

EXHIBIT A
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK
AND
NEWARK POLICE ASSOCIATION

JULY 1, 2000

THROUGH

JUNE 30, 2006

*Revised November 2004

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
I.	Term	1
II.	Representation	1
III.	Definitions	1
IV.	Labor Market	2
V.	Salary Increase	3
VI.	Health and Welfare Program	6
VII.	Uniform Allowance	7
VIII.	Vacation Leave	9
IX.	Sick Leave	11
X.	Personal Leave	15
XI.	Other Leaves	15
XII.	Holidays	17
XIII.	Elimination of Overlapping Pay Ranges	18
XIV.	Educational Incentive Pay	18
XV.	Overtime	19
XVI.	Minimum Court Time Pay	20
XVII.	Detective Call-Out Pay and On-Call Allowance	22
XVIII.	Use of City Vehicles	23
XIX.	Tuition Fees & Book Costs Reimbursement	23
XX.	Retirement Benefits	26
XXI.	Special Assignment Pay	28
XXII.	Safety Training and Equipment	30

XXIII.	Per Diem Expense	31
XXIV.	Grievance Procedure	31
XXV.	Work Schedules	33
XXVI.	Training Schedule	37
XXVII	Authorized Representatives for the Purpose of Administering the Terms and Conditions of This Memorandum of Understanding	37
XXVIII.	Management Rights	38
XXIX.	Implementation of Section 414(h)(2) of the United States Internal Revenue Code.	38
XXX.	Full Understanding of Modification and Waiver	39
XXXI.	Transfer	40
XXXII.	Promotion	40
XXXIII.	Non-Discrimination	40
XXXIV.	Provision Regarding Americans With Disabilities Act	40
XXXV.	Separability	41

ATTACHMENT

A	Total Compensation Base for Regular Full-Time and Regular Part-Time Classifications (Effective July 1, 2000)	42
B	Total Compensation Base for Regular Full-Time and Regular Part-Time Classifications (Effective January 1, 2005)	43

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION**

I. TERM

This agreement shall be in effect from July 1, 2000 through June 30, 2006.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

- A. "Base Hourly Rate." The term "base hourly rate" shall mean the hourly compensation rate for regular part-time classifications, excluding benefits.
- B. "Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, life insurance, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.
- C. "Employees". The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Association.
- D. "Employer". The term "employer" shall mean the City of Newark.
- E. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
- F. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical and dental premiums as a before-tax conversion of salary.

- G. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, and Public Safety Dispatcher.
- H. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.
- I. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000 et seq.).
- J. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".
- K. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.
- L. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hour, 40-hour per week schedule.
- M. "Four-Ten Work Schedule" shall mean a four-day, ten-hour, 40 hour per week work schedule in a seven day work schedule.
- N. "160-Hour Work Schedule" shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three days of 12.5 hours per week and one day of 10 hours within the City-designated 28-day work cycle.
- O. "28-Day Work Cycle" for sworn personnel means the FLSA work cycle of 28-continuous calendar days as established by the Payroll Office.
- P. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.
- Q. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.
- R. "C Shift" means the scheduled work hours of 3:00 p.m. to 3:30 a.m.

IV. LABOR MARKET

Effective July 1, 2000, the City and Association agree to recognize the following agencies as the designated labor market for the purpose of salary and benefit survey comparisons:

Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

V. SALARY INCREASE

Effective July 1, 2000

A. Market Adjustments

1. The salary ranges for the classifications represented by the Association shall be increased as provided below:

<u>Classification</u>	<u>Market Adjustment</u>
Animal Control Officer	1.9%
Community Service Officer	0.6%
Police Officer	2.1%
Police Sergeant	3.7%
Public Safety Clerk	2.0%
Public Safety Dispatcher	0.5%

2. The salary ranges for the Lead Public Safety Clerk will be increased 7.4% and the salary ranges for the Lead Public Safety Dispatcher will be increased by 8.0%.

B. General Salary Increase

1. The salary ranges for all regular full-time classifications represented by the Association shall be increased 3% as set forth in Attachment A.
2. The salary ranges for all regular part-time classifications represented by the Association shall be increased 8.0%, which includes a special market adjustment of 5% plus a 3% general increase as set forth in Attachment A.

Effective January 1, 2001

C. Market Adjustment

1. The salary ranges for all regular full-time and regular part-time classifications shall be increased equal to the percent difference between the top step total compensation of the classifications represented by the Association and the mean of the top step total compensation for labor market classifications known on December 1, 2000, but effective no later than January 1, 2001, in the cities of Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City. Such percent

increase in salary shall not exceed 1%. "Total compensation" for survey purposes shall include:

- Top step base salary.
- That portion of the employee's PERS contribution that is paid by the employer.
- The amount of the highest premium the employer will pay for family coverage of medical and dental premiums.
- Any premiums paid by the employer for life insurance.
- Any premiums paid by the employer for long term and/or short term disability.
- Any premiums paid by the employer for vision care.

Effective July 1, 2001

D. General Salary Increase

1. The salary ranges for all regular full-time classifications represented by the Association shall be increased 3%.
2. The salary ranges for all regular part-time classifications represented by the Association shall be increased 8.0%, which includes a special market adjustment of 5.0% plus a 3% general increase.

Effective January 1, 2002

E. Market Adjustment

1. The salary ranges for all regular full-time and regular part-time classifications shall be increased equal to the percent difference between the top step total compensation of the classifications represented by the Association and the mean of the top step total compensation for labor market classifications known on December 1, 2001, but effective no later than January 1, 2002, in the cities identified in section C.1 above. Such percent increase shall not exceed 2%.

Effective July 1, 2002

F. General Salary Increase

1. The salary ranges for all regular full-time classifications represented by the Association shall be increased 3%.
2. In addition to the general salary increase defined in E.1 above, the salary ranges for regular part-time classifications represented by the Association

shall be increased to the amount equivalent to the regular full-time classification hourly rate.

Effective January 1, 2003

G. Market Adjustment

1. The salary ranges for all regular full-time and regular part-time classifications shall be increased equal to the percent difference between the top step total compensation of the classifications represented by the Association and the mean of the top step total compensation for labor market classifications known on December 1, 2002, but effective no later than January 1, 2003, in the cities identified in section C.1 above. Such percent increase shall not exceed 2%.

Effective July 1, 2003

H. General Salary Increase

1. The salary ranges for regular full-time and regular part-time classifications represented by the Associations shall be increased by the percentage equal to the annual Consumer Price Index for all Urban Consumers for the San Francisco, Oakland, and San Jose Area for the year ending April 2003, as determined by the U.S. Department of Labor, Bureau of Labor Statistics. Such percent increase shall not exceed 3% nor be less than 2%.

Effective January 1, 2004

I. Market Adjustment

1. The salary ranges for all regular full-time and regular part-time classifications shall be increased equal to the percent difference between the top step total compensation of the classifications represented by the Association and the mean of the top step total compensation for labor market classifications known on December 1, 2003, but effective no later than January 1, 2004, in the cities identified in section C.1 above. Such percent increase shall not exceed 2%.

Effective July 1, 2004

J. General Salary Increase

1. The salary ranges for regular full-time and regular part-time classifications represented by the Associations shall be increased by the percentage equal to the annual Consumer Price Index for all Urban Consumers for the San

Francisco, Oakland, and San Jose Area for the year ending April 2004, as determined by the U.S. Department of Labor, Bureau of Labor Statistics. Such percent increase shall not exceed 3% nor be less than 2%.

Effective January 1, 2005

*K. Market Adjustment and General Salary Increase

1. The salary ranges for all regular full-time and regular part-time classifications shall be increased equal to the percent difference between the top step total compensation of the classifications represented by the Association and the mean of the top step total compensation for labor market classifications known on December 1, 2004, but effective no later than January 1, 2005, in the cities identified in section C.1 above. Such percent increase shall not exceed 2%.
- *2. In addition to the market adjustment as specified above, the salary ranges for regular full-time and regular part-time classifications represented by the Associations shall be increased by three percent (3%),

Effective July 1, 2005

L. General Salary Increase

1. The salary ranges for regular full-time and regular part-time classifications represented by the Associations shall be increased by the percentage equal to the annual Consumer Price Index for all Urban Consumers for the San Francisco, Oakland, and San Jose Area for the year ending April 2005, as determined by the U.S. Department of Labor, Bureau of Labor Statistics. Such percent increase shall not exceed 3% nor be less than 2%.

Effective January 1, 2006

M. Market Adjustment

1. The salary ranges for all regular full-time and regular part-time classifications shall be increased equal to the percent difference between the top step total compensation of the classifications represented by the Association and the mean of the top step total compensation for labor market classifications known on December 1, 2005, but effective no later than January 1, 2006, in the cities identified in section C.1 above. Such percent increase shall not exceed 2%.

VI. HEALTH AND WELFARE PROGRAM

- *A. The contribution by the City toward monthly premiums for health and welfare

programs of employees represented by the Association shall be determined by CalPERS. That amount per month shall be the City's contribution for the participating employee under the PERS Health Benefit Program. In the event that a regular full-time employee elects to waive participation in the Program, that amount will be paid to the employee. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

- B. The City agrees to maintain the City of Newark Total Compensation and Flexible Benefit Plan unless prohibited by the Internal Revenue Code. The Flexible Benefit Plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan and/or the City-administered dental insurance plan as a before-tax conversion of salary. Administration of the Flexible Benefit Plan shall be pursuant to Section 125 of the Internal Revenue Code. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.
- C. City and Association agree that in the event of a federal or state mandate requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.
- *D. If the employee enrolls in a CalPERS health plan, the City will contribute the CalPERS Minimum Employer Contribution amount per month towards the cost of the premium.

VII. UNIFORM ALLOWANCE

- A. Police Officer, Police Sergeant, Community Service Officer, and Animal Control Officer
 - 1. Upon completion of 12 months of continuous active employment, Police Officers and Police Sergeants shall receive a monthly uniform allowance of \$58.
 - 2. Upon completion of 12 months of continuous active employment, Community Service Officers and Animal Control Officers shall receive a monthly uniform allowance of \$56.
 - 3. Upon appointment to the classification of Police Officer, Community Service Officer, or Animal Control Officer a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Police Officer, Community

Service Officer, or Animal Control Officer. Reimbursement shall be made upon receipt of evidence of purchase.

4. If the employment of a Police Officer, Community Service Officer, or Animal Control Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.3.above shall be returned to the City.
5. The City shall provide the Community Service Officer assigned to property and evidence with a jumpsuit laundry service.
6. The City shall, upon request, provide two utility uniforms for the Animal Control Officer. Replacement of the utility uniforms shall not be sooner than five years from date of purchase.

B. Public Safety Clerk

1. Upon appointment, Public Safety Clerks and Dispatchers will receive three new polo shirts.
2. Three new uniform shirts (Polo type) will be provided to Public Safety Clerks and Dispatchers annually.
3. The uniforms must conform to the specifications in General Order 0400.
4. The Public Safety Clerks and Dispatchers will wear uniforms at all times while on duty and will comply with the requirements of General Order 0400. The City maintains the right to discontinue providing uniforms at its sole discretion.

C. Motorcycle Duty

Upon approval of the Police Chief, employees assigned to motorcycle duty will be provided one pair of boots, two pairs of trousers, and one leather jacket. The motorcycle apparel shall conform to Police Department standards established by the Police Chief. Replacement of damaged or used apparel shall be at the discretion of the Police Chief. Employees shall either return the leather jackets at the completion of the motorcycle assignment or purchase the jacket issued to the employee from the City at a cost of \$250. Duration of motorcycle duty assignments shall be at the discretion of the Police Chief.

VIII. VACATION LEAVE

- A. Upon completion of six months of continuous service following appointment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 45 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.
- B. Upon completion of six months of continuous service following appointment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time non-sworn employees shall be credited with 40 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.
- C. Vacation leave entitlement for regular full-time employees following completion of six months of continuous service shall be as follows:
 - 1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.
 - 2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.
 - 3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.
 - 4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.
 - 5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.
 - 6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.
- D. Regular full-time employees who separate from City service after six months of continuous service shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to completion of

a six month employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

- E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.
- F. The Police Chief shall commence vacation scheduling for the ensuing calendar year as soon as possible after the completion of shift bids, but not later than October 15 to be completed by December 15 of the preceding calendar year.
- G. Regular part-time employees, upon completion of 1,040 hours or one year of continuous active service, whichever occurs first, shall be eligible to accrue vacation leave as follows:

	20-25 hour Work schedule	30-35 hour Work schedule
Less than five (5) years of service	3.33 hrs/month	5.00 hrs/month
During the fifth & following	5.00 hrs/month	7.50 hrs/month
During the tenth & following	6.67 hrs/month	10.00 hrs/month
During the fifteenth & following	7.33 hrs/month	11.00 hrs/month
During the twentieth & following	8.33 hrs/month	12.50 hrs/month

An eligible employee must be actively at work or on a leave with pay for one half of the regularly scheduled work days or, 40 hours for a half-time employee, or 60 hours for a three-quarter time employee in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized work days.)

Regular part-time employees who separate from City service after 1,040 hours or one year of continuous active service shall be paid for accrued but unused vacation leave at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who terminate from City service prior to working 1,040 hours or one year of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

- H. A regular full-time employee must work or be on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

IX. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow regular full-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time employee to recover from illness or injury so as to be physically able to return to work. Employees may use up to six months of annual accrued and available sick leave to care for their sick children, parents, or spouse. Sick leave is expressly not for the purpose of routine medical or dental appointments, personal business, illness of other individuals besides employee's children, parents, or spouse, bereavement leave, or any other purpose other than recovery from illness or injury.

B. Accrual

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.
2. Regular full-time employees who have served less than six months with the City shall receive no sick leave except that after completion of six months of continuous employment, the employee shall receive sick leave credit for six months of service to the City.
3. An employee must work or be on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).
4. Regular part-time employees, upon completion of 1,040 hours or one year of continuous active service, whichever occurs first, shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

<u>Work Schedule</u>	<u>Monthly Accrual Rate</u>	<u>Maximum Accrual</u>
20 - 25 hrs/week	4 hours	480 hours

30 - 35 hrs/week

6 hours

720 hours

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days or, 40 hours for a half-time employee, or 60 hours for a three-quarter time employee in a month to accrue sick leave credits for that month.

C. Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time employee in which that member may have accrued retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 960 hours accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 to be placed in the retirement service credit account. However, once placed in the retirement service credit account, it can be used only for retirement service credit and cannot be withdrawn from that account.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.
2. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning his/her daily duties. He/she must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as he/she feels necessary and may require supplemental information from the employee.
3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and his/her full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from

performing the substantial range of the job duties performed by the employee at the time of industrial injury.

4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee his/her full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.
5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or osteopathy of the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.
6. Whenever the Police Chief has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the Police Chief may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by his/her position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.
7. Absence for illness may not be charged to sick leave not already accumulated by the employee.
8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

E. Sick Leave Incentive Program

To minimize the impact on Police Department operations due to unanticipated absences, a sick leave incentive program is established for regular full-time employees represented by the Newark Police Association. The sick leave incentive program shall be administered as specified in the following provisions of this agreement.

Incentives shall be based on achieving perfect attendance (defined as without use of sick leave) during calendar quarters (January - March, April-June, July - September, October - December).

Incentive payments shall be granted at two levels which shall be \$25 per month for a calendar quarter provided an employee had perfect attendance during the previous calendar quarter and \$50 per month for a calendar quarter provided an employee had three consecutive calendar quarters of perfect attendance. The following criteria shall be applied in determining eligibility for the two levels of incentive pay.

1. \$25 Per Month Incentive Payment

- a. Employees who have successfully completed nine (9) months of continuous active service in a regular full-time position represented by the Association shall be eligible to earn a sick leave incentive payment after a calendar quarter of perfect attendance.
- b. Employees hired before June 1, 1996 shall be eligible to earn a sick leave incentive payment after completion of six (6) months of continuous active service in a regular full-time position represented by the Association.
- c. An employee who works a calendar quarter without the use of sick leave, will receive \$25 per month incentive pay for the succeeding calendar quarter. If any sick leave is used during the calendar quarter, when the employee is receiving the \$25 per month incentive pay, payment of the \$25 per month incentive pay shall cease during the calendar quarter immediately following the one in which the sick leave was used.

2. \$50 Per Month Incentive Payment

- a. An employee who works three consecutive calendar quarters without the use of sick leave shall have his/her incentive pay increased to \$50 per month for the succeeding calendar quarter. The \$50 per month incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.
- b. If during any calendar quarter, when the employee is receiving the \$50 per month incentive pay, an employee uses two days or less of sick leave, the incentive pay shall be reduced to \$25 per month for the calendar quarter immediately following the one in which the sick leave was used.

1. If during the calendar quarter, when the employee is receiving the \$25 per month incentive pay, an employee uses no sick leave, the sick leave incentive payment shall be reinstated at \$50 per month for the succeeding calendar quarter. The \$50 per month incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.
 2. If during the calendar quarter, when the employee is receiving the \$25 per month incentive pay, an employee uses any sick leave, the sick leave incentive payment shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the \$25 per month incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the \$50 per month incentive payment.
- c. If during any calendar quarter, when the employee is receiving the \$50 per month incentive pay, an employee uses more than two days of sick leave, the incentive pay shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the \$25 per month incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the \$50 per month incentive payment.

Sick leave use by non-sworn regular full-time employees necessitated by an injury or illness proven to be work-related shall not affect the earning of incentives under this program.

Conversion of sick leave as provided in Section IX of this Memorandum of Understanding shall be considered use of sick leave and shall affect earning of incentives under this program.

X. PERSONAL LEAVE

Non-sworn regular full-time employees may convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Regulations.

*Any Association employee who is required to be absent from his/her employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) calendar days (or up to 172 hours) in any fiscal year while so absent.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.

*2 Jury duty is based on an eight-hour day. If the employee's regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.

3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.

4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

<u>Authorized Work Schedule</u>	<u>Pay</u>
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

*5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, sister, brother,

mother, father, stepmother, stepfather, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

2. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement leave as follows:

<u>Authorized Work Schedule</u>	<u>Bereavement Leave</u>
20 - 25 hrs/week	5 days at 4 hours
30 - 35 hrs/week	5 days at 6 hours

XII. HOLIDAYS

- *A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher shall receive as compensation in-lieu of holidays an amount equal to 5% of his/her current base pay step , which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her current bas pay step.
- B. During the term of this agreement the classifications of Community Service Officer Animal Control Officer, and Public Safety Clerk, shall be eligible for the following holidays:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King, Jr., Day
 - Third Monday in February, President's Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 1, Veteran's Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - Last work day before Christmas
 - December 25, Christmas Day
 - Employee's Birthday, to be taken within the month of the employee's birthday, subject to Department Head approval
 - Floating Holiday, to be scheduled subject to Department Head approval.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to

another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holiday.

- C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.
- D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.
- E. Regular part-time employees in the classification of Public Safety Dispatcher shall receive as compensation in-lieu of holidays an amount equal to 2.5% of base hourly rate, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 2.5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her regular pay.
- F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) will be paid to the employee at the straight time hourly rate in effect in June of that year.

XIII. ELIMINATION OF OVERLAPPING PAY RANGES

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which he/she was promoted.

XIV. EDUCATIONAL INCENTIVE PAY

The City shall provide the following Educational Incentive Plan for sworn personnel represented by the Association:

- A. Those sworn personnel who receive a California P.O.S.T. Intermediate Certificate shall be paid an amount equivalent to 5% of the fifth step of the Police Officer salary range in addition to base monthly pay.
- B. Those sworn personnel who receive a California P.O.S.T. Advanced Certificate shall be paid an amount equivalent to 7.5% of the fifth step of the Police Officer salary range in addition to base monthly pay.
- C. Effective July 1, 2003, the maximum amount of Educational Incentive Pay will be capped at a flat rate equivalent to 5% of the fifth step of the Police Officer salary range for those sworn personnel who receive a California P.O.S.T. Intermediate Certificate and 7.5% of the fifth step of the Police Officer salary range for those sworn personnel who receive a California P.O.S.T. Advanced Certificate.
- D. Effective July 1, 2004, Educational Incentive Pay will be increased by the sum of \$20.00 per year over the amount received effective July 1, 2003 for those sworn personnel who receive a California P.O.S.T. Intermediate or Advanced Certificate.
- E. Effective July 1, 2005, Educational Incentive Pay will be increased by the sum of \$20.00 per year over the amount received effective July 1, 2004 for those sworn personnel who receive a California P.O.S.T. Intermediate or Advanced Certificate.

The effective date for payment of educational incentive pay shall be the payroll date nearest the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XV. OVERTIME

A. Overtime Pay

For purposes of this memorandum of understanding, overtime for regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 80 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 80 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

C. Compensatory Time Off for DARE and School Resource Officers

*The DARE and School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. The accumulation of compensatory time off for Police Officers assigned to DARE Officer or School Resource Officer positions shall be limited to 200 hours. At the termination of an assignment as DARE Officer or School Resource Officer, a plan shall be developed with the officer to reduce the compensatory time leave balance to 80 hours within six months from the end of the assignment.

Employees shall not be eligible to convert compensatory time off to cash except upon termination.

D. Call-Back Minimum

1. Regular full-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XIV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not furnished, a minimum of four (4) hours pay at the overtime rate.
2. Regular full-time employees who are called back to work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not furnished, a minimum of two (2) hours pay at the overtime rate.
3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.

XVI. MINIMUM COURT TIME PAY

- A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled

days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850 leave, leave without pay, or shift trades between employees.

- B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.
- C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.
- D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.
- E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.
- F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.
 - 1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for the time spent at court.
 - 2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only his/her industrial leave (4850 leave) pay.
 - 3. An employee who appears in court while on leave of absence without pay

shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.

- G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE CALL-OUT PAY AND ON-CALL ALLOWANCE

A. Call-out Pay

Police Officers who are assigned as Detectives shall receive 4 hour minimum call back pay at the rate of time and one-half of the regular hourly rate if called back to work between 11:00 P.M. and 7:00 A.M., or on scheduled days off. All of the following conditions must be present before a Detective may be called from off duty:

1. The crime must be one ordinarily assigned to the Detective Division for investigation.
2. There must be some urgency which requires immediate detective participation.
3. There must be specific tasks to be performed or specific leads to be followed up which by their nature require the detective's expertise.
4. The patrol supervisor must approve the call-out.

The detective assigned to the type of crime in question shall be called out, if the above conditions are present. If that detective is not available, any detective who can respond shall be called out.

B. On-call Duty

1. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.
2. The detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred dollars (\$100) for each full week (seven day period) assignment.
3. Payment of the on-call allowance shall be prorated if the week assignment is not completed.

4. The \$100 on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.
5. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

- A. Police Officers who are assigned as Detectives and who live within the Newark City limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. The City-owned vehicle shall not be utilized for any purpose not related to official City business.
- B. Effective July 1, 2000, Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. The City-owned vehicle shall not be utilized for any purpose not related to official City business.
- *C. Effective August 1, 2002, Police Officers who are assigned as Motor Officers and Community Service Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

- *A. Regular full-time employees are eligible on a first-come, first-served basis for the educational reimbursement of tuition fees and book costs.
- *B. The City shall establish a fund of \$11,000 (less education reimbursement expenses already paid out beginning July 1, 2004) which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within the remaining term of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed \$650 per employee per fiscal year.
- C. Reimbursement shall be made for 80% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.

D. An employee may petition his/her Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.

E. Procedure

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (eg: Saint Mary's College bachelor's or graduate programs).
2. Reimbursement shall be made for 80% tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

Total educational program fees (eg: B.S./B.A. degree programs) divided by the total number courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course.
- *4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Personnel Department's Educational Reimbursement procedures.
5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs. Parking fees for the above courses shall be reimbursed according to the quarterly or semester flat fee charged by the educational facility.

F. Reimbursement shall be achieved by the following procedure:

1. An eligible employee approved for educational reimbursement shall submit a request for reimbursement, itemizing the course fee for the approved

course(s) or the average course fee (defined in section XVIII. E. 2) for courses attended during the term of this Memorandum of Understanding to the Personnel Department. Receipts or other evidence of costs paid shall be attached to the educational reimbursement request. The employee shall also attach to the educational reimbursement request photocopied or original documentation of:

- a. The title of the course to be reimbursed.
 - b. The grade earned for the course.
 - c. Charges for tuition or registration.
 - d. The degree major course of study as declared by the employee.
2. The reimbursement request shall be encumbered by the Personnel Department in the amount not to exceed \$650 per employee per fiscal year.
 3. Upon completion of the course, the employee shall submit documentation of successful completion of the course to the Personnel Department.
 - *4. A reimbursement will be made to the employee upon receipt of the above documentation, in accordance with the Personnel Department's Educational Reimbursement procedures and the Finance Department's normal procedures and timelines.
- G. Required textbooks for which the employee was reimbursed shall become the property of the employee.
- H. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct

personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIX. RETIREMENT BENEFITS

- A. The City shall continue to provide to all sworn members of the Association a retirement formula known as "2% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option.

50"

Effective July 1, 2003, the City will amend its contract with CalPERS to provide all sworn members of the Association the retirement formula known as "3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option.

Association members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement after the "3% at 50" retirement formula is in effect if the CalPERS Safety Plan employer actuarial rate exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years of the contract, if the rate over 17.00% decreases, the Association members' matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with Association members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate increased from 17.00% to 20.00% effective July 1, 2003, the sworn Association members' rate would increase from 9.00% (current employee rate) to 10.50%. The City would then be responsible for the matching 1.50%. If during the remaining years of the contract, the rate decreased from 20.00% to 18.00%, the sworn Association members rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

The City agrees that if the members of the Newark Firefighters Association receive the 3% at 50 retirement formula enhancement prior to July 1, 2003, the sworn members of the Newark Police Association will receive the 3% at 50 retirement formula enhancement on the same effective date.

- *B. Effective January 1, 2004, the City shall provide to all non-sworn members of the Association a retirement formula known as "2.5% at 55" together with the 1959

Survivor Benefit option and a credit for unused sick leave option. The Association's non-sworn members will contribute an additional one percent (1%) of salary to the increase in the employee contribution rate for a total of eight percent (8%) to coincide with the "2.5% at 55" retirement enhancement taking effect.

In addition, effective July 1, 2005 the Association's non-sworn members will contribute a matching percentage of salary during the term of the agreement after the "2.5% at 55" retirement formula is in effect if the CalPERS Miscellaneous Plan employer actuarial rate exceeds 10.00% to a maximum of 18.00%. In the event that the employer rate exceeds 18.00%, the City shall be responsible for any increase above 18.00%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, Association members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00% effective July 1, 2005, each Association member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00% effective July 1, 2005, each Association member would contribute half of the 3.00% increase (1.50%) from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If during the subsequent years after this pay plan, the rate decreased from 13.00% to 11.00%, the Association member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%."

- C. The City shall provide the one-year highest compensation option to sworn and non-sworn members of the Association.
- D. The City shall establish a retiree provision in all group health plans in which City personnel participate.
- *E. Effective October 15, 2000, the City will amend its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.
- *G. Effective, January 26, 2001, the City will amend its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

- *H. Effective November 16, 2004, the City amend it contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will be paid by the members.

XXI. SPECIAL ASSIGNMENT PAY

A. Field Training

Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a 5% of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

*B. Lead Public Safety Clerk Pay

A Public Safety Clerk assigned by the Police Chief as Lead Public Safety Clerk will receive 7.4% above his/her current salary range.

*C. Lead Public Safety Dispatcher Pay

A Public Safety Dispatcher assigned by the Police Chief as Lead Public Safety Dispatcher will receive 8% above his/her current salary range.

*D. Public Safety Dispatcher Training Pay

Public Safety Dispatchers formally assigned by the Police Chief to train Public Safety Dispatchers as part of a formalized departmental training program of one week or more shall be paid the sum of \$50 per week for each complete week of training. For periods spent training of more than one week, but less than a full week, the \$50 payment shall be prorated at \$16.67 per day, (this amount based on training 3 days per week) on a daily basis to the nearest whole work day.

E. Acting Sergeant Pay

A Police Officer assigned in writing by the Police Chief to perform the duties of a Police Sergeant on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

F. Effective July 1, 2000, Police Officers assigned as DARE Officers, School

Resource Officers or Detectives will receive special assignment pay of \$250 per month. Police Sergeants assigned as a Detective Sergeant will receive special assignment pay of \$250 per month.

Effective July 1, 2002, Police Officers assigned as DARE Officers, School Resource Officers or Detectives will receive special assignment pay of \$275 per month. Police Sergeants assigned as Detective Sergeants will receive special assignment pay of \$275 per month.

- *G. Effective March 1, 2002, Police Sergeants assigned as the Community Services Sergeants, will receive special assignment pay of \$250 per month.

Effective July 1, 2002, Police Sergeants assigned as the Community Services Sergeants, will receive special assignment pay of \$272 per month.

- *H. Effective September 28, 2003, Police Officers who are assigned as Canine Handlers will receive special assignment pay of \$275 per month, and a maintenance fee of \$100.00 per month which will be treated as salary. The maintenance fee is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.
- *I. Effective August 1, 2002, Police Officers assigned as Motor Officers will receive special assignment pay of \$275 per month.
- J. Effective January 1, 2001, the City agrees to pay regular full-time employees represented by the Association bilingual assignment pay of \$75.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of \$56 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of \$38 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions *and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:
 1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.
 2. Eligible languages will be determined by the City.
 3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.
- *K. The Police Chief has the discretion to approve special assignment pay for other special assignment positions, as necessary, based on the needs of the organization.

XXII. SAFETY TRAINING AND EQUIPMENT

A. Community Service Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries to the Community Service Officer assigned to animal control.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

- C. Effective July 1, 2000, the City will provide uniformed members of the Association the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Vest (Minimum Threat Level 3), and Belt Keepers.

Equipment will be “web gear” style and will be issued during the first 12 months of this agreement.

XXIII. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXIV. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on his/her own behalf or by the President of the Association and/or his/her designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place and person served. Notice may also be served by addressing said notice to the City supervisor involved at the City Administration Building or the employee at his home address as shown in the Personnel Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee and/or the President of the Association on behalf of an employee represented by the Association.

Hearings on grievances and actual filing of grievances may be processed during normally scheduled working hours. All other activities related to the employee's or Association's preparation and processing of the appeal grievance shall be done outside of scheduled working hours. No employee or Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of his/her (its) representatives and witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence

of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee may and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

An Association employee shall not be penalized if he/she erroneously files a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

- A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.
- B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, he/she/it shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.
- C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide his/her decision in writing to the employee and/or Association representative.
- D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate Department Head.
- E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Department Head shall provide a written decision to the employee and/or Association.
- F. Within ten (10) calendar days of receipt of the Department Head's decision, the

employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or his/her designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

- G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.
1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.
 2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear his/her attorney's fees.
 3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.
 4. The City and the employee both hold the right to be represented by an attorney or a representative of the employee's union or association.
 5. If either of the parties does not accept the decision of the fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXV. WORK SCHEDULES

- A. Sworn personnel shall utilize a work schedule known as a "160-Hour (3/12½) Work Schedule". Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol, canine, traffic, and patrol sergeants. Eligibility for assignment to a Four-Ten Work Schedule shall include Detectives, the Detective Sergeant, PUNT Officer, Community Service Officers, *Motor Officers, Community Services Sergeants, and Canine Officers. The Police Chief shall have the right to place other positions on alternative work schedules with approval of the City Manager. During any permitted meal periods, Community Service Officers assigned to Patrol Division will be on an on-duty

status and shall be available to respond to requests for police services.

- B. The starting times for the alternative work schedules shall be established by the Police Chief and may be changed by the Police Chief at his discretion following a thirty day notice to the Association of the new starting times.
- C. The Police Chief will provide to employees on the 160-Hour (3-12½) Work Schedule a minimum seven day notice of the schedule for the 10-hour day (“pay-back” day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day (“pay back” day).
- D. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief’s choosing including the standard five day, eight hour work schedule.
- E. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hours per week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.
- F. Notification of Shift Change

Seven calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said seven day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

G. Shift Bidding

- 1. For all classifications, except Police Sergeant, the present practice of shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in his judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the

grievance is resolved.

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months. A Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.
3. Shift changes will be scheduled by the Police Chief three times per year.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

*I. Public Safety Dispatcher Work Schedule

Regular full-time Public Safety Dispatchers shall utilize a work schedule known as “3/12½ Hour Work Schedule” with a paid lunch period. Typically, a Public Safety Dispatcher assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) for three consecutive weeks and during the fourth week work three 12.5 hour days plus one additional 10 hour day (47.5 hours).

The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at his discretion following a thirty day notice to the Association of the new starting times.

The Police Chief will provide to Public Safety Dispatchers on the “160-Hour (3-12½) Work Schedule” a minimum seven day notice of the schedule for the 10-hour day (“pay-back” day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day (“pay back” day).

Public Safety Dispatchers authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.

1. Notification of Shift Change

Seven calendar days notice shall be provided when Public Safety Dispatchers are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said seven day notice shall not be required when an emergency

necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Public Safety Dispatchers may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. Shift Bidding

The present practice of shift bidding shall be continued to permit assignment of Public Safety Dispatchers by the Police Chief where, in his judgment, such assignment is needed to achieve management objectives. Public Safety Dispatchers may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

Shift changes will be scheduled by the Police Chief three times per year.

3. Salary Range Change

In order to compensate for the increased costs associated with the implementation of the Alternative Work Schedule, the monthly base salary for Public Safety Dispatcher will be adjusted and will be reduced by 2% at each step.

4. Overtime Pay

Overtime for regular full-time Public Safety Dispatchers shall be defined as that time actually worked in excess of 40 hours per seven-day calendar week. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half to a maximum of 80 hours.

5. Market Adjustment Process

For the purpose of salary market adjustments as outlined in this MOU, the salary ranges for all regular full-time and regular part-time Public Safety Dispatchers will be compared equal to the percent difference between the

top step total compensation of Public Safety Dispatcher in Newark and 2% below the mean of the top step total compensation for the labor market classification of Public Safety Dispatcher or comparable classification in the cities of Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City. "Total Compensation" for survey purposes shall include:

- Top step base salary.
- That portion of the employee's PERS contribution that is paid by the employer.
- The amount of the highest premium the employer will pay for family coverage of medical and dental premiums.
- Any premiums paid by the employer for life insurance.
- Any premiums paid by the employer for long term and/or short term disability.
- Any premiums paid by the employer for vision care.

6. Authority

The City and Association agree that the alternative work schedule for Public Safety Dispatchers will be implemented on a trial basis and that the City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.

XXVI. *TRAINING SCHEDULE

Canine Officers assigned to a 4/10 work schedule shall schedule canine training during their regular work day as follows:

- Witmer-Tyson training 2nd and 4th Tuesdays every month. "In-house" training 1st and 3rd Tuesdays.
- Any changes to the Tuesday training sessions will require a change in the Canine Officers' schedule so that no overtime is incurred for training.

XXVII. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

- A. Management's principal authorized agent shall be the City Manager or his/her duly designated representative except where a particular management representative is otherwise designated.

- B. The Association's principal authorized agent shall be the President of the Newark Police Association and/or his/her duly designated representative.

XXIX. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

XXX. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

- 1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being

made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Paragraph 1 of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

XXXI. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings and conferring in good faith in accordance with Section 3500 et seq of the Government Code of the State of California and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City shall not make any changes unless warranted by operational necessity.

XXXII. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXIII. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXIV. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXV. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

- A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.
- C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
- D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVI. SEPARABILITY

Notwithstanding any other provisions in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet-and-confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

Dated: November 30, 2004

GREGG PASSAMA, President
Newark Police Association

AL HUEZO
City Manager

TAMI YUKI
Personnel Director

ATTACHMENT A

COMPENSATION BASE FOR
REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Association
July 1, 2000

MONTHLY COMPENSATION BASE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Sergeant	6,169	6,475	6,797	7,136	7,496
Police Officer	5,210	5,470	5,743	6,028	6,331
Animal Control Officer	3,837	4,025	4,228	4,441	4,658
Community Service Officer	3,788	3,974	4,174	4,384	4,599
Public Safety Clerk	3,542	3,717	3,904	4,102	4,305
Public Safety Dispatcher	4,310	4,527	4,753	4,991	5,239

BASE HOURLY RATE FOR
REGULAR PART-TIME CLASSIFICATIONS

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Public Safety Dispatcher	20.64	21.67	22.75	23.88	25.09

*ATTACHMENT B

COMPENSATION BASE FOR
REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Association
January 1, 2005

MONTHLY COMPENSATION BASE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Sergeant	7,629	8,008	8,407	8,825	9,272
Police Officer	6,418	6,738	7,075	7,425	7,801
Animal Control Officer	4,777	5,013	5,264	5,529	5,800
Community Service Officer	4,718	4,949	5,197	5,461	5,728
Public Safety Clerk	4,410	4,628	4,862	5,108	5,361
Public Safety Dispatcher	5,259	5,524	5,800	6,091	6,393

BASE HOURLY RATE FOR
REGULAR PART-TIME CLASSIFICATIONS

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Public Safety Dispatcher	30.34	31.87	33.46	35.14	36.88

