

City of Pinole

MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the
Pinole Police Employees Association

July 1, 2007 to June 30, 2010

**PINOLE POLICE EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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ARTICLE 1. RECITALS

The City of Pinole ("City") and the Pinole Police Employees Association ("Association") have met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code and, through their authorized representatives, accept and agree to the terms and conditions of employment set forth in this Memorandum of Understanding ("MOU") for the following classifications of employees:

- Sergeant
- Police Officer
- Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

1. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
4. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under the Peace Officers Bill of Rights, Government Code Section 3309, for lockers or other assigned storage space;
5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

6. The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards;
9. The right to schedule and assign work, make reassignments and assign overtime work;
10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to the restrictions set forth in the Meyers Miliias Brown Act, Government Code Section 3508;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and
13. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives/Stewards Defined

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for assisting other Association members in the resolution of disputes concerning wages, hours and working conditions.

3.02 Time Off for "Meet and Confer"

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Chief of Police, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

3.03 Notice to Supervisors

Association stewards engaged in such activities shall first advise their supervisors and get approval before leaving their assigned work areas on such business.

3.04 Release Time for General Membership Meetings

The City will allow the Association time to hold its General Membership meetings at least six times in a calendar year. Association elected officers may attend all meetings. However, a minimum of one (1) on duty Dispatcher will be required to remain in Dispatch and a minimum of two (2) sworn officers will be required to remain in the field during such meetings. For each on duty employee attending such meetings, a maximum of two (2) hours of City time shall be allowed.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Police Chief or his/her designee within seven (7) calendar days of such meeting to be held.

3.05 Emergency General Membership Meetings

The City and the Association recognize that emergency general membership meetings may be needed on occasion. In the event of an emergency meeting, the Association will give the Police Chief or his/her designee at least two (2) days notice in writing and the emergency meeting will not be counted toward the six (6) meeting maximum for the calendar year.

An emergency meeting is defined as a "serious situation or occurrence that happens unexpectedly and demands immediate action by the Association. This would include, but not be limited to meetings needed for general membership approval of expenditures when such expenditures are unforeseen, meetings needed for a ratification vote such as for a Memorandum of Understanding, or other general membership votes needed for an unforeseen event that requires immediate attention.

All other rules as outlined in Article 3 shall be in effect during emergency meetings. The Association will only hold a minimum number of emergency meetings.

3.06 Association Activities

All notices, messages, announcements and other documents relating to activities of the Association shall be posted only on the bulletin board designated for such purpose and shall not be posted on other bulletin boards, walls, blackboards, etc., within the Police Department offices.

Nothing in this Section shall limit the rights of the Association as provided in Section 3500, et. Seq., of the California Government Code.

3.07 Elected Board Time Off

The City will maintain a Release Time Bank for use by Association Board members to conduct and/or attend essential Union activities, including but not limited to conventions, professional association meetings, training classes and symposia, and excluding political activity. The Association President or his/her designee shall have sole discretion as to the use of the time bank.

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank. Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

Requests to use accrued time from the PPEA Release Time Bank shall be made to the affected Division Commander as soon as possible, but no later than twenty-four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The PPEA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case-by-case basis. The Chief shall have the final determination on authorizing any absences, based on operational needs.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

The City and the Association have agreed that the following salary adjustments will be made during the term of this MOU agreement:

- **FY 2007-08**
Effective June 25, 2007
 - Sergeant 2.0%
 - Officer 2.0%
 - Dispatcher 2.0%
 - Community Safety Specialist 2.0%
Effective the first day of the pay period in which January 1, 2008 falls
 - Sergeant 2.0%
 - Officer 1.0%
 - Dispatcher 4.0%
 - Community Safety Specialist 0%

- **FY 2008-09**
Effective the first day of the pay period in which July 1, 2008 falls
 - Sergeant 3.0%
 - Officer 3.0%
 - Dispatcher 3.0%
 - Community Safety Specialist 3.0%
Effective the first day of the pay period in which January 1, 2009 falls
 - Sergeant 1.0%
 - Officer 1.0%
 - Dispatcher 3.0%
 - Community Safety Specialist 0%

- **FY 2009-10**
Effective the first day of the pay period in which July 1, 2009 falls
 - Sergeant 3.0%
 - Officer 3.0%
 - Dispatcher 3.0%
 - Community Safety Specialist 3.0%
Effective the first day of the pay period in which January 1, 2010 falls
 - Sergeant 1.0%
 - Officer 1.0%
 - Dispatcher 3.0%
 - Community Safety Specialist 0%

4.02 Longevity Pay

Employees will receive an additional 3% increase of their regular straight time rate of pay when they have reached 15 years of service.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective Pay

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay.

5.02 Special Assignment Pay-Canine Officer

Officers and/or Sergeants assigned to the position of Canine Officer shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay.

5.03 Special Assignment Pay-Motorcycle Traffic Patrol

Officers and/or Sergeants assigned to the position of Motorcycle Traffic Patrol shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay while performing the duties of traffic patrol and actually on the motorcycle. If the officer is reassigned for more than 80 hours to some other assignments such as patrol and is taken off the motorcycle, then he/she will not be entitled to the Special Assignment Pay for that duration.

5.04 Special Assignment Pay-Administrative Sergeant

Sergeants assigned to the position of "Administrative Sergeant" shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay while performing the duties of Administrative Sergeant.

5.05 Special Assignment Pay – School Resource Officer

Officers assigned to the position of School Resource Officer shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay.

5.06 Special Assignment Pay – Crime Prevention

One Officer and one Sergeant assigned to Crime Prevention shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. During the term of this MOU the City will contribute a maximum of the Kaiser Family Plan premium under the CalPERS program for full-time regular employees.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

6.02 Retiree Medical Benefits

Retirees are eligible to participate in the City's CalPERS medical plan and receive a premium contribution equal to the amount the City pays for active members.

6.03 Medical Redirect

During the term of this MOU eligible full-time and part-time employees shall be allowed to redirect one-half (1/2) of their normal medical premium to compensation. An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting "employee only" coverage and those selecting "employee plus one dependent" coverage, the City's contribution shall not exceed the lesser of the "employee only" or "employee plus one dependent" monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,000 annual maximum benefit amount per person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours

regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

7.02 Orthodontic Plan

During the term of this MOU the City agrees to provide orthodontic coverage for the employee plus two or more dependents with the City paying up to the family premium for full-time regular employees. For employees selecting "employee only" coverage and those selecting "employee plus one dependent" coverage, the City's contribution shall not exceed the lesser of the "employee only" or "employee plus one dependent" monthly rates respectively or the maximum contribution. Selection of the carrier is at the discretion of the City. The selected plan shall have a 50/50 co-payment and a \$1,500 lifetime maximum benefit for each person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

During the term of this MOU the City agrees to provide term life insurance and accidental death or dismemberment at \$40,000 each. Selection of the carrier is at the discretion of the City. Additional coverage may be purchased at the employee's expense.

8.02 Vision Care

During the term of this MOU the City agrees to pay for a vision care program covering the employee and his/her eligible dependents. Selection of the carrier shall be at the discretion of the City.

8.03 Long Term Disability

During the term of this MOU the City agrees to pay the premium for the PORAC long-term disability plan.

ARTICLE 9. RETIREMENT SYSTEM

9.01 Public Safety Plan Defined.

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety Employees, the contract offers the following options:

- 3% at 55 Retirement Plan
- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and on going cost of the increase.
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 Employee Contribution Rate Paid by the City

The City will continue to pay the State mandated 9% Employee Contribution Rate during the term of this MOU.

9.03 CalPERS Employer Contribution Rate Sharing Formula-Sworn

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be a shared cost as outlined below:

- a. The City will establish a maximum baseline rate of 11.5% for the annual Employer's Contribution Rate.

- b. Should the annual Employer's Contribution Rate increase above 11.5%, the City and the Association will share equally (50/50) the difference.

9.04 Miscellaneous Plan Non-Sworn Defined

The City agrees to amend the contract with the California Public Employees Retirement System (CalPERS) to provide the 2.5% @ 55 benefit formula for miscellaneous employees.

For Miscellaneous Employees, the contract offers the following options:

- **Military Buy Back**
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and on going cost of the increase.
- **Single Highest Year Compensation Formula**
- **Service Credit for Unused Sick Leave**
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 Employee Contribution Rate-Non-Sworn

The City will pay seven and one-half percent (7.5%) of the State mandated eight percent (8%) Employee Contribution Rate during the term of this MOU. Employees will pay one-half of a percent (0.5%) of the Employee Contribution Rate.

9.06 CalPERS Employer Contribution Rate Sharing Formula - Non-Sworn

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion of the 2.5% at 55 CalPERS benefit formula will be a shared cost as outlined below:

- a. The City will establish a maximum baseline rate of 8.509% for the annual Employer Contribution Rate.
- b. Any Employer Contribution Rate in excess of the 8.509% cap will be equally shared between the City and the Association members as follows:
 - Shared amount calculated as: Total employer contribution, minus cap of 8.509%, multiplied by 50% (equal share of contribution).

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e. sick leave, vacation, compensatory time off) toward employees' overtime thresholds.

10.02 Overtime Rate

Compensation for overtime hours worked shall be paid at one and one-half times the employee's regular rate of pay.

10.03 Compensatory Time Off

At the employee's request, compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that the employee provides reasonable advance notice of intent to use such time off.

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed eighty (80) hours. In the event an employee's compensatory balance exceeds 80 hours, the City will pay the employee for the compensatory hours in excess of 80 hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave balance. Buybacks must be in full hour increments. Requests for buyback must be submitted on the Request for Compensatory Time Buyback form and signed by the supervisor.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

The City agrees to pay a shift differential of 5% of base salary as follows:

- Sergeants and Officers assigned to the "night team" shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers assigned to the "night team" shift from 7:00 p.m. to 7:00 a.m.

11.02 Exemptions to Shift Differential Pay

Any sworn Officer or Sergeant who is receiving specialty pay and who is assigned to a temporary patrol relief position on the "night team" shift is only entitled to receive either the specialty pay or the shift differential, whichever amount is greater. Because of the uniqueness of the canine unit, this assignment is excluded and is eligible for both canine unit pay and shift differential.

11.03 Shift Differential and Overtime

The shift differential premium rate (5% of base salary) is only paid when a Sergeant, Officer, or Dispatcher is regularly assigned to the "night team" shift of 7:00 p.m. – 7:00 a.m.

If a Sergeant, Officer, or Dispatcher is not assigned to the "night team" and is required to work this shift, they will not be eligible for the shift differential rate of 5% of base pay. The overtime rate will be calculated at time and one half of the employee's base rate of pay.

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

Personnel called out to perform unscheduled work, which results in an employee working in excess of 80 hours in the 14-day work period, shall be compensated at time and one half the employee's regular rate of pay commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an Officer or Sergeant has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the Officer or Sergeant reports to the Police Station.

12.02 Definition of Call Back Pay for Non-Sworn

Personnel called out to perform unscheduled work which results in an employee working in excess of forty (40) hours in the applicable workweek shall be compensated at time and one half the employee's regular rate of pay commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an employee has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the employee reports to the Police Station.

12.03 Call Back Pay During Meetings and/or Training

Call back pay for sworn and non-sworn employees does not apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call back pay also does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift.

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive compensation at the rate of one and one-half times the employee's basic hourly rate for the time required for the appearance, or for a minimum of four (4) hours, whichever is greater. Any reimbursement or payments received by the employees for such appearances shall be returned to the City.

Off Duty Court time begins at the time the Officer reports to the Police Station to gather evidence or to the court, whichever happens first.

13.02 Requirement for " Call In " to Police Hot Line

An Association member, who is required to attend court, must use the Police Department Hotline to determine if he/she is required to report to the court. For morning court assignments, an officer must call into the hotline by midnight the night before the court date. For afternoon court assignments, an officer must call into the hotline no later than 12 noon.

ARTICLE 14. SICK LEAVE

14.01 Definition of Sick Leave

When an employee finds it necessary to be absent for illness or injury, the employee must notify the Chief or his/her designee at least two hours prior to the beginning of their shift, that they will not be able to report for duty.

14.02 Sick Leave Accrual Rate

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

14.03 Extenuating Circumstances for Use of Sick Leave

Sick leave shall not be granted unless the provisions of 14.01 and 14.02 above are met, except that the Police Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

14.04 Becoming Sick While On Duty

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

14.05 Sick Leave Incentive

Association members who do not use any sick leave for six consecutive months within a calendar year (January – June; July – December) shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

14.06 Other Provisions

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding sick leave shall be as provided in the City's Personnel Rules.

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

Vacation leave will be accrued based on a 2,080 hours per year work schedule and on a bi-weekly payroll basis in which a represented employee is in a pay status for at least five (5) working days.

Represented employees shall accrue vacation leave at the following rates to the following maximums for continuous service performed:

<u>Years of Service</u>	<u>Hours Accrued per Year</u>	<u>Maximum Accrual (hours)</u>
0 to 4	96	192
5 to 9	144	288
10 to 15	160	320
16+	192	384

Effective October 1, 2007 once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

An employee with two (2) years minimum service has the option to buy back up to a maximum of 80 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 hours of vacation during the twelve (12) months prior to the date of request.

15.03 Other Provisions

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding vacation leave shall be as provided in the City's Personnel Rules.

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for 14 holidays as follows: 14 holidays at 8 hours each, times 1.3, totaling 145.60 hours of holiday pay. Employees are compensated for 72.80 hours, paid at the employee's straight time hourly rate, twice a year – in June and December. Should a sworn employee resign or be terminated before the issuance of the holiday payment,

the number of holidays will be prorated based upon their last day on the City's payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.02 Floating Holiday-Sworn

Additionally, one eight- (8) hour day as a floating holiday per fiscal year and an additional three (3) hours of floating holiday time per fiscal year are provided to sworn officers. Each employee may select these floating holidays, subject to the requirement that requests for time off must be approved by the Police Chief. These floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

For floating holidays, sworn Officers may choose to accrue compensatory time off at time and a half for the eleven (11) hours of floating holiday time outlined in Section 16.02 and Section 10.03 of this MOU, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should a sworn Officer elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive fourteen (14) annual paid holidays as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admissions Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees

Dispatchers and Community Safety Specialists shall not receive compensatory time off in lieu of a paid or floating holiday.

16.06 Pay for Actual Holidays Worked-Dispatchers

Dispatchers shall receive holiday pay for the actual day worked, not the day that is officially observed by the City, for the following three (3) holidays: New Year's Day, July 4th, and Christmas Day. Dispatchers assigned to work on these City designated holidays, if different from the actual holidays, will be paid at the regular rate of pay and will not receive holiday pay.

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

During the term of this MOU the City shall provide an annual clothing allowance of \$824 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$618 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.03 One Time Uniform Start Up for New Officers and Dispatchers

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. In addition, sworn employees will receive a one-time payment of \$250 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire.

17.05 Withholding Payment of Uniform Allowance

Payment of the clothing allowance shall be withheld, or pro-rated, for employees in the following statuses:

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or
- c) Any leave, paid or unpaid, following an application for disability retirement.

The clothing allowance shall only be paid when it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

17.06 Other Provisions

The City is considering new uniform standards for all personnel. If the City develops new uniform standards, the City will meet and confer on the timing of compliance with the new standards.

The City reserves the right to explore alternative methods of providing uniforms and accessories to sworn and non-sworn employees and, following appropriate meet and confer, may modify this section.

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case, mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 18.01, that is not in a usable state due to damage or deterioration.

18.03 Amount of Safety Equipment Allowance

The City will reimburse each sworn officer up to \$255.00 per year for the purchase of the safety equipment listed in Section 18.01 above.

18.04 Payment of Safety Equipment Allowance

The safety equipment allowance shall be paid in two installments per year at the same time that the payment of the uniform allowance is paid. This allowance will be paid in June and December of each calendar year.

18.05 Body Armor

The City will purchase the initial body armor for new sworn personnel and will replace body armor damaged in the line of duty, or as required by manufacturer specifications, whichever occurs sooner.

18.06 Issuance of City Owned Safety Equipment

New employees may be issued safety protective equipment if available and in stock. If equipment is issued from that in stock, such maintenance and repair is the responsibility of the new employee.

18.07 Other Provisions

The City reserves the right to explore alternative methods of providing safety equipment and, following appropriate meet and confer may modify this section.

ARTICLE 19. OFFICER-IN-COMMAND

19.01 Designation as Officer-in-Command

Solely and completely at the discretion of the Police Chief or his/her designee, an employee may be assigned to serve as the "Officer-In-Command". The Officer-In-Command shall satisfy all the tasks and duties listed in Police Department General Orders or other official procedures for Watch Commander.

19.02 Payment for Being Designated Officer-in-Command

The Officer-in-Command shall receive a differential of 5% five (5) percent of the employee's normal hourly rate for hours worked in this assigned capacity.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

The Police Chief may designate a sworn officer as a Field Training Officer at his/her discretion.

20.02 Payment for Designation as a Field Training Officer

A five percent (5%) salary increase will be paid to an Officer while providing training to a new officer. Designation of training Officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Field Training Officer assignment shall not constitute punitive action under the City's Personnel Policies.

20.03 Designation of a Dispatcher as a Trainer

The Police Chief and/or his/her designee may designate a Dispatcher as a Trainer at his/her discretion.

20.04 Payment for Being Designated as a Dispatcher Trainer

A five percent (5)% salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Dispatcher Trainer assignment shall not constitute punitive action under the City's Personnel Policies.

ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS

21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims

The City shall pay a total of \$25 per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

21.02 Incident Defined

An incident is defined as a single event or circumstance and includes a female Dispatcher performing, witnessing or assisting with booking, urine tests, and/or searching, and any other hands-on physical contact with female prisoners, detainees or victims.

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Pay

Effective July 1, 2007 the City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- AA Degree or Intermediate POST Certificate \$100 per month
- BA Degree or Advanced POST Certificate \$200 per month

Effective July 1, 2009 the City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- AA Degree or Intermediate POST Certificate \$125 per month
- BA Degree or Advanced POST Certificate \$225 per month

23.02 Maximum Amount Provided

The maximum education incentive for which an employee is eligible is \$200/\$225 per month. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

After completing one (1) year of service with the City, an employee may participate in the Education Incentive Program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

23.04 Amount of Education Incentive Pay

Upon completion of the units described above, and with a passing grade of "C" or better, or, if taken on a pass-fail basis, a pass, the employee is eligible to receive \$50 per month incentive pay for the next 12-month period, beginning with the first full pay period immediately following receipt of credit.

23.05 Maximum Amount of Education Pay in a Given Month

An employee may not receive more than \$50 in Education Incentive Pay in any given month. An employee may, however, re-qualify for education incentive pay in subsequent years by taking three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

23.06 Other Provisions

All education or other training programs approved under this program shall be completed on an employee's own time and expense.

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

Employees will be reimbursed for costs associated with training seminars, programs and school, including POST training classes, according to the terms and procedures set forth in the City's "Travel and Training Policy."

24.02 Training Day Hours-Out of Town

Association employees assigned to a 12-hour shift, who are scheduled to attend out-of-town training for at least a minimum of 9 hours in a day (including travel time and excluding lunch break), are not required to return to work status unless the Police Chief is in need of coverage. The employee, who is required to return for the remaining three hours, will be paid at straight time. Should the employee have to work beyond the twelve hours in that workday, he/she will be paid time and one half for any hours worked over twelve hours.

Normal overtime rates shall apply should the assigned training time cause the employee to exceed the assigned workweek.

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. As a part of the process, the City will require he/she to undergo a mini background investigation as well as medical/physical and psychological examinations in order to qualify for the promotion.

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

The probationary period shall be as provided in the City of Pinole Personnel Rules.

26.02 Probationary Period Non-Sworn

The probationary period for Dispatcher shall be twelve (12) consecutive months of actual service.

ARTICLE 27. DRUG FREE WORK PLACE

27.01 Drug Free Work Place Policy

The City and Association agree that they are committed to providing and maintaining a drug free work place, except to the extent required in performing police job duties. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. It is also understood that the City has the right to test employees for drug and alcohol use based on reasonable suspicion.

The City will be revising its Drug Free Work Place Policy in the near future and it will be discussed with the Association under the "Meet and Confer" requirements.

ARTICLE 28. GRIEVANCE PROCEDURE

28.01 Grievance Defined

A grievance is an unresolved complaint or dispute regarding the (mis)application or (mis)interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions. Disciplinary matters are not grievable.

28.02 Reflection for Use of Procedure

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Command Staff, or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

28.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

28.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, an attorney or may represent him or herself in preparing and presenting his/her grievance at any level of review.

- b. The employee and his/her representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

28.05 Grievance Procedure

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to the Chief and the Personnel Manager within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Chief shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10)

calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

28.06 Employee Appeals Board.

If the aggrieved employee elects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Association; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

28.07 Employee Appeals Board Recommendation to City Manager

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report. The decision of the City Manager is final and binding.

ARTICLE 29. SCOPE AND SEVERABILITY

29.01 Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the City and the Association, and constitutes the sole and entire agreement between them.

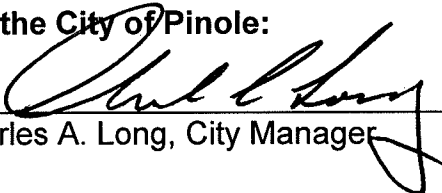
The City and the Association acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or ordinance from collective bargaining, and that the parties' understandings and agreements are set forth in this MOU. Neither party shall, therefore, demand any change in this MOU to be effective during the term of this MOU nor neither party shall be required to meet and confer on any matter that is covered in this MOU.

29.02 If any section, subsection, sentence, clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction or superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the portion held illegal, invalid or unconstitutional is rewritten to conform as closely as possible to the original intent.

ARTICLE 30. TERM OF THE MOU

This agreement shall be in full force and effect from July 1, 2007 through June 30, 2010.

For the City of Pinole:



Charles A. Long, City Manager

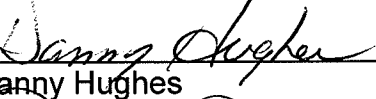
11/5/07
Date

For the Pinole Police Employees Association:




Matt Avery, President

9/20/2007
Date



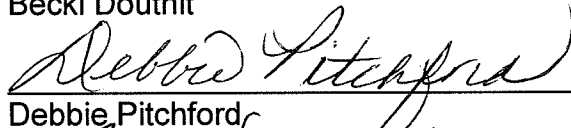
Danny Hughes

9-24-07
Date



Becki Douthit

9-20-07
Date



Debbie Pitchford

10-6-07
Date



Mark O'Connell, Business Agent

9-20-07
Date

Exhibit A
Pinole Police Employee's Association Salary Schedule
June 25, 2007 - June 30, 2010

	A		B		C		D		E	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
December 25, 2006										
Community Safety Specialist	3747	21.6196	3935	22.7006	4132	23.8357	4338	25.0275	4555	26.2789
Dispatcher	3863	22.2840	4056	23.3983	4258	24.5682	4471	25.7966	4695	27.0865
Police Officer	5243	30.2484	5505	31.7609	5780	33.3490	6070	35.0164	6373	36.7673
Police Sergeant	6081	35.0850	6385	36.8393	6705	38.6813	7040	40.6154	7392	42.6462
June 25, 2007										
Community Safety Specialist	3822	22.0520	4013	23.1546	4214	24.3124	4425	25.5280	4646	26.8045
Dispatcher	3940	22.7297	4137	23.8662	4344	25.0596	4561	26.3126	4789	27.6282
Police Officer	5348	30.8534	5615	32.3961	5896	34.0159	6191	35.7168	6500	37.5026
Police Sergeant	6203	35.7867	6513	37.5761	6839	39.4549	7181	41.4277	7540	43.4991
January 1, 2008										
Community Safety Specialist	3822	22.0520	4013	23.1546	4214	24.3124	4425	25.5280	4646	26.8045
Dispatcher	4097	23.6389	4302	24.8209	4517	26.0620	4743	27.3651	4980	28.7334
Police Officer	5401	31.1619	5671	32.7201	5955	34.3561	6253	36.0739	6565	37.8777
Police Sergeant	6327	36.5024	6643	38.3276	6976	40.2440	7324	42.2562	7691	44.3691
July 1, 2008										
Community Safety Specialist	3937	22.7136	4134	23.8493	4341	25.0418	4558	26.2939	4785	27.6086
Dispatcher	4220	24.3481	4431	25.5655	4653	26.8438	4886	28.1860	5130	29.5954
Police Officer	5563	32.0968	5842	33.7017	6134	35.3868	6440	37.1562	6762	39.0140
Police Sergeant	6517	37.5975	6843	39.4774	7185	41.4513	7544	43.5239	7921	45.7002
January 1, 2009										
Community Safety Specialist	3937	22.7136	4134	23.8493	4341	25.0418	4558	26.2939	4785	27.6086
Dispatcher	4347	25.0785	4564	26.3325	4793	27.6491	5032	29.0316	5284	30.4832
Police Officer	5619	32.4178	5900	34.0387	6195	35.7406	6505	37.5277	6830	39.4041
Police Sergeant	6582	37.9735	6911	39.8722	7257	41.8658	7620	43.9592	8001	46.1572

Exhibit A
Pinole Police Employee's Association Salary Schedule
June 25, 2007 - June 30, 2010

July 1, 2009												
Community Safety Specialist	4055	23.3950		4258	24.5648	4471	25.7930	4694	27.0827	4929	28.4369	
Dispatcher	4477	25.8309		4701	27.1224	4936	28.4786	5183	29.9026	5442	31.3977	
Police Officer	5788	33.3903		6077	35.0598	6381	36.8129	6700	38.6535	7035	40.5863	
Police Sergeant	6780	39.1127		7119	41.0684	7474	43.1218	7848	45.2780	8241	47.5419	
January 1, 2010												
Community Safety Specialist	4055	23.3950		4258	24.5648	4471	25.7930	4694	27.0827	4929	28.4369	
Dispatcher	4612	26.6058		4842	27.9361	5084	29.3330	5339	30.7996	5606	32.3396	
Police Officer	5846	33.7242		6138	35.4104	6445	37.1810	6767	39.0401	7105	40.9921	
Police Sergeant	6847	39.5038		7190	41.4790	7549	43.5530	7927	45.7307	8323	48.0173	