment including (where applicable) gun, baton, handcuffs, flashlight, rain gear, leather, and related equipment furnished by City as per Department specifications. City will repair or replace existing safety equipment owned by personnel hired before July 1, 1997 as they are damaged, worn out, or as Department specifications change, not to exceed the cost of City provided safety equipment.
- (c) City shall provide a Threat Level III protective vest, including shock plate, to all Animal Services Officers. City shall replace a vest after it has been in service for five (5) years, has been compromised, or is otherwise unserviceable per industry standards. Animal Services Officers in an assignment that requires them to wear a uniform must wear the City issued protective vest at all times. Animal Services Officers in a non-uniform assignment are not required to wear a vest at all times while on duty, but shall maintain the vest in an accessible location and should wear the vest when engaged in planned, high risk events.

Article X. **WATCH SWAP**

A “Watch Swap” is a voluntary agreement between two (2) employees to trade a specific and equal number of work shifts. When one employee agrees to work for another, the second employee must reciprocate by working an equal amount of time for the first employee. When a trade is agreed upon and reciprocated, both involved employees will have accounted for two thousand eighty (2080) base work hours per year.

Section 10.01 Employees may negotiate Watch Swaps among their peers provided that:

- (a) The involved employees complete the Watch Swap Request at the bottom of the overtime form at least one (1) working day prior to the swap,
- (b) The Supervisor for the affected shift approves the request, and
- (c) The trade is among employees of a same job classification.
- (d) The regularly scheduled employee shall code his/her time sheet as if he/she had worked.
- (e) The reverse portion of the Watch Swap may occur at any time at the employee’s discretion provided that the steps listed above are also followed for the reverse portion of the Watch Swap. The reverse portion of the Watch Swap is the sole responsibility of the two involved employees. No employee shall have any recourse with the Department for failure to pay back a shift or for working in excess of eighty (80) hours per pay period without overtime in which a Watch Swap was negotiated.

- (f) Watch Swaps are intended to be a convenience for the regularly scheduled employee and it is the sole responsibility of the regularly scheduled employee to ensure that his/her replacement reports to work. If, for any reason, the replacement employee fails to appear for duty, the regularly scheduled employee will be ordered back to work or, if that is not possible, will be considered to have taken the day off without pay. Since Watch Swaps are usually the result of inadequate staffing to allow the employee to take time off by other means, the regularly scheduled employee may not account for the missing time by use of sick leave, CTO, or the like.
- (g) The supervisor shall not approve a Watch Swap for the purposes of allowing the regularly scheduled employee to work an overtime assignment the same day. The supervisor may disapprove Watch Swap requests due to operational needs. Examples may include days on which there are planned special events that require maximum available staffing, etc.
- (h) The Chief may evaluate this process from time to time and may suspend this process if it becomes apparent that employees are failing to honor Watch Swap commitments.

## **Article XI. EDUCATION AND TUITION BENEFITS**

### **Section 11.01 Educational Incentive Pay Program (For Employees Hired Before July 1, 2009)**

- (a) See Exhibit A.

### **Section 11.02 Tuition Reimbursement**

- (a) City shall provide a tuition reimbursement program of up to one thousand five hundred dollars (\$1,500.00) per fiscal year (July 1 through June 30) for the cost of books and tuition for classes beneficial to the employee's career development. All classes must be approved in advance by the Chief. Reimbursement will take place upon a successful completion or passing of the course.

## **Article XII. TYPES OF LEAVE**

### **Section 12.01 Sick Leave Accrual**

- (a) Sick Leave credit shall be accumulated on the basis of eight (8) hours per month. The employee's accumulated sick leave is unlimited.
- (b) City will pay twenty five percent (25%) of unused sick leave at the end of each calendar year. This payment will be based on semi-annual calculations, made on June 1 and December 1 of each year. The balance of sick leave will be added to the employee's accumulated sick leave.
- (c) The twenty five percent (25%) payout will not be calculated or paid to any employee absent from work on a work related injury which is being covered by workers' compensation.
- (d) Upon retirement, one hundred percent (100%) of the employee's unused sick leave balance will be credited to the employee's retirement eligibility. This amount would then be converted into

time in service and added to the employee's retirement eligibility. (Reference - City contract with CalPERS, Section 20862.8).

- (e) Employees shall be allowed to utilize two (2) complete shifts of personal leave per fiscal year chargeable to sick leave. Use of these two (2) personal leave days cannot be unreasonably denied as long as two (2) employees have not already been granted leave. Employees shall be credited with personal leave hours, however, only two (2) shifts of personal leave days may be taken and any remaining hours will not carry over into the next fiscal year.

#### **Section 12.02 Extended Leave Policy**

- (a) In the event an employee is absent from work for illness or injury, unless notified otherwise, prior to the end of the affected pay period, the time off will be coded and deducted from accumulated sick leave, accumulated comp time, and accumulated vacation time, in that order. If a determination is subsequently made by City that the injury was job related all sick leave, CTO, and vacation time used to cover the leave will be credited back to the employee in an amount up to the workers' compensation determination. The amount of compensation from City may need to be offset by payments received from workers' compensation. At no time shall the employee receive compensation and workers' compensation payment in excess of their normal pay. Employees with non-sufficient time off credited to them will be coded on payroll as absent without pay.

#### **Section 12.03 Bereavement Leave**

- (a) Employees shall, per occurrence, be allowed time off in the event of a death in their immediate family, as that term is defined in the Personnel Rules. Up to three (3) days of such leave shall be allowed where the death and service are within the state of California and up to five (5) days where the death or service is outside the state. Usage of this leave shall not be charged against the employee's sick leave or vacation. An additional two (2) days of leave may be taken at the same time and deducted from the employee's accumulated sick leave. This leave will not affect the twenty five percent (25%) cash out of sick leave for the same calendar year.

#### **Section 12.04 Release Time**

- (a) City shall provide release time for any one (1) Association officer of the employee's choosing for grievance procedures only.
- (b) City shall provide release time for three (3) Association employees for attendance at formal meet and confer sessions.
- (c) Employees requesting release time shall make the request to their supervisor at least five (5) business days prior to the time requested (Monday through Friday).

**Section 12.05 Vacation and Compensatory Time Off Accrual as follows:**

- (a) Eighty (80) hours per year from the date of hire through the second (2nd) year of employment.
- (b) Eighty eight (88) hours vacation during the third (3rd) year of employment.
- (c) One hundred four (104) hours vacation during the fourth (4th) year of employment.
- (d) One hundred twelve (112) hours vacation during the fifth (5th) year of employment.
- (e) One hundred twenty (120) hours vacation during the sixth (6th) year of employment.
- (f) One hundred twenty eight (128) hours vacation during the seventh (7th) year of employment.
- (g) One hundred thirty six (136) hours vacation during the eighth (8th) year of employment.
- (h) One hundred forty four (144) hours vacation during the ninth (9th) year of employment.
- (i) One hundred fifty two (152) hours vacation during the tenth (10th) year of employment.
- (j) One hundred sixty (160) hours vacation after the tenth (10th) year of service.
- (k) Maximum accumulation of vacation shall be no more than that earned for two (2) years. This vacation accumulation maximum shall be enforceable on June 30th of each year. Employees may exceed the maximum prior to June 30th.
- (l) Any employee who has more than two (2) years annual accrual on the books on July 1st shall have their vacation accrual subsequently reduced until vacation usage drops the maximum accrual below two (2) years accrual maximum.
- (m) City guarantees that during the term of the contract that no employee will lose vacation accrued if the employee follows Departmental guidelines for requesting time off.
- (n) An employee may submit an Irrevocable Cash-Out Declaration Form to cash out up to eighty (80) hours of accrued vacation and/or comp time in the following calendar year. To be effective, the Form must be received by payroll no later than December 1st of the year prior to the calendar year in which the employee wishes to cash-out vacation and/or comp time. It is understood that an employee using vacation or comp time shall always use vacation or comp time earned in prior years first before using vacation or comp time earned in the current year.
- (i) The employee shall specify the pay period in the following calendar year in which the employee wishes the cash-out to occur. If no pay period is specified, the City shall process and pay the cash-out request in the pay period including November 1st. Employees are responsible for ensuring a sufficient balance of available accrued vacation and/or comp time on the date of the requested cash-out. Accrued comp time shall be cashed out first and then accrued vacation



once an accrued comp balance is exhausted. If there is an insufficient balance, the maximum available up to eighty (80) hours will be cashed out.

- (o) As part of the City's open enrollment packet each year, the City will provide all employees with a copy of the Irrevocable Cash-Out Declaration form and a reminder of the deadline for submission of the Form.

### **Article XIII. VACATION/TIME OFF REQUESTS**

#### **Section 13.01 Preferred Vacation for Public Safety Dispatchers**

- (a) All Public Safety Dispatchers may submit a request once a year for consideration of approval of an annual preferred/secondary vacation. All vacation sign-ups will be completed in order of seniority. The preferred vacation request sign-up shall begin immediately after the completion of shift selection, for vacation time during the next calendar year.
- (b) Each Public Safety Dispatcher will have forty-eight (48) hours in order to sign-up for preferred vacation.
- (c) Only one (1) Public Safety Dispatcher at a time may be on vacation time off unless it does not adversely affect staffing.
- (d) Vacation sign up shall not exceed four (4) consecutive weeks unless specifically authorized by the Chief.
- (e) Once all Preferred Vacation sign ups have been completed, a secondary sign-up will be posted, displaying only the remaining available time slots.

Section 13.02 A schedule of approved preferred vacation requests will be posted by December 15th.

#### **Section 13.03 Other Requests for Vacation/Compensatory Time Off**

- (a) Requests may be submitted at any time within one (1) year of the date to be taken off. Requests that are not initially approved may be resubmitted within four (4) months or less of the start date for the time off request for consideration of approval. The Department shall review these requests and either approve or disapprove them within five (5) business days from the date submitted. Once approved, the vacation/CTO will be posted on the vacation schedule.
- (b) The Department will review requests for vacation/CTO other than preferred vacation with the intent of granting time off whenever practical, based on operational efficiency.
- (c) If a vacation/CTO request has been approved more than fourteen (14) days prior to the start of the time off, the Public Safety Dispatcher Supervisor will post a voluntary overtime sign up to fill any vacancies on the schedule created by the approved time off.

- (d) If unfilled vacancies exist seven (7) days prior to the commencement of the approved time off, the Public Safety Dispatcher Supervisor will assign employees using reverse seniority to work overtime to cover the unfilled vacancies which result from the approved time off.
- (e) Any employee assigned an overtime shift to fill a vacancy is responsible for that shift - not the employee whom normally would work that shift but was granted time off.

#### **Article XIV. MISCELLANEOUS BENEFITS**

##### **Section 14.01 Pension**

- (a) For employees hired on or before January 1, 2013 and "Classic Employees" as defined in Government Code section 7522.02(c) of the Public Employees Pension Reform Act ("PEPRA"), hired on or after January 1, 2013, City agrees to continue its miscellaneous contract with CalPERS for all applicable retirement benefits in effect on July 1, 2007 which will provide the single highest year and the "2.5% @ 55" basic retirement formula.
- (b) For employees that are considered "New Members," as defined in Government Code section 7522.04(f) of PEPRA, hired on or after January 1, 2013, the miscellaneous contract will provide for the three (3) highest years compensation average and the "2.0% @ 62" retirement formula.
- (c) Beginning with CalPERS rates effective July 1, 2014, City and Association agree to split future rate increases at a fifty/fifty (50/50) ratio. For example, in FY 13-14, City's miscellaneous contribution rate was sixteen point thirty eight percent (16.38%). On July 1, 2014, City's rate increased to seventeen point thirty percent (17.30%) and thus Association members will contribute fifty percent (50%) of the increase ( $17.30\% - 16.38\% = .92\% * 50\% = .46\%$ ). This methodology will be used in subsequent years should CalPERS increase the miscellaneous contribution rate.
- (d) City will continue to offer the CalPERS "2.5% @ 55" retirement program for "Classic Employees." The retirement plan shall continue all present options for "Classic Employees" including Credit for Unused Sick Leave (Government Code § 20965), the Fourth Level of 1959 Survivor Benefit (Government Code § 21574), Two Years Additional Service Credit (Government Code § 20903), and the One-Year Final Compensation (Government Code § 20042). The employee's base salary includes the eight percent (8%) CalPERS employee contribution and will be deducted from the employee's gross earnings pursuant to IRS § 414 (h)(2). Two dollars (\$2.00) per month will be deducted from employees' paychecks pursuant to the 1959 Survivor Benefit (ninety three cents (\$0.93) per pay period). Any provision above may not conflict with the terms and conditions in Government Code § 7522.02(c).

##### **Section 14.02 IRS 125 Program**

- (a) City shall maintain in effect the Section IRS-125 Reimbursement.

## **Article XV. MISC POLICIES AND PROCEDURES**

### **Section 15.01 Work Stoppage, Any Job Action, Slowdown**

- (a) During the life of this MOU, no work stoppage, strikes, or picketing shall be caused or sanctioned by Association and no lockouts shall be made by City.
- (b) In the event that any employee covered by this MOU, individually or collectively, violates the provisions of this MOU and Association fails to exercise good faith in halting the work interruption, Association and the employees involved shall be deemed in violation of this Article X and City shall be entitled to seek all remedies available to it under applicable law.

### **Section 15.02 Light Duty Determination**

- (a) In the event an employee is injured and off the job for ten (10) working days or more and may be able to return to work but not able to perform all their normal job duty assignments, a temporary light duty assignment may be made by City. To be eligible for such a modified assignment, City may require the employee to provide the Human Resources Office with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. City may require a second or third doctor's determination at City's expense. All light duty work requests shall be coordinated through the Human Resources Office. The Human Resources Office will notify the employee of their light duty assignment status.
- (b) An employee receiving such a light duty determination could be reassigned to another assignment or other reduced work schedule up to a forty (40) hour work week upon the determination of the Chief. Once the employee is certified by their treating physician or a City doctor as no longer in need of light duty, they will be reassigned to their normal work assignment.

### **Section 15.03 Substance Abuse Policy**

- (a) City's Substance Abuse Policy shall continue in effect for the term of this MOU.

### **Section 15.04 Layoff Procedure**

Section 15.05 The City Council may abolish any position in the Classified Service due to lack of funds, work, or need.

Section 15.06 The layoff of employees resulting from the elimination of positions shall be governed by the following procedure:

- (a) Layoffs shall be made from within the affected job classification in reverse order of total time in that classification, including any period of probation, paid leave or active military leave. Except as regards to military leave, no service credits shall be earned during any leave of absence

without pay in excess of thirty (30) days. Where time in class is equal between two or more affected employees, the order of layoff shall be determined by the following means, in order:

- (i) placement on the eligibility list at time of hire in the class with the highest ranking employee(s) being determined to have more time in service, if the list or reasonable evidence of the list is available,
  - (ii) total service time in the Classified Service,
  - (iii) if neither (i) or (ii) above breaks the tie(s), seniority will be determined by an appropriate random means of selection (lottery, coin flip, etc.).
- (b) The order of layoff in the affected classification or classifications shall be:
- (i) Temporary employees.
  - (ii) Probationary employees.
  - (iii) Regular employees.
- (c) The treatment of personnel employed by means of state or federal grant monies shall be in accordance with regulations for retention as established by the grantor. In the absence of such regulations, the type of position (Classified or Exempt) shall govern treatment of such personnel.
- (d) Probationary and regular employees in the Classified Service who are scheduled to be laid off shall receive at least a twenty one (21) days written notice to this effect.
- (e) In lieu of layoff, an employee may elect transfer or demotion to a vacant position in the Classified Service which City intends to fill and for which the employee is qualified. Such actions shall be governed by the terms of Section 10 of the Personnel Rules and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay. If two (2) or more employees have requested transfer or demotion to the same vacant position and City has determined they are both qualified to fill it, the more senior employee shall receive preference. For purposes of this section, total time in the Classified Service shall be utilized in determining seniority.
- (f) Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay provided, however, that the displacing employee must have held regular status in such classification and have greater time in the classification and directly related higher classifications combined than the employee being displaced. For example, related classifications would mean Police Officer/Police Sergeant, etc.

- (g) A probationary or regular employee displaced in accordance with this Section 10.09 shall, in turn, be provided the same notice and bumping privilege as set forth in this Section 10.09.
- (h) Regular and probationary personnel laid off in accordance with this MOU shall, unless they request otherwise, be placed on a reemployment list as provided by Personnel Rule 10.12. If an employee is reemployed from such a list, all service credits and sick leave accrued to the date of layoff shall be restored. In no event, however, shall City be required to restore credits for vacation and sick leave paid out at the time of layoff.
- (i) At the time of layoff, the employee's name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Personnel Rule 10. If the employee is reemployed prior to the expiration of a promotional list, they shall be reinstated to the list.
- (j) Prior to the effective date of layoff, the Police Chief or the Police Support Services Manager shall furnish the City Manager with a final evaluation of the employee's performance.

Section 15.07 City and Association acknowledge that the prospect of contracting police services functions to another public agency may potentially be considered during the term of this MOU. Therefore, should the City Council decide to contract out police services to another agency during the term of this MOU, City will meet and confer with Association regarding the impact of such contracting out and, during the negotiations for a contract with the contracting agency, make a good faith effort to negotiate to transfer represented employees to employment with the contracting agency, provided that such transfer and the implementation thereof are consistent with the public policy goals established by the City Council in the contracting out of out the police services.

#### **Article XVI. GRIEVANCE PROCEDURE**

Section 16.01 The following grievance procedure will be in effect:

- (a) A grievance is defined as any dispute involving the interpretation, application or alleged violation of:
  - (i) A current MOU between City and Association, or
  - (ii) The City's Personnel Rules where the provision in dispute is within the scope of representation.
- (b) Should any dispute concern an agreement, rule or action which prescribes a separate appeal procedure, that dispute shall be excluded from the procedure contained herein.

#### **Section 16.02 Informal and Formal Grievances**

- (a) Step 1. An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the

dispute. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the following information:

- (i) The name of the grievant,
  - (ii) The grievant's department and specific work site,
  - (iii) The name of the grievant's immediate supervisor,
  - (iv) A statement of the nature of the grievance, including the date and place of occurrence,
  - (v) The specific provision, policy, or procedure alleged to have been violated,
  - (vi) The remedies sought by the grievant, and
  - (vii) The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event, shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.
- (b) Step 2. An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to the Chief within seven (7) working days from the date of the immediate supervisor's decision. The Chief shall respond to the grievance in writing within seven (7) working days from the date of its receipt.
- (c) Step 3. If the employee is dissatisfied with the decision of the Chief in Step 2, he/she may submit the grievance to the City Manager within ten (10) working days from receipt of the Chief's response. The City Manager or his/her designated representative shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period the City Manager, or his/her designate, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.
- (d) Step 4. If the employee is dissatisfied with the decision of the City Manager, or his/her designate, he/she may submit the grievance to an Employee Relations Panel as provided in Section 11.09, listed below. Notice of such appeal must be filed in writing by the employee with the City Manager within fifteen (15) working days of receipt of that the City Manager, or his/her designee's decision.

### **Section 16.03 Employee Relations Panel**

- (a) The Employee Relations Panel ("Panel") shall consist of three (3) members selected as follows:
- (i) A City Management official selected by the City Manager,

- (ii) A City employee selected by the grievant, provided, however, that the participation of the employee so selected shall not constitute a conflict of interest nor subject that employee to any recriminations as a result of his/her participation, and
  - (iii) A representative of the California State Mediation and Conciliation Service or an individual, other than a State Representative, chosen by the parties knowledgeable in public sector labor relations from any source reasonably likely to produce such an individual, including, but not limited to, a labor organization or management organization. This person shall serve as Chairperson.
- (b) The Chairperson shall serve without compensation unless it can be demonstrated that the individual was obliged to use accrued leave benefits or leave without pay to serve on the Panel. Where provided compensation, the compensation shall be shared by City and the grievant or his/her employee organization.
  - (c) The Panel shall be constituted and hear the grievance within thirty (30) working days from the filing of the appeal with the City Manager. The Panel's decision shall be rendered within fifteen (15) working days from the conclusion of the hearing.
  - (d) The majority decision of the Panel shall be final and binding, subject only to ratification by the City Council if the decision mandates a capital expenditure or significant, unbudgeted expenditures. In those instances the ruling shall be submitted to the City Council for action which may include modification or reversal.
  - (e) The conduct of the Panel's hearing shall be governed by the following ground rules:
    - (i) All hearings shall be convened during regular established City hours to the extent feasible. The grievant and City employees serving on the Panel, or whose participation in the hearing is required by the Panel, shall not suffer loss of wages for time devoted to this purpose. No compensation shall be provided for hearing convened during times other than the employee's regularly scheduled work period.
    - (ii) All hearings shall be conducted in an expeditious manner, with the Chairperson retaining final authority to the rule on procedural matters or on other points affecting the length and conduct of the hearing. Legal counsel, court reporters and briefs shall only be utilized upon agreement between City and the grievant and shall not serve to delay the Panel's decision beyond the prescribed time limit, except by mutual agreement.
    - (iii) The Panel shall be committed to resolving the grievance in an objective, timely and equitable fashion and shall not permit either party to engage in any presentation or line of an argument which detracts from this purpose. Moreover, the Panel shall not accept evidence not presented in Step 3.

- (iv) No hearing shall be convened unless both parties have stipulated in writing to the issue or issues to be heard by the Panel.

**Section 16.04 General Conditions**

- (a) Any time limit set forth above of this procedure may be extended by written agreement between City and the grievant or Association.
- (b) Failure on the part of the grievant or their designated representative to comply with the time limits of this procedure or any extension thereto shall constitute a withdrawal of the grievance without further recourse to re-submittal under this procedure. Failure on the part of City to comply with prescribed time limits or extension thereto shall result in the grievance being moved to the next step of the procedure.
- (c) The grievant shall be entitled to have a representative of his/her own choosing, except as provided above, present at any grievance meeting with City.
- (d) A representative of Association which represents the grievant's position shall be entitled to be present at any hearing held in conjunction with Step 3 and Step 4 of Section 16.02.
- (e) The City Manager or his/her designated representative shall serve as the central repository for all grievance records.

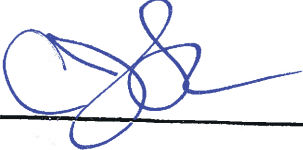
**Article XVII. RATIFICATION**

Section 17.01 This MOU shall become effective December 30, 2018.

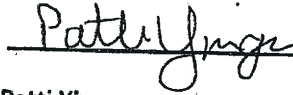
- (a) Unless mutually agreed otherwise by City and Association, Association shall provide City with its written requests on terms within the scope of representation for the period beginning January 1, 2022 between August 1 and August 31, 2021. City and Association shall begin to meet and confer on or before September 1, 2021, unless mutually agreed otherwise.




**FOR THE CITY OF MORGAN HILL:**

 12/20/18

Christina Turner Date  
City Manager

 12/10/18

Patti Yinger Date  
Police Support Services Manager

 12/21/18

Cindy Murphy Date  
Assistant City Manager for Administrative Services

 12/13/18

Michael Horta Date  
Senior Human Resources Analyst


 12/4/18

Michelle Katsuyoshi Date  
Human Resources Director


 12/13/18

Edward Kreisberg Date  
Lead Negotiator  
Meyers Nave

**FOR MORGAN HILL COMMUNITY SERVICE OFFICERS' ASSOCIATION:**

 12/10/18

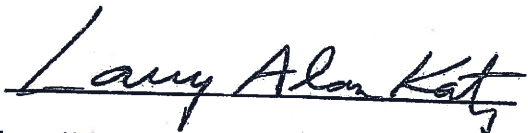
Idalia Echegoyen-Young Date  
CSOA President

 12/5/18

Paula Rodriguez Date  
CSOA Negotiator



Donna MacKnight Date 12/4/18  
CSOA Negotiator



Larry Katz Date 12/4/18  
Lead Negotiator and  
Legal Counsel  
Silver & Katz

## EXHIBIT A

### EDUCATIONAL INCENTIVE PAY PROGRAM

Morgan Hill Community Services Officers' Association

(For Employees Hired Before July 1, 2009)

#### I. INTRODUCTION

Educational Incentive Pay ("EIP") shall be paid in addition to regular pay when education is in addition to the regular requirements of their job as stated in City's adopted job descriptions and the education is job-related. An employee may not receive more than a seven and one half percent (7.5%) increase above the employee's base monthly salary.

#### II. PROGRAM GOALS

The goals of the EIP Program ("Program") are:

- A. To encourage employees to pursue education and programs which would enhance their job performance and understanding.
- B. To prepare employees for possible promotions to other positions or future openings within the City.
- C. To reward employees for their own initiative demonstrated through their participation in this Program.
- D. Any evaluation or decision regarding this Program or an employee's participation in the Program will be made based on the intent of the above stated goals.

#### III. DEFINITIONS

- A. Job-Related - A course or training program that directly relates to or enhances the employee's ability to perform the duties of their classification. Courses which are directly related to the job would be in criminal justice, public administration, law, supervision or management, or computer science and information systems. Course work that may enhance an employee's ability to perform their duties may include topics such as social science, human resources, or liberal arts programs at accredited universities or colleges.
- B. Degree Program - A series of college level courses that when completed results in an Associate of Arts, Associate of Science, Bachelor of Arts, Bachelor of Science, Master of Arts, or Master of Science degree. Courses that qualify for a degree program are those courses identified by the college or university that count toward the specific degree program the employee has selected.
- C. Minimum job requirements - The minimum job qualifications listed on the job description for each job classification.

#### IV. RATES OF PAY FOR EDUCATION ABOVE STATED JOB REQUIREMENTS

- A. For classifications that have a minimum education requirement of high school diploma or the equivalent (GED), the following steps are available for attainment of up to seven and a half percent (7.5%) EIP:
1. One and a quarter percent (1.25%) = fifteen (15) recognized semester college units, two hundred forty (240) hours of job-related training, or the equivalent.
  2. One and a quarter percent (1.25%) = thirty (30) recognized semester college units, four hundred eighty (480) hours of job-related training, or the equivalent.
  3. One and a quarter percent (1.25%) = forty five (45) recognized semester college units, seven hundred twenty (720) hours of job-related training, or the equivalent.
  4. One and a quarter percent (1.25%) = sixty (60) recognized semester college units, nine hundred sixty (960) hours of job-related training, attainment of an Associate of Arts degree or Associate of Science degree, or the equivalent.
  5. One and a quarter percent (1.25%) = ninety (90) recognized semester college units, one thousand four hundred forty (1440) hours of job-related training, or the equivalent.
  6. One and a quarter percent (1.25%) = one hundred twenty (120) recognized semester college units, one thousand nine hundred twenty (1920) hours of job-related training, attainment of a Bachelors of Arts degree or Bachelors of Science degree, or the equivalent.
- A. For classifications that have a minimum education requirement of an Associate of Arts or Associate of Science degree or two (2) years of job-related college course work, the following steps are available for attainment of up to seven and a half percent (7.5%) EIP:
1. One and a quarter percent (1.25%) = fifteen (15) recognized semester college units toward attainment of a Bachelor's degree, four hundred twenty (420) hours of job-related education or training, or the equivalent.
  2. One and a quarter percent (1.25%) = thirty (30) recognized semester college units toward attainment of a Bachelor's degree, four hundred eighty (480) hours of job-related education or training, or the equivalent.
  3. One and a quarter percent (1.25%) = Attainment of a Bachelor of Arts or Bachelor of Science degree, nine hundred sixty (960) hours of job-related education or training, or the equivalent.
  4. One and a quarter percent (1.25%) = Following the attainment of a Bachelor's degree, fifteen (15) hours semester units that qualify toward attainment of a Master of Arts or Master of Science degree, or the equivalent.
  5. One and a quarter percent (1.25%) = Attainment of a Master of Arts or Master of Science degree or the equivalent.

6. One and a quarter percent (1.25%) = Following the attainment of a Bachelor's degree or a Master's degree, an additional two hundred forty (240) hours of job-related education or training.
- A. For classifications that have a minimum education requirement of a Bachelor of Arts or Bachelor of Science degree, the following steps are available for attainment of up to seven and a half percent (7.5%) EIP.
1. One and a quarter percent (1.25%) = fifteen (15) recognized semester units that qualify toward attainment of a Master of Arts or Master of Science degree, or the equivalent.
  2. One and a quarter percent (1.25%) = attainment of a Master of Arts or Master of Science degree or the equivalent.
  3. One and a quarter percent (1.25%) = following attainment of a Bachelor's degree or Master's degree, an additional two hundred forty (240) hours of job-related education or training, or the equivalent.
  4. One and a quarter percent (1.25%) = following attainment of a Bachelor's degree or Master's degree, an additional four hundred eighty (480) hours of job-related education or training, or the equivalent.
  5. One and a quarter percent (1.25%) = following attainment of a Master's degree, seven hundred twenty (720) hours of job-related education or training, or the equivalent.
  6. One and a quarter percent (1.25%) = following attainment of a Bachelor's degree or Master's degree, nine hundred sixty (960) hours of job-related education or training, or the equivalent.
  7. Equivalentents are defined in the requalification section of this Policy.
  8. Different certificates will qualify towards EIP based on the certificate's degree of difficulty, hours required for completion and the recommendation of the Chief. Attachment A lists specific certificates and licenses, and the respective EIP points that qualify for EIP.

## **V. REVIEW PROCESS FOR CERTIFICATIONS**

The following review process will be used for assessing how a certification, other than a college course, will count towards EIP:

- A. Where possible, the formula found in the Equivalentents other than college units section of this article will be used to evaluate the degree to which the certificate counts towards educational incentive pay.
- B. If it is possible to obtain, the Human Resources Manager will contact the agency awarding the certificate and request a statement describing the number of preparation and/or course hours needed to obtain the certificate. This statement will then be converted to formula hours.
- C. In the event a determination cannot be made using paragraphs A and B listed above, the employee will make a recommendation to the Chief and to the Association President or, in the absence of the

Association President, the Association Vice President. This Recommendation by the employee shall be in writing and shall include the degree to which the employee feels the certificate should count towards EIP and the justification for such.

- D. If these two (2) individuals agree with the employee's recommendation or, if they both agree with a modified recommendation, they will present such to the Human Resources Manager for final determination.
- E. If the Human Resources Manager concurs with the recommendation, he/she will see that such certification is counted towards the employee's EIP.
- F. If the Chief and Association President cannot agree on a recommendation, the Human Resources Manager will, with both parties present, conduct an informal hearing and allow both individuals to state their recommendation along with appropriate justification. The Human Resources Manager may decide to choose one (1) of the recommendations presented or a modification of such. The decision of the Human Resources Manager will be final.
- G. If both the Chief and the Association President agree on a recommendation which the Human Resources Manager cannot endorse, the Human Resources Manager will explain his/her justifications and attempt to get the parties to modify their recommendation. If agreement cannot be reached the issue will be presented to the City Manager for determination.
- H. If the employee is not satisfied with the decision of the City Manager, the employee may file a grievance pursuant to the grievance procedure contained in the MOU. The grievance will be advanced to the final step in the grievance process as the City Manager review has already taken place.

## **VI. PROGRAM QUALIFICATIONS AND GUIDELINES**

The following qualifications and guidelines exist to help administer this program:

- A. An employee must have completed their initial probation before eligible for this Program. Employees on probationary status as a result of promotions shall be deemed eligible under this Program.
- B. The employee must demonstrate that the course or degree being sought and being considered for EIP pay will be directly related towards enhancing the employee's present job skills or future promotional opportunities within the City. The Human Resources Manager will make this determination after discussions with the employee and the Chief. The burden of proof as to job relatedness of specific educational levels shall be upon the employee. In addition, courses required as part of a degree program will also be considered.
- C. Employees should contact the Chief prior to enrollment in a course or class to receive confirmation that such a class would qualify for this program. The Chief will contact the Human Resources Office to receive confirmation that a specific course or certification qualifies for EIP.
- D. Upon approval from the Chief, City will make every effort to reasonably accommodate employee course schedules provided employee workload, overtime budgets, etc. are not adversely impacted.

- E. All attendance and participation in this program will be on the employee's own time and at their own expense.
- F. The tuition reimbursement program is a separate benefit contained in the MOU and employees may have the option of using the tuition reimbursement program towards the attainment of their education or professional development goals. Use of the tuition reimbursement program by the employee will not violate any provisions of this Program.
- G. To qualify for this Program, the employee must complete the course(es) with a passing grade of C or better. If grades are not assigned, the employee must provide other written certification which demonstrates that he/she has successfully passed course or obtained certification.
- H. Payment of EIP will be effective on the first day of the payroll period following the date of the college degree, course certification, etc., provided the employee has made a timely request to the Human Resources Manager for such pay. In no circumstances will payroll periods be split to match the exact date appearing on the degree or certificate.
- I. EIP period is based upon education which is in addition to the regular requirements of the job as stated on 9City's adopted job description. Please refer to each specific job description for the minimum educational requirements. These educational requirements are used as the starting point for the EIP calculations.

**VII. DOCUMENTATION OF EDUCATIONAL ACHIEVEMENT**

- A. City will provide an EIP Program form to be kept in the employee's personnel file to track the employee's participation in this Program.
- B. Evidence of successful completion of a degree, course, or certificate shall consist of a diploma or certificate indicating the major field of study along with a copy of college transcripts.
- C. The employee is responsible to furnish in a timely fashion all necessary documentation.

**VIII. DOCUMENTATION OF EDUCATIONAL INCENTIVE PAY**

- A. EIP shall be terminated at such time as the employee receiving EIP is promoted to or otherwise placed in a position requiring the educational level which the employee possesses or a higher educational level.
- B. In cases where a promotion would cause an employee to lose EIP due to a reclassification, the employee will receive a new base salary equal to or greater than an amount five percent (5%) above their old base salary and EIP total.

**IX. EMPLOYEES PREVIOUSLY ON LONGEVITY**

- A. Effective October 1, 1989, City's Longevity Pay Program will be placed entirely with a special EIP program for only those employees still on the Longevity Pay Program as of that date. The terms of this special program will be as follows:
1. All eligible employees shall be converted to the special EIP program at the same pay as they enjoyed under the Longevity Pay Program. No employee will be allowed to begin receiving longevity pay who is not already receiving such pay prior to October 1, 1989. This special educational incentive program assumes that these employees will continue to re-qualify under the City's existing EIP program guidelines for continued receipt of EIP.
  2. An employee previously on the longevity pay program may use this special EIP program or they may convert at any time they choose to the regular EIP program outlined in this article. This is a one-way conversion. Once an employee elects the regular EIP program, he/she may not return to this special EIP program.
  3. Employees covered under the previous longevity program may advance on their anniversary date to the various pay levels of five percent (5%) after ten (10) years service, seven and one half percent (7.5%) after fifteen (15) years of service, and ten percent (10%) after twenty (20) years of service.

**EXHIBIT B**

**COMMUNITY SERVICE OFFICERS ASSOCIATION SALARY SCHEDULES  
December 30, 2018 - December 31, 2019**

**Effective 12/30/18**

3.5% Increase for All Classifications

Position	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Animal Services Officer	\$4,652.42	\$26.84	\$4,885.04	\$28.18	\$5,129.30	\$29.59	\$5,385.76	\$31.07	\$5,655.05	\$32.63	\$5,937.80	\$34.26
Police Records Specialist	\$5,031.14	\$29.03	\$5,282.70	\$30.48	\$5,546.83	\$32.00	\$5,824.17	\$33.60	\$6,115.38	\$35.28	\$6,421.15	\$37.05
Property/Evidence Tech	\$5,573.39	\$32.15	\$5,852.05	\$33.76	\$6,144.66	\$35.45	\$6,451.89	\$37.22	\$6,774.48	\$39.08	\$7,113.21	\$41.04
Public Safety Dispatcher	\$6,695.91	\$38.63	\$7,030.71	\$40.56	\$7,382.25	\$42.59	\$7,751.36	\$44.72	\$8,138.93	\$46.96	\$8,545.87	\$49.30
PSD Supervisor	\$7,929.65	\$45.75	\$8,326.13	\$48.04	\$8,742.44	\$50.44	\$9,179.56	\$52.96	\$9,638.54	\$55.61	\$10,120.46	\$58.39
Sr Police Records Specialist	\$5,408.48	\$31.20	\$5,678.90	\$32.76	\$5,962.85	\$34.40	\$6,260.99	\$36.12	\$6,574.04	\$37.93	\$6,902.74	\$39.82

**EXHIBIT C**

**COMMUNITY SERVICE OFFICERS ASSOCIATION SALARY SCHEDULES  
January 1, 2020 - December 31, 2020**

**Effective 1/1/20**

3.5% Increase for All Classifications

Position	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Animal Services Officer	\$4,815.26	\$27.78	\$5,056.02	\$29.17	\$5,308.82	\$30.63	\$5,574.26	\$32.16	\$5,852.97	\$33.77	\$6,145.62	\$35.46
Police Records Specialist	\$5,207.23	\$30.04	\$5,467.59	\$31.54	\$5,740.97	\$33.12	\$6,028.02	\$34.78	\$6,329.42	\$36.52	\$6,645.89	\$38.34
Property/Evidence Tech	\$5,768.45	\$33.28	\$6,056.88	\$34.94	\$6,359.72	\$36.69	\$6,677.71	\$38.53	\$7,011.59	\$40.45	\$7,362.17	\$42.47
Public Safety Dispatcher	\$6,930.27	\$39.98	\$7,276.78	\$41.98	\$7,640.62	\$44.08	\$8,022.66	\$46.28	\$8,423.79	\$48.60	\$8,844.98	\$51.03
PSD Supervisor	\$8,207.19	\$47.35	\$8,617.55	\$49.72	\$9,048.42	\$52.20	\$9,500.84	\$54.81	\$9,975.89	\$57.55	\$10,474.68	\$60.43
Sr Police Records Specialist	\$5,597.77	\$32.29	\$5,877.66	\$33.91	\$6,171.55	\$35.61	\$6,480.12	\$37.39	\$6,804.13	\$39.25	\$7,144.33	\$41.22

**EXHIBIT D**

**COMMUNITY SERVICE OFFICERS ASSOCIATION SALARY SCHEDULES  
January 1, 2021 - December 31, 2021**

**Effective 1/1/21**

3.25% Increase for All Classifications

Position	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Animal Services Officer	\$4,971.75	\$28.68	\$5,220.34	\$30.12	\$5,481.36	\$31.62	\$5,755.43	\$33.20	\$6,043.20	\$34.86	\$6,345.36	\$36.61
Police Records Specialist	\$5,376.46	\$31.02	\$5,645.29	\$32.57	\$5,927.55	\$34.20	\$6,223.93	\$35.91	\$6,535.13	\$37.70	\$6,861.88	\$39.59
Property/Evidence Tech	\$5,955.93	\$34.36	\$6,253.73	\$36.08	\$6,566.41	\$37.88	\$6,894.73	\$39.78	\$7,239.47	\$41.77	\$7,601.44	\$43.85
Public Safety Dispatcher	\$7,155.51	\$41.28	\$7,513.28	\$43.35	\$7,888.94	\$45.51	\$8,283.39	\$47.79	\$8,697.56	\$50.18	\$9,132.44	\$52.69
PSD Supervisor	\$8,473.92	\$48.89	\$8,897.62	\$51.33	\$9,342.50	\$53.90	\$9,809.62	\$56.59	\$10,300.10	\$59.42	\$10,815.11	\$62.39
Sr Police Records Specialist	\$5,779.70	\$33.34	\$6,068.69	\$35.01	\$6,372.12	\$36.76	\$6,690.73	\$38.60	\$7,025.26	\$40.53	\$7,376.53	\$42.56