CITY OF OROVILLE
RESOLUTION NO. 8172

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON - SWORN UNIT

(Agreement No. 1448-7)

BE IT hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Non - Sworn Unit. A copy is attached hereto as Exhibit "A".

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on February 4, 2014 by the following vote:

AYES: Council Members Andoe, Berry, Bunker, Pittman, Simson, Vice Mayor Wilcox

NOES: None

ABSTAIN: None

ABSENT: Mayor Dahlmeier

Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Randy Murphy, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8172, adopted at its regular meeting of February 4, 2014.

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ARTICLE 1 - AGENCY SHOP

1.1 The Oroville Police Officers Association (OPOA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Community Service Officer
- Public Safety Communication Specialist
- Public Safety Communication Specialist Supervisor
- Police Records Technician
- Police Administrative Assistant
- Crime Analyst/Information Technology Officer

ARTICLE 2 - SCOPE OF REPRESENTATION

2.1 This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

3.1 Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

4.1 The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations

- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons
- To direct the work force
- To increase or decrease the work force and determine the number of employees needed
- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

5.1 **OVERALL SENIORITY -** "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.

5.2 **CLASSIFICATION SENIORITY -** Classification Seniority is defined as the total time served in the classification or higher classification within the department.

5.3 **DEPARTMENT SENIORITY -** Department Seniority begins upon fulltime hire in the Department.

5.4 **TIES IN SENIORITY -** Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking on the eligibility list.

5.5 **SENIORITY LIST -** The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

6.1 In the event of a call-back or return to duty, an employee shall receive a

minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.

6.2 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall read three (3) hours instead of two (2) hours.

ARTICLE 7 - SHIFT SCHEDULE

7.1 The City shall place all administrative staff (Community Services Officer, Records Technician and Administrative Assistant) on a 5/8 schedule – Monday thru Friday to coincide with other administrative personnel. At the discretion of the Chief of Police, a 4/10 work schedule may be implemented to meet the needs of the department and City.

7.2 Dispatchers shall remain on the 4/10 schedule. However, at the Police Chief's discretion the schedule may be modified to a 5/8 schedule in order to accommodate staffing deficiencies or other emergency situations. Dispatchers shall revert to the 4/10 schedule once staffing needs or the emergency situation no longer exists.

7.3 Any change in shift rotation shall be subject to meet and confer.

ARTICLE 8 CLOTHING ALLOWANCE

8.1 Each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred twenty dollars ($720) upon hire, paid in their first paycheck with the option of having a separate check.

On the next first pay period in December, and each first pay period in December thereafter, the employee shall receive an annual clothing allowance of $720 paid on the first paycheck in December, with the option of having a separate check.

This City agrees to provide employees with the following uniform insignia:
1) Patches - up to two sets per year as needed
2) Pins - as needed
The Chief of Police or their designee shall decide when replacement uniform insignia are necessary.

ARTICLE 9 - SALARY

9.1 **SALARY** - The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A."

9.2 SALARY STEPS - All salary steps, A, B, C, D, E, F and G are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. To be eligible for advancement to Step F or G, the member must have completed two (2) years in their current classification.

9.3 SALARY INCREASE -

- Effective July 1, 2014, the members shall receive a 1.5% salary increase.
- Effective July 1, 2015, the members shall receive a 1.5% salary increase.
- Effective June 30, 2016, the members shall receive a 1.75% salary increase.

ARTICLE 10 - OVERTIME

10.1 Employees required to work in excess of forty (40) hours per week shall receive one and one-half (1½) times their appropriate rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off for holidays, vacations and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.

10.2 Time worked contiguous to a normally assigned shift shall be treated as overtime.

10.3 The department shall not change a unit employee's shift solely for the reason of avoiding payment of overtime. In the event that less than 48 consecutive hours advance notice is given by the department to the employee of such change, the first shift shall be compensated at the rate of time and one-half, as a one-time shift-change stipend. This Section shall not apply to voluntary shift trade amongst unit employees.

ARTICLE 11 - COMPENSATORY TIME OFF (CTO)

11.1 COMPENSATORY TIME OFF (CTO) -

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- No more than 120 hours of CTO may be carried on the books at any time.
- A member's decision to elect CTO instead of overtime pay is irrevocable.

- Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- Members have the option of receiving CTO cash out on a separate check.
- Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

ARTICLE 12 - BI-LINGUAL PAY

12.1 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area, shall receive $200 per month. Languages currently eligible for bi-lingual pay are: Spanish, Hmong, Mien and Vietnamese, or any other languages as approved by the City Administrator.

ARTICLE 13 - SHIFT DIFFERENTIAL PAY

13.1 SHIFT DIFFERENTIAL PAY - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional $.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional $1.16 per hour to their base pay for shift differential pay.

ARTICLE 14 - DISPATCHER TRAINING INCENTIVE

14.1 DISPATCHER TRAINING INCENTIVE - Qualified Post Certified Public Safety Communication Specialists assigned by Department Management to train new employees shall be paid an additional 5% pay per hour for the hours they perform such training.

ARTICLE 15 - EDUCATION INCENTIVE

15.1 EDUCATION INCENTIVE - All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

- B.A. or B.S. degree $250.00/Mo.
- A.A. or A.S. degree or 60 units of General Education and/or job related courses $125.00/Mo.

The member must have taken undergraduate course work provided by a

community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification. No employee may receive compensation for more than one degree.

ARTICLE 16 - OUT OF CLASS PAY

16.1 An employee assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification, but shall at the time of the temporary assignment immediately receive 5% above their base pay.

ARTICLE 17 - RETIREMENT BENEFITS

17.1 OPOA Non-Sworn members shall begin paying the following portions of their P.E.R.S. Member Contribution:

a. Upon the effective date of the MOU, members will pay 3% of the 7% P.E.R.S. Contribution.
b. On July 1, 2014, members will pay an additional 2% (5% of the 7%)
c. On July 1, 2015 members will pay an additional 2% (Paying full 7%)

Payments shall be made pre-tax.

All OPOA Non-Sworn members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Effective January 1, 2013 and upon hire, all new OPOA Non-Sworn members shall receive the 2%@62 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.

The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

Effective January 1, 2013 or after, new OPOA Non-Sworn members will have their retirement benefit calculations based off their three (3) highest years.

Sick Leave Conversion for P.E.R.S Retirement Credit is available for all members.

17.2: PUBLIC EMPLOYEE PENSION REFORM ACT:

It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 18 - HEALTH BENEFITS

18.1 The City agrees to continue to provide insurance benefits for employees and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability.

OPOA Non-Sworn members will continue to receive the City's existing health insurance contribution that they are currently receiving.

18.2 HEALTH INSURANCE REVIEW COMMITTEE

The City agrees to participate in the established Health Insurance Review Committee. The Human Resource Analyst and up to two representatives from each City employee group may attend the meeting on behalf of the City of Oroville. The purpose of the Committee is on-going review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee employees shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours, nor shall such employees receive overtime or call-back pay for service on the committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

18.3 APPROVAL OF FUTURE PLAN CHANGES

A. Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

B. The Health Insurance Review Committee established in Section 18.2 shall review and recommend to the Oroville City Council those proposed changes in the plan

benefits and structure to be voted upon by the employees pursuant to Subsection 18.3 (A). The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered

18.4 INTERNAL REVENUE CODE SECTION 125 COLLABORATION

The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

18.5 RETIREE MEDICAL

The City agrees that a retired employee or spouse of a deceased retired employee, at their own expense, may purchase health insurance benefits at the current premium rates paid by the City for regular employees.

18.6 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

ARTICLE 19 - LONGEVITY PAY

19.1 In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the educational incentive shown below:

YEARS	INCENTIVE
20 years or more	$300.00
15-19 years	$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 20 - VACATION POLICY

20.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 to 4 years 80 hours
- 5 to 11 years 120 hours
- 8 hours for each additional year to a maximum of 160 hours.

20.2 VACATION CARRYOVER - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

20.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

20.4 Vacation policy sign up will be conducted in accordance with overall seniority with the Police Department. Employees will be allowed to sign up for any one continuous increment, which they choose and for which they are eligible prior to passing the list. An additional increment of time may be chosen upon recirculation of the list. Once a list is passed on it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to bump less senior employee's choices of vacation.

ARTICLE 21 - VACANCIES

21.1 VACANCIES - When a position becomes vacant, the vacancy shall be posted on the department bulletin board for a period of five (5) business days prior to making the opening public.

ARTICLE 22 - HOLIDAYS

22.1 The following holidays shall be observed by the City:

(1) New Year's Day, January 1

(2) Martin Luther King Day, 3rd Monday in January
(3) Lincoln's Birthday, February 12
(4) President's Day, 3rd Monday in February
(5) Memorial Day, last Monday in May
(6) Independence Day, July 4
(7) Labor Day, the 1st Monday in September
(8) Veteran's Day, November 11
(9) Thanksgiving Day, 4th Thursday in November
(10) The day after Thanksgiving
(11) The day before Christmas
(12) Christmas Day, December 25
(13) Floating Holiday, Refer to Article 23.5

22.2 HOLIDAY PAY:

A. 4/10 rotating shift schedule. Employees shall be compensated for each holiday by ten (10) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay irrespective of when the holidays may be observed by the employee. The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first paycheck in December of each year.

B. 4/10 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by ten (10) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1 ½) times the straight time rate of pay.

C. 5/8 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by eight (8) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay.

22.3 No holiday leave shall be used in place of vacation leave except when the holiday falls within a regularly scheduled vacation leave.

22.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first pay check in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

22.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If not used, the benefit will extinguish (no banking). If the requested time off would require that another person be called

back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 23 - SICK LEAVE

23.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or a member of an employee's immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

23.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick Leave with pay is cumulative at the rate of eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

23.3 An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.

23.4 Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

23.5 An employee who takes a leave of absence without pay for a period in excess of thirty (30) days shall forfeit one (1) day of sick leave benefits for each such 30 day period.

23.6 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.

23.7 The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.

23.8 An employee who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.

23.9 An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 24 - BEREAVEMENT LEAVE

24.1 Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected, and the date of return to City service.

24.2 Immediate family includes the following individuals of an employee's family: spouse, domestic partner, natural, step or legal child, parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law.

ARTICLE 25 - MATERNITY LEAVE

25.1 Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 26 - MILITARY LEAVE

26.1 Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

ARTICLE 27 - UNPAID LEAVE

27.1 **UNPAID LEAVE -** Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

A. Shall not accrue seniority.
B. Shall not receive contributions towards any benefits.

C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 28 - JURY DUTY

28.1 Every employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee, while being interviewed for or while serving on a jury.

ARTICLE 29 - LIGHT DUTY

29.1 Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment, and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 30 - BULLETIN BOARDS

30.1 A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 31 - ASSOCIATION DUES

31.1 **PAYROLL DEDUCTIONS -** The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to the OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 32 - RANDOM DRUG AND ALCOHOL TESTING

32.1 OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything

to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 33 - LAYOFF PROCEDURE

33.1 LAYOFF PROCEDURE – If the City finds it necessary to impose layoffs then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.

33.2 BUMPING RIGHTS – An employee who is laid off from a higher classification may assume a lower classification based on Overall Seniority as defined in Section 5.1.

33.3 ORDER OF LAYOFFS – Prior to laying off a full time employee all part-time or extra help employees shall be laid off.

ARTICLE 34 - DISCIPLINE

34.1 City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies:
It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

34.2 Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

34.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

34.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

A. Misstatement of facts during the hiring process;
B. Falsification of any entry on a City document (e.g., time card, expense

report)

C. Disclosure of confidential information;
D. Insubordination or willful disobedience;
E. Incompetence, inefficiency, or unsatisfactory job performance;
F. Discriminatory, discourteous or unbecoming behavior;
G. Theft, misuse, or unauthorized use or possession of City property;
H. Dishonesty;
I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
L. Excessive absence or tardiness;
M. Absence without approved leave;
N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

34.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.
B. The Preliminary Notice shall include:
   a. A statement of the nature of the disciplinary action;
   b. The effective date of the disciplinary action;
   c. A statement of the reasons for the disciplinary action citing the item(s) under Article Twenty-Nine, or the Personnel Rules which have been violated;
   d. Any supporting material;
   e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
   f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

34.6 SKELLY MEETING:

A. An employee who is subject to disciplinary action shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.

D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

34.7 APPLICATION OF APPEAL PROCEDURE:

A. Permanent Status: This article shall only apply to employees with permanent status with the City.

B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.

C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment

D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.

E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.

F. Upon the request of an employee with the discretion of the Department Head, Chief of Police, or Fire Chief,, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code 3300-3311 and applicable City Ordinances and Departmental Policies.

34.8 APPEAL OF DISCIPLINARY ACTION:

A. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.

B. Appeals of disciplinary actions to arbitration shall be pursuant to Article thirty five (Grievance Procedure) of this Memorandum of Understanding.

a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.

b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

C. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal, or any other forum on any legal theory or basis shall be possible.

ARTICLE 35 - GRIEVANCE AND ARBITRATION PROCEDURE

35.1 PURPOSE - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

35.1.1 To resolve grievances informally at the lowest possible level.

35.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

35.2 DEFINITIONS -

35.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

35.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

35.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

35.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.

35.2.5 As used herein, workday shall represent any day that City Hall is open for business.

35.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

35.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

35.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

35.6 APPLICATION - Grievances shall be brought through this Article.

35.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. Within five (5) workdays, the immediate supervisor shall give a decision or response.

35.8 FORMAL GRIEVANCE – STEP 1 -

35.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

35.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or

35.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

35.8.1.3 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

35.8.1.4 Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

35.9 FORMAL GRIEVANCE – STEP 2 - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision

within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

35.9.1 Within ten (10) workdays after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

35.10 FORMAL GRIEVANCE – STEP 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

35.10.1 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

35.11 ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

35.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

35.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

35.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

35.15 DECISION - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit their decision to the application and interpretation of the provisions of this Agreement.

35.16 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the

parties The parties shall bear their own witness fees; however, OPOA shall not be charged any ,witness fees for City employees

35.17 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 36 - CODE OF ETHICS

36.1 OPOA-Non-Sworn members shall abide by the Code of Ethics attached hereto as Exhibit "B".

ARTICLE 37 - PEACEFUL PERFORMANCE

37.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA, recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (thereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 38 - SAVINGS CLAUSE

38.1 Should any portion of this Memorandum or any provisions herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 39 - ZIPPER CLAUSE

39.1 This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 40 - TERM AND OPENING CLAUSE

40.1 This Memorandum of Understanding shall be effective July 1, 2013 and shall remain in effect through June 30, 2016, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

The MOU is subject to being reopened if the PERS Employer's Cost rise above 19%. If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first $10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.

ARTICLE 41 - TOTAL COMPENSATION SURVEY

41.1 If by January 1, 2016, the City's general fund revenue has increased by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will begin discussions to create a corrective plan to correct the discrepancy. General fund revenue will be defined as Core Revenues, which included property tax, sales and use tax, transient occupancy tax, utility user tax, franchise tax, and motor vehicle in lieu.

This memorandum recommended to the City Council of the City of Oroville on February 4, 2013.

OROVILLE POLICE OFFICER'S ASSOCIATION

David Bryning, OPOA President

Dennis Wallach, Mastagni Law

CITY OF OROVILLE

Randy Murphy, City Administrator

Approved as to form:

Scott E. Huber, City Attorney

Executed by:

Thil Wilcox, Vice Mayor

This memorandum recommended to the City Council of the City of Oroville on February 4, 2013.

OROVILLE POLICE OFFICER'S ASSOCIATION

David Bryning, OPOA President

Dennis Wallach, Mastagni Law

CITY OF OROVILLE

Randy Murphy, City Administrator

Approved as to form:

Scott E. Huber, City Attorney

Executed by:

Linda L. Dahlmeier, Mayor

CITY OF OROVILLE

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)

SALARY SCHEDULE EFFECTIVE 07/01/14

EXHIBIT "A"

SWORN								
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Sergeant	$65,590.44	$68,869.96	$72,313.46	$75,929.13	$79,725.59	$83,711.87	$87,897.46	Annual
	$5,465.87	$5,739.16	$6,026.12	$6,327.43	$6,643.80	$6,975.99	$7,324.79	Monthly
258	$31.53	$33.11	$34.77	$36.50	$38.33	$40.25	$42.26	Hourly
Rotational Detective	$57,672.01	$60,555.61	$63,583.39	$66,762.56	$70,100.69	$73,605.72	$77,286.01	Annual
	$4,806.00	$5,046.30	$5,298.62	$5,563.55	$5,841.72	$6,133.81	$6,440.50	Monthly
256	$27.73	$29.11	$30.57	$32.10	$33.70	$35.39	$37.16	Hourly
Police Officer	$52,429.10	$55,050.56	$57,803.08	$60,693.24	$63,727.90	$66,914.29	$70,260.01	Annual
	$4,369.09	$4,587.55	$4,816.92	$5,057.77	$5,310.66	$5,576.19	$5,855.00	Monthly
252	$25.21	$26.47	$27.79	$29.18	$30.64	$32.17	$33.78	Hourly
NON-SWORN								
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Dispatch Supervisor	$45,872.82	$48,166.46	$50,574.78	$53,103.52	$55,758.70	$58,546.63	$61,473.97	Annual
	$3,822.74	$4,013.87	$4,214.57	$4,425.29	$4,646.56	$4,878.89	$5,122.83	Monthly
446	$22.05	$23.16	$24.31	$25.53	$26.81	$28.15	$29.55	Hourly
Crime Analyst / IT Officer	$38,016.22	$39,917.03	$41,912.88	$44,008.53	$46,208.95	$48,519.40	$50,945.37	Annual
	$3,168.02	$3,326.42	$3,492.74	$3,667.38	$3,850.75	$4,043.28	$4,245.45	Monthly
445	$18.28	$19.19	$20.15	$21.16	$22.22	$23.33	$24.49	Hourly
Police Admin. Assistant	$38,272.47	$40,186.09	$42,195.40	$44,305.17	$46,520.43	$48,846.45	$51,288.77	Annual
	$3,189.37	$3,348.84	$3,516.28	$3,692.10	$3,876.70	$4,070.54	$4,274.06	Monthly
447	$18.40	$19.32	$20.29	$21.30	$22.37	$23.48	$24.66	Hourly
Police Dispatcher	$38,331.81	$40,248.40	$42,260.82	$44,373.86	$46,592.55	$48,922.18	$51,368.29	Annual
	$3,194.32	$3,354.03	$3,521.74	$3,697.82	$3,882.71	$4,076.85	$4,280.69	Monthly
441	$18.43	$19.35	$20.32	$21.33	$22.40	$23.52	$24.70	Hourly
Community Service Officer	$34,077.70	$35,781.59	$37,570.66	$39,449.20	$41,421.66	$43,492.74	$45,667.38	Annual
	$2,839.81	$2,981.80	$3,130.89	$3,287.43	$3,451.80	$3,624.40	$3,805.61	Monthly
442	$16.38	$17.20	$18.06	$18.97	$19.91	$20.91	$21.96	Hourly
Police Records Techician	$32,071.82	$33,675.41	$35,359.18	$37,127.14	$38,983.50	$40,932.67	$42,979.31	Annual
	$2,672.65	$2,806.28	$2,946.60	$3,093.93	$3,248.62	$3,411.06	$3,581.61	Monthly
	$15.42	$16.19	$17.00	$17.85	$18.74	$19.68	$20.66	Hourly

CITY OF OROVILLE

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)

SALARY SCHEDULE EFFECTIVE 07/01/15

EXHIBIT "A"

SWORN									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Sergeant	**$66,902.25**	**$70,247.36**	**$73,759.73**	**$77,447.72**	**$81,320.10**	**$85,386.11**	**$89,655.41**	**$94,138.18**	**Annual**
	$5,575.19	$5,853.95	$6,146.64	$6,453.98	$6,776.68	$7,115.51	$7,471.28	$7,844.85	Monthly
258	$32.16	$33.77	$35.46	$37.23	$39.10	$41.05	$43.10	$45.26	Hourly
Rotational Detective	**$58,825.45**	**$61,766.72**	**$64,855.06**	**$68,097.81**	**$71,502.70**	**$75,077.84**	**$78,831.73**	**$82,773.32**	**Annual**
	$4,902.12	$5,147.23	$5,404.59	$5,674.82	$5,958.56	$6,256.49	$6,569.31	$6,897.78	Monthly
256	$28.28	$29.70	$31.18	$32.74	$34.38	$36.10	$37.90	$39.79	Hourly
Police Officer	**$53,477.69**	**$56,151.57**	**$58,959.15**	**$61,907.11**	**$65,002.47**	**$68,252.59**	**$71,665.22**	**$75,248.48**	**Annual**
	$4,456.47	$4,679.30	$4,913.26	$5,158.93	$5,416.87	$5,687.72	$5,972.10	$6,270.71	Monthly
252	$25.71	$27.00	$28.35	$29.76	$31.25	$32.81	$34.45	$36.18	Hourly

NON-SWORN								
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	
Police Dispatch Supervisor	**$46,560.92**	**$48,888.97**	**$51,333.41**	**$53,900.09**	**$56,595.09**	**$59,424.84**	**$62,396.09**	**Annual**
	$3,880.08	$4,074.08	$4,277.78	$4,491.67	$4,716.26	$4,952.07	$5,199.67	Monthly
446	$22.39	$23.50	$24.68	$25.91	$27.21	$28.57	$30.00	Hourly
Crime Analyst / IT Officer	**$38,586.46**	**$40,515.78**	**$42,541.57**	**$44,668.65**	**$46,902.08**	**$49,247.19**	**$51,709.55**	**Annual**
	$3,215.54	$3,376.32	$3,545.13	$3,722.39	$3,908.51	$4,103.93	$4,309.13	Monthly
445	$18.55	$19.48	$20.45	$21.48	$22.55	$23.68	$24.86	Hourly
Police Admin. Assistant	**$38,846.56**	**$40,788.89**	**$42,828.33**	**$44,969.75**	**$47,218.24**	**$49,579.15**	**$52,058.11**	**Annual**
	$3,237.21	$3,399.07	$3,569.03	$3,747.48	$3,934.85	$4,131.60	$4,338.18	Monthly
447	$18.68	$19.61	$20.59	$21.62	$22.70	$23.84	$25.03	Hourly
Police Dispatcher	**$38,906.79**	**$40,852.13**	**$42,894.74**	**$45,039.47**	**$47,291.45**	**$49,656.02**	**$52,138.82**	**Annual**
	$3,242.23	$3,404.34	$3,574.56	$3,753.29	$3,940.95	$4,138.00	$4,344.90	Monthly
441	$18.71	$19.64	$20.62	$21.65	$22.74	$23.87	$25.07	Hourly
Community Service Officer	**$34,588.87**	**$36,318.31**	**$38,134.23**	**$40,040.94**	**$42,042.99**	**$44,145.14**	**$46,352.39**	**Annual**
	$2,882.41	$3,026.53	$3,177.85	$3,336.75	$3,503.58	$3,678.76	$3,862.70	Monthly
442	$16.63	$17.46	$18.33	$19.25	$20.21	$21.22	$22.28	Hourly
Police Records Techician	**$32,552.90**	**$34,180.55**	**$35,889.57**	**$37,684.05**	**$39,568.25**	**$41,546.67**	**$43,624.00**	**Annual**
	$2,712.74	$2,848.38	$2,990.80	$3,140.34	$3,297.35	$3,462.22	$3,635.33	Monthly
	$15.65	$16.43	$17.25	$18.12	$19.02	$19.97	$20.97	Hourly

CITY OF OROVILLE

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)

SALARY SCHEDULE EFFECTIVE 06/30/16

EXHIBIT "A"

SWORN									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Sergeant	**$68,240.29**	**$71,652.30**	**$75,234.92**	**$78,996.67**	**$82,946.50**	**$87,093.82**	**$91,448.52**	**$96,020.94**	**Annual**
	$5,686.69	$5,971.03	$6,269.58	$6,583.06	$6,912.21	$7,257.82	$7,620.71	$8,001.75	Monthly
258	$32.81	$34.45	$36.17	$37.98	$39.88	$41.87	$43.97	$46.16	Hourly
Rotational Detective	**$60,001.96**	**$63,002.06**	**$66,152.16**	**$69,459.77**	**$72,932.76**	**$76,579.40**	**$80,408.37**	**$84,428.78**	**Annual**
	$5,000.16	$5,250.17	$5,512.68	$5,788.31	$6,077.73	$6,381.62	$6,700.70	$7,035.73	Monthly
256	$28.85	$30.29	$31.80	$33.39	$35.06	$36.82	$38.66	$40.59	Hourly
Police Officer	**$54,547.24**	**$57,274.60**	**$60,138.33**	**$63,145.25**	**$66,302.51**	**$69,617.64**	**$73,098.52**	**$76,753.44**	**Annual**
	$4,545.60	$4,772.88	$5,011.53	$5,262.10	$5,525.21	$5,801.47	$6,091.54	$6,396.12	Monthly
252	$26.22	$27.54	$28.91	$30.36	$31.88	$33.47	$35.14	$36.90	Hourly

NON-SWORN								
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	
Police Dispatch Supervisor	**$47,375.73**	**$49,744.52**	**$52,231.74**	**$54,843.33**	**$57,585.50**	**$60,464.77**	**$63,488.01**	**Annual**
	$3,947.98	$4,145.38	$4,352.65	$4,570.28	$4,798.79	$5,038.73	$5,290.67	Monthly
446	$22.78	$23.92	$25.11	$26.37	$27.69	$29.07	$30.52	Hourly
Crime Analyst / IT Officer	**$39,261.72**	**$41,224.81**	**$43,286.05**	**$45,450.35**	**$47,722.87**	**$50,109.01**	**$52,614.46**	**Annual**
	$3,271.81	$3,435.40	$3,607.17	$3,787.53	$3,976.91	$4,175.75	$4,384.54	Monthly
445	$18.88	$19.82	$20.81	$21.85	$22.94	$24.09	$25.30	Hourly
Police Admin. Assistant	**$39,526.37**	**$41,502.69**	**$43,577.82**	**$45,756.71**	**$48,044.55**	**$50,446.78**	**$52,969.12**	**Annual**
	$3,293.86	$3,458.56	$3,631.49	$3,813.06	$4,003.71	$4,203.90	$4,414.09	Monthly
447	$19.00	$19.95	$20.95	$22.00	$23.10	$24.25	$25.47	Hourly
Police Dispatcher	**$39,587.66**	**$41,567.04**	**$43,645.40**	**$45,827.66**	**$48,119.05**	**$50,525.00**	**$53,051.25**	**Annual**
	$3,298.97	$3,463.92	$3,637.12	$3,818.97	$4,009.92	$4,210.42	$4,420.94	Monthly
441	$19.03	$19.98	$20.98	$22.03	$23.13	$24.29	$25.51	Hourly
Community Service Officer	**$35,194.17**	**$36,953.88**	**$38,801.57**	**$40,741.65**	**$42,778.73**	**$44,917.67**	**$47,163.55**	**Annual**
	$2,932.85	$3,079.49	$3,233.46	$3,395.14	$3,564.89	$3,743.14	$3,930.30	Monthly
442	$16.92	$17.77	$18.65	$19.59	$20.57	$21.60	$22.67	Hourly
Police Records Techician	**$33,122.57**	**$34,778.70**	**$36,517.63**	**$38,343.52**	**$40,260.69**	**$42,273.73**	**$44,387.41**	**Annual**
	$2,760.21	$2,898.22	$3,043.14	$3,195.29	$3,355.06	$3,522.81	$3,698.95	Monthly
	$15.92	$16.72	$17.56	$18.43	$19.36	$20.32	$21.34	Hourly

EXHIBIT - B

Commission Procedure C-3
Law Enforcement Code of Ethics

Purpose

3-1. Code of Ethics: To insure that all peace officers are fully aware of their individual responsibilities to maintain their own integrity and that of their agency, every peace officer, during basic training, or at the time of appointment, shall be administered the Law Enforcement Code of Ethics, as prescribed in Section 1013 of the Regulations.

Code of Ethics

3-2. AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I WILL keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God[1] to my chosen profession...law enforcement.

[1] Reference to religious affirmation may be omitted where objected to by the officer.