

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING made and entered into this 1<sup>st</sup> day of July, 2015.

BY AND BETWEEN

CITY OF SAN DIEGO

AND

SAN DIEGO POLICE OFFICERS  
ASSOCIATION

## TABLE OF CONTENTS

Article 1 - Parties to Agreement.....	1
Article 2 - Recognition .....	1
Article 3 - Implementation .....	1
Article 4 - Term of Agreement.....	1
Article 5 - Renegotiation.....	2
Article 6 - Scope of Representation .....	3
Article 7 - Provisions of Law .....	3
Article 8 - Holidays .....	4
Article 9 - Management's Rights.....	6
Article 10 - No Discrimination Policy .....	7
Article 11 - Exchange of Days Off Between Employees .....	7
Article 12 - Information on New Employees.....	8
Article 13 - Flexible Benefits Plan .....	8
Article 14 - Industrial Leave .....	11
Article 15 - Educational Incentive .....	11
Article 16 - Bilingual Pay .....	12
Article 17 - Badges.....	13
Article 18 - Annual Leave.....	14
Article 19 - Sick Leave and Annual Leave Reimbursement .....	16
Article 20 - Board of Directors.....	16
Article 21 - Formal Representation .....	17
Article 22 - POA Access .....	19
Article 23 - Out-of-Class Assignments.....	20
Article 24 - Grievance Procedure .....	22
Article 25 - Salaries .....	27
Article 26 - Uniforms and Safety Equipment .....	28
Article 27 - Personnel Rules and Regulations .....	33
Article 28 - Field Training Officer Pay .....	36
Article 29 - Call-Back Pay .....	37
Article 30 - Court Pay .....	37
Article 31 - Stand-By Compensation.....	38
Article 32 - Overtime .....	39
Article 33 - Work Schedules .....	41
Article 34 - Starting Salary .....	42
Article 35 - POA Representation.....	42
Article 36 - Payroll Electronic Deposit.....	43
Article 37 - Employee Representation .....	43
Article 38 - Departmental Procedures - Advance Notice .....	44
Article 39 - Tuition Refund Plan.....	44
Article 40 - Flight Pay .....	47
Article 41 - Public Safety Officers Procedural Bill of Rights (POBOR) Procedures .....	48
Article 42 - Copies of the MOU .....	54
Article 43 - Seniority.....	54
Article 44 - Retirement .....	55
Article 45 - Long Term Disability Plan.....	62

Article 46 - Reopeners.....	62
Article 47 - Probation Period.....	65
Article 48 - Wellness.....	66
Article 49 - Transportation Incentives.....	66
Article 50 - Preferred Shift Selection.....	67
Article 52 - Modification and Waiver.....	67
Article 53 - Overpayment to City Employees and Repayment of Funds.....	68
Article 54 - Conduct of Elections.....	69
Article 56 - Core Instructor Pay.....	69
Article 57 - Drug and Alcohol Testing Program.....	69
Article 58 - Catastrophic Leave Plan.....	74
Article 59 - Side Letters.....	76
Article 60 - Mileage Reimbursement.....	77
Article 61 - Special Pay for Administrative Assignments.....	77
Article 62 - Shift Differential.....	77
Article 63 - Specialty Pays.....	77
Article 64 - Public Safety Officers Procedural Bill of Rights Act.....	79
Article 65 - Employee Organizational Leave.....	88
Article 66 - Labor-Management Committee.....	88
Article 67 - Line of Duty Death.....	89
Article 68 - Effect of MOU.....	89
Article 69 - Bereavement Leave.....	89
Article 70 - Agency Shop and Dues Deduction.....	89
Article 71 - Use of City Email.....	94
Article 72 – Volunteers.....	94
Article 74 – Discretionary Leave for Fiscal Years 2014 - 2018.....	95
Appendix A - Interim Defined Contribution Plan.....	96
Appendix B – Exhibits A, B, and C to FY 2011 Salary Ordinance.....	100

## SUBJECT INDEX

Agency Shop (Article 70) .....	89
Annual Leave (Article 18).....	14
Badges (Article 17).....	13
Bereavement Leave (Article 69).....	89
Bilingual Pay (Article 16).....	12
Board of Directors (Article 20) .....	16
Call-Back Pay (Article 29).....	37
Catastrophic Leave Plan (Article 58).....	74
Conduct of Elections (Article 54).....	69
Copies of the MOU (Article 42) .....	54
Core Instructor Pay (Article 56).....	69
Cost Of Living Annuity (Article 44).....	55
Court Pay (Article 30).....	37
Departmental Procedures - Advance Notice (Article 38) .....	44
Discretionary Leave for Fiscal Years 2014 - 2018 (Article 74) .....	95
DROP (Article 5, 44).....	2, 55
Drug and Alcohol Testing Program (Article 57).....	69
Dues Deduction (Article 70).....	89
Educational Incentive (Article 15) .....	11
Effect of MOU (Article 68).....	89
Employee Organizational Leave (Article 65).....	88
Employee Representation (Article 37) .....	43
Exchange Of Days Off Between Employees (Article 11).....	7
Field Training Officer Pay (Article 28) .....	36
Fiscal Year 2011 Salary Ordinance-Exhibits A, B, and C (Appendix B).....	100
Flexible Benefits Plan (Article 13).....	8
Flight Pay (Article 40) .....	47
Formal Representation (Article 21) .....	17
Grievance Procedure (Article 24) .....	22
Holidays (Article 8).....	4
Implementation (Article 3) .....	1
Industrial Leave (Article 14) .....	11
Information on New Employees (Article 12) .....	8
Labor-Management Committee (Article 66).....	88
Line of Duty Death (Article 67).....	89
Long Term Disability Plan (Article 45).....	62
Management's Rights (Article 9).....	6
Mileage Reimbursement (Article 60) .....	77
Military Leave (Article 27) .....	33
Modification and Waiver (Article 52) .....	67
No Discrimination Policy (Article 10) .....	7
Out-Of-Class Assignments (Article 23).....	20
Overpayment to City Employees (Article 53) .....	68
Overtime (Article 32) .....	39
Parties to Agreement (Article 1) .....	1

Payroll Electronic Deposit (Article 36) .....	43
Personnel Rules and Regulations (Article 27).....	33
POA Access (Article 22).....	19
POA Representation (Article 35).....	42
Preferred Shift Selection (Article 50).....	67
Probation (Article 38, 47) .....	44, 65
Provisions of Law (Article 7) .....	3
Public Safety Officers Procedural Bill of Rights (POBOR) Procedures (Article 41)	48
Public Safety Officers Procedural Bill of Rights Act (Article 64) .....	79
Recognition (Article 2) .....	1
Repayment of Funds (Article 53) .....	68
Renegotiation (Article 5).....	2
Reopeners (Article 46) .....	62
Retirement (Article 44).....	55
Interim Defined Contribution Plan (Appendix A).....	96
Salaries (Article 25) .....	27
Scope of Representation (Article 6).....	3
Seniority (Article 43) .....	54
Shift Differential (Article 62) .....	77
Sick Leave and Annual Leave Reimbursement (Article 19).....	16
Side Letters (Article 59) .....	76
Special Pay for Administrative Assignments (Article 61) .....	77
Specialty Pays (Article 63) .....	77
Stand-By Compensation (Article 31) .....	38
Starting Salary (Article 34).....	42
Term of Agreement (Article 4) .....	1
Transportation Incentives (Article 49) .....	66
Tuition Refund Plan (Article 39).....	44
Uniforms and Safety Equipment (Article 26).....	28
Use of City Email (Article 71) .....	94
Volunteers (Article 72) .....	94
Wellness (Article 48) .....	66
Work Schedules (Article 33).....	41

**ARTICLE 1**

**PARTIES TO AGREEMENT**

This Memorandum of Understanding (MOU) is made and entered into on by and between the City of San Diego (City), and the San Diego Police Officers Association (POA).

**ARTICLE 2**

**RECOGNITION**

City formally recognizes POA as the exclusive representative for all employees in the Police Unit and Police Management Unit. This MOU applies to all classifications listed below except as the units may be amended in accordance with City's Employee-Employer Relations Policy.

<u>Police Unit:</u>	<u>Police Management Unit:</u>
Police Recruit	Police Lieutenant
Police Officer I	Police Captain
Police Officer II	
Police Officer III	
Police Detective	
Police Agent (Terminal)	
Police Sergeant	
Community Relations assistant to the Police Chief	

**ARTICLE 3**

**IMPLEMENTATION**

This MOU constitutes a mutual recommendation by the Parties to the San Diego City Council (City Council) and/or the Civil Service Commission. This MOU will be of no force or effect until ratified and approved as appropriate by City Council and/or Civil Service Commission.

**ARTICLE 4**

**TERM OF AGREEMENT**

The term of this MOU will commence at 12:01 a.m. on July 1, 2015. This MOU will

expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2020.

## ARTICLE 5

### RENEGOTIATION

- A. In the event POA desires to meet and confer in good faith on the provisions of a successor MOU, it will serve upon the City its written request to commence meeting and conferring in good faith, as well as its written non-economic proposals for successor MOU by October 2, 2019. POA will submit its economic proposals no later than January 8, 2020. Upon receipt of the written notice and proposals, meet and confer over non-economic proposals will begin no later than November 6, 2019, and meet and confer over economic proposals will begin no later than January 22, 2020.
- B. The City agrees to notify POA by October 16, 2019 of its non-economic proposals and will submit its economic proposals no later than January 22, 2020. If federal or state governments take action that has a direct effect upon the areas which fall within the scope of representation, the City may submit proposals concerning these areas at later dates. Any terms and conditions of this MOU, not subject to this reopener provision shall remain in force and effect. The impasse hearing will take place in advance of the first reading of the salary ordinance for Fiscal Year 2020.
- C. The City will request the City Council to schedule an impasse hearing if necessary after 5:00 p.m. on a regular work day in order to permit POA Bargaining Unit members the opportunity to attend and testify.
- D. Unless otherwise agreed to, the parties agree that POA's final economic and non-economic offers are due by February 19, 2020 and the City's final economic and non-economic offers are due March 5, 2020. POA agrees to provide the City a written statement of its positions regarding any issues should there be impasse.
- E. City contends that the Deferred Retirement Option Plan (DROP) is an employment benefit subject to modification through the meet and confer process. Despite POA's disagreement with this contention, the Parties agree that, during the term of this MOU, they will meet and confer over proposals to modify DROP to make DROP "cost free" to City. The Parties acknowledge that City's proposals will modify DROP to make DROP "cost free" as defined by City and may include any and all aspects of DROP, including but not limited to, all of the DROP alternative plan design proposals set forth in a study by Buck Consultants presented by City to POA on March 14, 2012, or any variations of the alternative proposals which changes numbers or percentages reflected in the Buck study. However, by agreeing to meet and confer regarding proposals to modify DROP, POA is not waiving its right to

challenge any proposed modification to DROP on the basis that it may impair a constitutionally protected, individually vested pension benefit, or on any other ground. POA further reserves its right to argue, despite any contrary assertion by City, that the current unmodified DROP is, in fact, "cost free" within the meaning of reasonable actuarial principles and appropriate margins of error. Moreover, in agreeing to meet and confer regarding proposals to modify DROP, neither Party is waiving its rights to make any legal arguments or pursue any legal action related to any proposed DROP modification.

In the event City and POA reach agreement on any modifications to DROP, these modifications will become effective on the date agreed upon. In the event the Parties fail to reach an agreement, any impasse hearing related to DROP will be conducted in accordance with Council Policy 300-06 on a date to be agreed upon by the Parties but in no event before January 1, 2013. However, any impasse hearing related to the Parties' meet and confer over DROP, including the aspects of DROP described above, will be separate from and not combined with any issues remaining for impasse in connection with the Parties' meet and confer process for a new MOU for Fiscal Year 2014.

## **ARTICLE 6**

### **SCOPE OF REPRESENTATION**

The scope of representation of POA includes all matters relating to employment conditions and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment as provided for and defined by the Meyers-Milias-Brown Act (MMBA), at California Government Code section 3500, *et seq.*

## **ARTICLE 7**

### **PROVISIONS OF LAW**

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held by a court of competent jurisdiction to be illegal, the decision will not affect the remaining portion of the MOU.



## ARTICLE 8

### HOLIDAYS

#### A. City Holidays.

1. The City recognizes the following holidays, which are referred to in this Article as fixed or actual holidays:
  - a. January 1;
  - b. Third Monday in January, known as "Dr. Martin Luther King Jr.'s Birthday;"
  - c. Third Monday in February, known as "Presidents' Day;"
  - d. March 31, known as "Cesar Chavez Day;"
  - e. Last Monday in May, known as "Memorial Day;"
  - f. July 4;
  - g. First Monday in September known as "Labor Day;"
  - h. November 11, known as "Veteran's Day;"
  - i. Fourth Thursday in November, known as "Thanksgiving Day;"
  - j. December 25; and
  - k. Every day appointed by City Council for a public fast, thanksgiving or holiday.
2. If January 1, March 31, July 4, November 11, or December 25 falls on a Sunday, the following Monday is the City-observed holiday. And if any of these dates falls on a Saturday, the preceding Friday is the City-observed holiday.

#### B. Payment for Holiday Worked.

1. **Holiday Worked Premium Pay:** An employee, who is regularly scheduled to work on an actual holiday or a City-observed holiday and performs work, will receive overtime compensation, of time and one half, for all hours worked on the actual holiday or the City-observed holiday, but not both. The employee will also receive straight time pay equal to the amount of hours of one work day as holiday compensation. An employee may not collect Holiday Worked Premium Pay for both the actual holiday and the City-observed holiday.

2. **Holiday Worked Day Off Pay:** An employee, who is not regularly scheduled to work an actual holiday or City-observed holiday, but works either day, will receive time and one half pay for all hours worked on the actual or City-observed holiday in excess of the employee's 40 hour work week.

**C. Payment for Actual or City-Observed Holiday Not Worked.**

1. **Holiday Scheduled Pay:** An employee, who is regularly scheduled to work on an actual holiday or City-observed holiday, but elects to take the day off with supervisor approval or is directed to take the day off, will receive straight time pay equal to the amount of hours of one regular work day. An employee may not collect Holiday Scheduled Pay for both the actual holiday and the City-observed holiday. An employee, who is not scheduled to work on an actual holiday or a City-observed holiday and does not work, is not entitled to Holiday Scheduled Pay.
2. **Holiday Credit On Day Off:** Notwithstanding paragraph C.1 above, effective June 30, 2020, when an actual holiday or City-observed holiday falls on an employee's regularly scheduled day off, the employee will receive pay for eight hours at his or her straight time rate of pay or an equal amount of compensatory time off. An employee may not collect Holiday Credit On Day Off for both the actual holiday and the City-observed holiday.

**D. Special Rules for City-Observed Holidays.**

The following rules apply when the actual holiday and the City-observed holiday are different days:

- a. Officers, who have the City-observed holiday off and are regularly scheduled to work on the actual holiday, will treat the actual holiday as the holiday for purposes of collecting "Holiday Worked Premium Pay." In the alternative, officers may take the day off as a "Holiday Scheduled" and receive straight time pay, if approved by a supervisor.
- b. Officers, who work on the City-observed holiday, as a regularly scheduled day, and volunteer to work on the actual holiday, which is not a regularly scheduled day, will receive straight time pay on the actual holiday and Holiday Worked Premium Pay on the City-observed holiday.

**E. Floating Holiday.**

In each fiscal year covered by the term of this MOU, each eligible employee available for a duty assignment on July 1 (as defined in

Personnel Manual Index Code H-2) will accrue credit for ten (10) hours of holiday time. Each employee accruing such time will schedule his or her floating holiday to comply with the following conditions:

1. Employee must schedule the floating holiday prior to June 1;
2. The floating holiday must be a one-time absence and it must be used before the last day of the last full pay period in June; and
3. The floating holiday must be taken at a time convenient to the employee's appointing authority.

## ARTICLE 9

### MANAGEMENT'S RIGHTS

A. The rights of City include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, and boards;
2. Set standards of service;
3. Determine procedures and standards of selection for employment and promotion;
4. Direct its employees;
5. Take disciplinary action for just cause;
6. Relieve its employees from duty because of lack of work or for other legitimate reasons;
7. Maintain the efficiency of government operations;
8. Determine the methods, means, technology and personnel by which government operations are to be conducted;
9. Determine the content of job classifications;
10. Take all necessary actions to carry out its mission in emergencies; and
11. Exercise complete control and discretion over its organization and technology of performing its work.

B. The exercise of these rights does not preclude employees or their representatives from meeting and conferring or meeting and consulting as required by law with City representatives about the practical consequences that decisions on these

matters may have on wages, hours, and other terms and conditions of employment.

## **ARTICLE 10**

### **NO DISCRIMINATION POLICY**

It is agreed that neither City nor POA will discriminate against any employee based on any of the protected classes or categories listed in City's Equal Employment Opportunity (EEO) Policy – Annual Statement or POA membership or activity. It is further agreed that no employee will be discriminated against because of exercising his or her rights specified in the Employee-Employer Relations Policy. POA and City agree that they support the current policies of City as to affirmative action and Equal Employment Opportunity, and City further agrees to meet and confer as required by state law on any changes in these policies.

## **ARTICLE 11**

### **EXCHANGE OF DAYS OFF BETWEEN EMPLOYEES**

It is the policy of the San Diego Police Department (Department) to allow employees of the same rank to exchange days off under the following conditions:

- A. Both parties to the exchange must be willing to take the exchange and must have the approval of the immediate supervisors concerned.
- B. Generally speaking, exchanges of days off will be kept within the division, section, watch, and detail unless, on an individual basis, the commands of the parties to the exchange otherwise agree.
- C. When practical, requests for an exchange of days off should be made in writing at least five (5) working days prior to the first day of exchange.
- D. An officer must report for the exchanged days off and with the exception of illness, an officer who otherwise fails to report will be carried absent without leave.
- E. To avoid administrative problems, an exchange of days off must be made within the same payroll period by both parties.
- F. These exchanges must be made in accordance with the FLSA, when applicable.

## ARTICLE 12

### INFORMATION ON NEW EMPLOYEES

- A. Whenever City hires a Police Recruit or sworn Police Officer as a new employee, it will inform POA in writing of such employment, giving the name, date of hire and job classification of the new employee.
- B. City agrees to use its best efforts to inform POA in all instances when an employee represented by POA retires from City, giving the name, job classification and date of retirement.

## ARTICLE 13

### FLEXIBLE BENEFITS PLAN

- A. An Internal Revenue Service (IRS) qualified cafeteria-style benefits program called the Flexible Benefits Plan (FBP) is offered to all eligible employees. The FBP provides a variety of tax-free benefit options. "Eligible employee" means any employee in one-half, three-quarter, or full-time status. "Eligible employee" excludes all employees in an hourly status. Eligible employees must have no less than forty (40) hours of compensated time during each pay period in order to receive City-paid benefits. If an eligible employee has less than forty (40) hours of compensated time during a pay period, the eligible employee will have the right to continue his or her benefits by paying City the full cost to continue any or all of the employee's benefits during that period. In the case of Family Medical Leave Act (FMLA) approved absences, City will continue to pay for the employee's health, life and dental insurance for up to twelve (12) weeks per year in accordance with FMLA requirements.
- B. City's contribution to the FBP, effective July 1, 2010, will be based on the level of health insurance coverage selected by the eligible employee. City's contribution to FBP will be prorated according to the percentage of time worked if the employee works less than full-time status.
  - 1. The FBP annual allotment amounts for **employees in the Police Unit for Fiscal Year 2016 through Fiscal Year 2020** are as follows:
    - a. Health Waiver (for employees who have other comprehensive health coverage) – **\$7,605**
    - b. Employee only – **\$9,942**
    - c. Employee and Children – **\$11,919**
    - d. Employee and Spouse/Domestic Partner – **\$12,385**
    - e. Employee and Spouse/Domestic Partner & Children – **\$16,700**

2. The FBP annual allotment amounts for **employees in the Police Management Unit for Fiscal Year 2016 through Fiscal Year 2020** are as follows:
    - a. Health Waiver (for employees who have other comprehensive health coverage) – **\$10,605**
    - b. Employee only – **\$12,942**
    - c. Employee and Children – **\$14,919**
    - d. Employee and Spouse/Domestic Partner – **\$15,385**
    - e. Employee and Spouse/Domestic Partner & Children – **\$19,700**
  3. In addition to the FBP annual allotment amounts set forth in paragraphs B.1. and B.2., employees covered by this MOU with eight (8) or more years of service as a sworn police officer as of the last full pay period ending day in April of each Fiscal Year, will receive on the first full pay period of the fiscal year, an additional allotment for flexible benefits as follows:
    - a. Fiscal Year 2016 – **\$2,900**
    - b. Fiscal Year 2017 – **\$4,900**
    - c. Fiscal Year 2018 – **\$11,400**
    - d. Fiscal Year 2019 – **\$9,317**
    - e. Fiscal Year 2020 – **\$6,728**
  4. For laterals, years of service includes continuous time served as a sworn police officer at another law enforcement agency and/or the City. For employees covered by this MOU who were police recruits for the City, years of service includes the time service as a Police Recruit.
- C. All unused amounts of flexible benefits will be paid out bi-annually on the last day of the first pay period of December and the last day of the first pay-period of July.**
- D. The benefits available through FBP and the respective annual costs of the benefits are reflected in the Flexible Benefits Summary Highlights booklet provided to each employee each year of the MOU. POA will be allowed to offer two (2) Association for Los Angeles Deputy Sheriffs (ALADS) HMO plans. It will be POA's and/or ALADS' responsibility to inform the participants and City of cost changes to be effective for January 1 coverage. Such notice must**

be provided to City's Risk Management no later than October 1 of the year prior to the coverage effective date in order for changes to be made to City's OneSD system for deductions from participants' paychecks beginning December.

- E. It is the intent of the Parties that all plans offered in the FBP comply with all applicable state and federal laws, including IRS regulations as interpreted by City Attorney. All disputes over interpretation of this Article will be submitted to the appropriate agencies for interpretation.
- F. The employee must select a health insurance plan unless the employee has other comprehensive health insurance.
- G. Eligible employees are credited with City's contribution on a biweekly basis as taxable earnings. To allow employees to receive Flexible Benefit allowance on a pre-tax basis, employees may designate a specific amount of pre-tax money (IRS restrictions apply) to be withheld from their paycheck for health, dental and vision coverage and/or to reimburse eligible out-of-pocket Dental/Medical/Vision (DMV) or Dependent Care expenses.
- H. These payroll deductions must be designated during the open enrollment period, are irrevocable, are subject to IRS regulations, and monies are forfeited if not used within the fiscal year.
- I. Eligible employees are required to enroll for their benefits each year during the designated open enrollment period. If an employee fails to complete enrollment within the open enrollment period, the employee's current options (or comparable plan if unavailable) will be automatically continued at the same level for the next year as if the employee had elected to keep them. Employees agree that City may make a payroll deduction for all elected benefit options. All payroll deductions, including DMV and Dependent Care reimbursement, will continue and may not be eligible to be stopped until the following open enrollment period.
- J. As part of the annual enrollment process for flexible benefits, all POA members are required to acknowledge that no amount of flexible benefit credits are included in "Base Compensation" under the SDCERS plan.**
- K. It is agreed that POA fees for its prepaid insurance plans will be remitted by the Risk Management in the aggregate amount according to the following procedure: Risk Management will audit and balance the enrollment and remit to POA, or its designee, the aggregate amount shown as soon as feasible within City Comptroller guidelines for processing Requests for Direct Payment. POA will be responsible for collecting premiums from employees that were not collected due to the employee's non-pay status.

- L. The Parties agree to meet and discuss potential changes to health, dental and vision plans for POA represented employees. The Parties will discuss options to lower costs to POA members, to include options for POA to become the exclusive provider for health, dental and vision plans for POA members and/or consolidation of City health plans. Potential options will be jointly determined no later than December 1, 2016. Any option must conform to all applicable laws, including tax laws.

## ARTICLE 14

### INDUSTRIAL LEAVE

Industrial Leave benefits will be administered in accordance with Administrative Regulation (AR) 63.00. City will administer benefits for industrial injuries incurred by employees covered by this MOU in accordance with California Labor Code section 4850.

## ARTICLE 15

### EDUCATIONAL INCENTIVE

City agrees to continue the existing Educational Incentive Program as described in Department Procedure No. 5.13 except as set out below.

- A. Effective July 1, 2007, the benefit for Advanced POST Certificate shall be eight and one-half percent (8.5%) of employee's base rate, and the benefit for Intermediate POST Certificate shall be six percent (6%) of employee's base rate. These amounts are not cumulative.
- B. Effective July 1, 2009, for the purpose of this Article only, those sworn officers in the classifications of Police Officer I, Police Officer II ("A," "C," and "D" steps only) and who possess an Advanced POST Certificate will receive \$3.10 per hour. Police Officer I, Police Officer II ("A," "C," and "D" steps only) and who possess an Intermediate POST Certificate will receive \$2.19 per hour. These calculations are based upon the Advanced and Intermediate POST percentages respectively, times the "E" Step salary of Police Officer II.
- C. Employees possessing the Advanced POST Certificate who have completed at least sixty (60) college semester units or fifteen (15) years of service as a sworn officer with City will not be required to re-qualify to be eligible for the Educational Incentive Payment. Employees who have completed less than sixty (60) college units or fifteen (15) years of service will be required to re-qualify in accordance with Police Department Procedure No. 5.13. Employees with an Intermediate POST Certificate with fifteen years of service as a sworn officer or who meet applicable educational requirement will not be required to re-qualify.
- D. POA agrees to establish and actively support a community service program.



**ARTICLE 16**  
**BILINGUAL PAY**

**A. Ongoing Bilingual Services.**

City agrees to continue a program which will provide ongoing extra compensation for employees whose job assignment requires ability to communicate orally in Spanish, Tagalog, Somali, Korean, American Sign Language, Chinese, Indochinese, Russian, Arabic, or Farsi languages as well as English. Participants in this program, who are certified by Personnel, and who are otherwise eligible, will receive three and one-half percent (3.5%) of employee's base rate while in the job assignment requiring this additional skill. A claim by an individual of arbitrary denial of bilingual pay is grievable.

**B. Incidental Bilingual Services.**

1. City agrees to provide bilingual compensation for the entire pay period for those eligible individuals (those who are not currently receiving ongoing bilingual pay for any language) who are requested or directed by a supervisor, manager, or Communications to provide translator services in a non-English language.
2. A statement attached to the Personnel Change Notice from a supervisor will serve as certification for bilingual pay for the pay period.
3. For the purpose of defining "incidental bilingual services rendered," any language other than English may qualify for incidental bilingual compensation.
4. City reserves the right to establish criteria which will enable candidates in this program to qualify for the extra compensation.
5. POA's request for City to consider expanding the number of languages recognized as eligible for continuing bilingual pay will be referred to the Multilingual Task Force for study and recommendations.
6. Employees are required to be periodically re-tested in order to ensure that their bilingual skills are current. In order to continue receiving bilingual pay, employees must pass a re-test on their non-English language. The re-test will be administered on City time by the Personnel Department. City may re-test an employee once every three (3) years thereafter.
7. The Parties **may** discuss the testing process **at** the POA Labor Management Committee and a representative from Personnel **may** be invited to participate during those discussions.

## ARTICLE 17

### BADGES

#### A. Flat Badges.

City agrees to provide flat badges for sale by Department to employees. The flat badge remains the property of City and, at the time of employee termination, the badge must be returned to the Department without reimbursement to the employee. However, if the employee is retiring and eligible for a retired badge, the Department will exchange the flat badge for a retired flat badge.

#### B. Retired Badges.

1. Upon a service or disability retirement, an eligible officer has the following options:
  - a. If the officer has only a breast badge, City will have the officer's name tag and original breast badge encased in acrylic at no cost to the officer. In lieu of having the badge encased, the officer can have the breast badge modified to or exchanged for a breast badge with a retired scroll in place of the badge number.
  - b. If the officer has both a breast and flat badge, the officer has the following choices:
    - 1) City will have the officer's name tag and original breast badge encased in acrylic at no cost to the officer and have his or her flat badge exchanged for or modified to a retirement badge.
    - 2) City will have the officer's name tag and original flat badge encased in acrylic at no cost to the officer and have his or her breast badge exchanged for or modified to a retired badge.
    - 3) City will have both the breast and flat badge exchanged for or modified to a retired badge.
2. Officers who do not have a flat badge for exchange or encasement have the option to purchase a retired flat badge.
3. In addition to paragraph B.1.a and B.1.b., City will provide to POA, at no cost, a flat badge of appropriate rank, to POA for purposes of ceremonial presentation to the individual, by POA, upon retirement.

## ARTICLE 18

### ANNUAL LEAVE

A. Employees covered by this MOU will accumulate annual leave time as follows (references to number of years are to fully completed years of service):

- |    |                          |                           |
|----|--------------------------|---------------------------|
| 1. | 1-5 years of employment  | 5.24 hours per pay period |
| 2. | 6-15 years of employment | 6.77 hours per pay period |
| 3. | 16 or more years         | 8.31 hours per pay period |

B. Appointing Authorities are responsible for arranging annual leave so that adequate personnel are available to carry on necessary City work.

C. As far as is practicable, employees should be permitted to schedule annual leave at times most acceptable to the employee. Scheduled annual leave will be selected by employees within each division, watch, bureau, section, or unit, as is applicable, based upon their seniority by rank within the Department. Employees who are transferred at their request, or promoted, may be required to modify their scheduled annual leave.

D. Employees should be encouraged to take regular annual leave but they will not be required to take time off against their will. Any leave days in excess of the authorized number earned for that year may be taken only at the convenience of the Department.

E. 1. The maximum accumulation of annual leave for employees hired before July 1, 1994, with less than fifteen (15) years of service is six hundred (600) hours. Annual leave credits may be accumulated over the six hundred (600) hours limit until an employee's annual "accrual date" (which is normally the day and month when originally hired). The maximum accumulation of annual leave for employees with fifteen (15) or more years of service is seven hundred (700) hours.

2. For employees hired on or after July 1, 1994, the maximum accumulation of annual leave is three hundred fifty (350) hours.

3. If, on an employee's anniversary date, an employee's leave balance exceeds the applicable cap, accrual of additional annual leave, whether in hours or cash equivalent, will cease. However, once an employee's annual leave balance falls below the applicable cap, accrual of annual leave will resume. Employees will be provided reasonable opportunity to take time off to ensure leave accrual is not interrupted. In unique situations when workload does not permit an employee to take time off, Department will have discretion to grant a ninety-day extension to the employee to use excess leave before the cease to accrue will be implemented.

- F. Department annual leave periods will be divided into one-week increments. Annual leave schedules are comprised of fifty-two (52) one-week increments for each separate rank per division, watch, bureau, section, or unit, providing, however, that the Department may establish an equitable formula relative to Lieutenants and above to accommodate command staffing when a conflict exists in annual leave scheduling. Employees may elect to take annual leave in increments of one day or longer. Employees will annually be required to select a vacation period in advance on the basis of seniority within their division, watch, bureau, section or unit. The initial selection of leave will be the full regular annual leave or the first segment of the leave. After the initial selection has been completed by all employees, those seeking to take more than one segment of leave can select their second segment from those periods remaining. Those employees desiring a third leave segment will select their third choice after those choosing a second segment have completed their selection, etc. Each Departmental unit will establish an equitable formula to predetermine the limit or the number of officers that will be allowed to use annual leave credit during each leave period. The limit may be lowered for the few selected periods of anticipated heavy police work load, i.e., July 4 and Labor Day weekend.
- G. All employees, upon separation, are entitled to receive pay for unused annual leave credits.
- H. Leave provisions included under item I and J below will be accounted for separately.
- I. Pre-approved annual leave, sick leave or compensatory time off properly used for personal, family, or dependent illnesses will not be subject to disciplinary action.
- J. Approved unscheduled annual or sick leave properly used for family, dependent, or domestic partner illnesses will be considered as a separate category when reviewing employee performance with regard to attendance and absenteeism issues. Should City, for good and sufficient reasons, determine that an employee is abusing this leave provision, City may request a bona fide doctor's statement from the employee to substantiate illness.
- K. Employees may make up to two requests for payment in lieu of annual leave each fiscal year. The total of both requests cannot exceed 125 hours each fiscal year.**
- L. Benefits While on Special Leave Without Pay (SLWOP).
1. All benefits while on SLWOP will be coordinated or offset by benefits the employee receives under any other City program, including but not limited to LTD and FMLA.
  2. After one year on SLWOP, City may charge the employee a 2% administrative fee or offer continuation of benefits under COBRA.

3. Employees will not be eligible to purchase City-sponsored Supplemental Life Insurance while on SLWOP.

M. The Department can grant so-called "Red A" leave, which is approved unpaid leave, at Management's sole discretion, per Personnel Manual Index Code I-7.

## ARTICLE 19

### SICK LEAVE AND ANNUAL LEAVE REIMBURSEMENT

An eligible employee, upon retirement, or upon termination (other than death or discharge, including termination with eligibility for a deferred retirement), may request that payment for sick leave and annual leave reimbursement be paid in either: (a) one full payment; or (b) one full payment at a specified date within the same calendar year of retirement.

A. Unused Sick Leave (for employees hired prior to July 1, 1975 only).

An employee hired prior to July 1, 1975, will be reimbursed for his or her unused accumulated sick leave credit at his or her rate of pay at termination, in a lump sum, subject to the following conditions:

1. Upon retirement or death, the employee is entitled to reimbursement for sick leave at fifty percent (50%) of his or her rate of pay.
2. Upon termination, the employee is entitled to reimbursement for sick leave at twenty-five percent (25%) of his or her rate of pay.

B. Unused sick leave is not paid if an employee is terminated for cause.

## ARTICLE 20

### BOARD OF DIRECTORS

A. Board of Directors.

POA Board of Directors may represent employees in the processing of grievances subject to the rules and procedures outlined in Section B. Within thirty (30) days of the effective date of this MOU, POA will furnish City with a written list identifying by name and assigned work areas and including shift assignments all members of the Board. The list will be kept current by POA.

B. Handling Grievances.

1. When an employee has a grievance, he or she may request that a Board member, with permission of his or her supervisor, investigate the grievance in his or her assigned work area and assist in its preparation and presentation. If no Board member is assigned to the employee's work area or

if the Board member assigned to the employee's work area is not available at the time the grievant makes his or her request, another Board member may investigate the grievance.

2. After notifying and receiving approval of the immediate supervisor, a Board member will be allowed reasonable time off during working hours, without loss of time or pay to investigate, to prepare and present the grievances. The immediate supervisor will authorize the Board member to leave his or her work assignment unless compelling circumstances require refusal of such permission. In that case, the immediate supervisor will inform the Board member of the reasons release time was denied and establish an alternate time when the Board member can reasonably be expected to be released from his or her work assignment.
3. When a Board member needs to contact an employee at his or her work location, the Board member will first contact the immediate supervisor of that employee, advise the supervisor of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Board member when he or she can reasonably expect to contact the employee.
4. A Board member's interview or discussions with an employee on City time will be handled expeditiously.
5. The Department will provide POA prior notice before a Board member is transferred or changed to a different work shift. The requirement of prior notice to POA will not be construed as limiting City in its prerogatives to transfer or change the work shift of a Board member.

C. Board of Directors Meetings.

Members of the Board will be permitted to attend, while on duty, meetings of the Board of Directors.

## ARTICLE 21

### FORMAL REPRESENTATION

- A. POA may select three (3) representatives to attend scheduled meetings with the Management on subjects within the scope of representation during regular work hours without loss of compensation, except for annual meet and confer sessions concerning economic matters, when nine (9) POA representatives may be released from the on-duty work schedules.

1. In addition, POA may also select a representative to attend City Council, Council Committees, Retirement Board, and Civil Service Commission hearings during regular work hours, without loss of compensation, when subjects within the scope of representation are being discussed.
  2. Normally, requests for such release will be made of the Chief of Police or his or her designee at least two (2) working days in advance of the meetings, provided further that:
    - a. Names of all designated representatives will be given to the Chief of Police or his or her designee at the time the request is made.
    - b. No representative will leave his or her duty station or assignment without specific approval of the Chief of Police or his or her designee.
    - c. All meetings are subject to scheduling by City in a manner consistent with the operating needs and work schedules.
- B.** POA maintains an Employee Representative Program. The purpose of the program is to provide sworn employees with appropriate representation and assistance during disciplinary actions and in matters which may lead to discipline. The members of the program are personnel from throughout the Department who have volunteered to serve, and have been trained in the duties of employee representatives. Employee representatives may appear with employees during:
1. Any investigatory, fact-finding, or appeal meeting which may result in suspension (except emergency suspension), discharge, demotion, or disciplinary transfer; or
  2. The required discussion or the appeal of any document, including an Annual Performance Evaluation that does not meet standards or is a Supplemental Performance Report, written warning, or reprimand which may be made part of the employee's permanent record, and/or which may be used as a basis for subsequent discipline.
- C.** Employee representatives may also assist employees in preparing written reports, including Department reports, where information contained in them may be used as a basis for punitive or disciplinary action against an employee. The Department and POA have agreed that the employee representatives will notify their supervisors each time they are assigned a matter for representation. Representatives are allowed two (2) hours of on-duty time to prepare for participation in interviews, interrogations, and appeal hearings for each case to which they are assigned. This preparation time is in addition to any on-duty time actually spent in the interview, interrogation or appeal meeting. All supervisors should note that the two-hour authorized preparation time is

provided to the employee representatives only, not to the employees being represented.

- D. The Department fully supports the Employee Representative Program. Therefore, supervisors are encouraged to cooperate as much as possible with the representatives in scheduling employee interviews, counseling sessions, and hearings of any appeals of disciplinary actions. In addition, supervisors should provide representatives with all the information the representatives request to which they are entitled by law and by Department policy and procedure which the representatives need to perform their duties. All information obtained by the representatives during the course of their duties as representative will be maintained in the strictest confidence. Because they are acting as agents of POA's attorneys while representing employees, the information gained by the representatives is protected by the attorney/client privilege and its disclosure is prohibited.
- E. POA may designate up to forty (40) Employee Representatives and will provide the Assistant Chief in charge of personnel service with a current list of representatives.
- F. Effective July 1, 2012, four (4) hours of release time, per quarter, is authorized for POA's trustee representative for the purpose of attending San Diego Employees Retiree Medical Trust board meetings. No overtime is authorized. Additional release time may be granted subject to the approval of the Human Resources Director.

## **ARTICLE 22**

### **POA ACCESS**

- A. Authorized POA representatives who are not City employees (such as business agents or attorneys) will be granted access to work locations in which employees covered by this MOU are employed, for the purpose of conducting grievance investigations and observing working conditions.
- B. Authorized POA representatives seeking access to work locations will first request access from the appropriate Department Management representative, at which time the representative will inform the Department Management representative of the purpose of the visit. The Department Management representative may deny access to a work location if, in his or her judgment, it is determined that a visit will unduly interfere with the operations of the department or facility. In that event, the Department Management representative will recommend an alternative time for the visit.
- C. Within thirty (30) days of the effective date of this MOU, POA will provide Department Management a written list of all authorized representatives. The



list will be kept current by POA. Access to work locations under this MOU will be granted only to representatives on the current list.

- D. Authorized POA representatives will be given access to non-security work locations during working hours to conduct grievance investigations and to observe working conditions on the condition that POA representatives will comply with the regulations established in this Article, and POA representatives will not interfere with work operations of any City department. Representatives have the right to meet with employees during coffee, rest, or lunch breaks at City facilities that may be available.

## ARTICLE 23

### OUT-OF-CLASS ASSIGNMENTS

- A. Policy. The following applies to all out-of-class assignments:

1. The term "out-of-class assignment" (OCA) means the temporary transfer of an employee to a vacant position or to a position where the incumbent of the position is unable to perform the duties of the position because of absence or disability. This OCA position must be officially allocated by the Civil Service Commission to a class other than the one presently occupied by the employee. The class may be at a higher, lower, or the same pay rate as the class the employee presently occupies. However, the employee will continue to be paid at his or her current pay rate.
2. Acceptable reasons for OCA are:
  - a. Non-availability of properly classified employees to fill a temporary vacancy to which the regular incumbent is expected to return.
  - b. Assignment to light duty when required by City's examining physician or a doctor designated by the Workers' Compensation unit.
  - c. The temporary filling of a vacant position, for which there is no permanent incumbent, pending certification of eligibles. For purposes of this regulation, a vacancy will be deemed to exist upon reclassification of an existing position.
  - d. The temporary filling of a vacant position for in-service training, or in connection with a formalized training program for the purpose of improving opportunities for promotion. Training assignments must be approved by the Personnel Director regardless of duration. Appointments made in accordance with City's career advancement program, as outlined in Personnel Manual Index Code D-3, are not OCA and are not eligible for extra compensation.

3. An OCA may be made, if in the opinion of the Appointing Authority, such action is necessary for the proper functioning of the Department. However, after filling a vacancy by an OCA assignment, the Appointing Authority is not required to fill the vacancy caused by such assignment.
  - a. Appointing Authorities may select any employee in non-represented classes and in classifications in the Police, Administrative Support and Field Service, Professional, Supervisory, and Technical representation units to fill an OCA, using eligible lists, availability, training, seniority, and other relevant factors as guidelines.
  - b. OCA will not exceed sixty (60) consecutive calendar days nor will a series of OCA to any one vacant position exceed sixty (60) calendar days without approval by the Personnel Director. OCA will not be made to avoid filling a position with a limited or permanent appointment.

**B. Eligibility For Additional Compensation.**

1. Employees will receive compensation for OCA to higher classes only when the assignment has been continuous for thirty (30) days. Compensation begins on the thirty-first (31<sup>st</sup>) continuous day and from that day forward. The first (1<sup>st</sup>) through thirtieth (30<sup>th</sup>) days are paid at the employee's regular rate of pay.
2. Employees will be compensated for OCA at the rate of the higher paid class after thirty (30) cumulative days. Compensation would begin on the thirty-first (31<sup>st</sup>) day assigned. To calculate when this standard has been met for employees on alternate work schedules, thirty (30) cumulative days is equal to one hundred-seventy-six (176) regular (non-overtime) hours worked out-of-class in a single classification. OCA will accrue on a fiscal year basis and will not be carried forward into the next fiscal year, except in the circumstances cited in City Memorandum entitled "Policy on Out-of-Class Assignments" dated July 16, 1997.

**C. Procedure.**

1. The Appointing Authority will forward Form CS-71 (Out-Of-Class Assignment) to the Personnel Director, no later than the first day of each OCA for which additional compensation will be paid.
2. The payroll procedure for determining an employee's pay for an OCA will be the same as that used when an employee is promoted to the same class from an eligible list established by a promotional examination.

## ARTICLE 24

### GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to provide employees covered by this MOU the broadest possible opportunity to resolve work-related problems through an effective administrative procedure. POA and City recognize a mutual obligation to faithfully uphold the spirit and purpose of the grievance procedure.

#### A. Definitions.

1. A grievance subject to this Grievance Procedure is any disagreement concerning the interpretation or application of this MOU, including whether a matter covered by Article 46 has been interpreted or applied against POA or an employee in a manner violating that Article.
2. Actions which are covered in City Management Rights Article of this MOU are not grievable, but this will not preclude employees or their representatives from consulting with Management about the practical consequences such actions may have on wages, hours, and other terms and conditions of employment. In addition, actions covered by another appeals process as described in the Civil Service Rules, Personnel Manual, or this MOU are not grievable and will not be processed through this Grievance Procedure.
3. If the grievance system is abused by an unreasonable number of submittals by one individual or group obviously designed to thwart orderly processing or if the grievances are patently irrelevant, or incomprehensible, they will be rejected as "nongrievable" and returned to the grievant.
4. Wherever applicable, the term "working days" means the actual work days of the individual on whom the time limits are imposed.

#### B. Policy.

1. Employees have the right to use this Grievance Procedure without fear of reprisal. No negative employment action will be taken against any employee as a result of the use of this grievance procedure.
2. Employees may represent themselves or select whomever they wish to represent them at any or all steps in the grievance procedure.
  - a. The employee has the right to the assistance of a POA representative in the investigation, preparation, and presentation of a written grievance.
  - b. Employees may have no more than one City employee and one non-City employee as representatives for grievance hearings.

- c. Notwithstanding any other provision of this MOU, an employee may not select a supervisor in the direct chain of command, as a representative, except that a supervisor may select another supervisor as a representative.
3. Grievances may be initiated by the employee, or by a formally recognized employee organization, on the employee's behalf or by the recognized employee organization for this unit on its own behalf, on matters that directly involve the interpretation or application of the specific terms or provisions of this MOU. If an employee chooses to have representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this MOU, such representation must come from POA.
4. The employee's or employee organization's first contact regarding job and working conditions is with the immediate supervisor and supervisors will attempt to settle grievances informally at this level.
5. A grievance will normally be presented and processed on City time, and a grievant attending a grievance meeting on his or her own behalf on City time will not lose pay. In scheduling the time, place, and duration of any grievance meeting, the employee, a POA representative and Management will give due consideration to all the participant's responsibilities in the essential operations of the Department. Management has the unequivocal right to schedule hearings as convenient. Hearings may or may not be held during an employee's normal shift. No overtime pay will be given to the grievant. Representatives, witnesses, or other participants will receive overtime pay if ordered to be present by the Appointing Authority.
6. Waivers and Time Limits.
  - a. Failure by Management to reply to the employee's grievance within the time limits specified automatically processes the grievance to the next level.
  - b. Any level of review, or any time limits established in this procedure, may be waived or extended for good cause and only by mutual agreement confirmed in writing.
  - c. If an employee fails to appeal from one level to the next level, within the time limits established in this grievance procedure, the grievance will be considered settled on the basis of the last decision and the grievance will not be subject to further appeal or reconsideration.
  - d. By mutual agreement, the grievance may revert to a prior level for reconsideration.

- e. If a grievant fails to appear for a scheduled grievance meeting, such failure without excuse approved by the Appointing Authority will entitle Management to decide on the grievance without the presence of the grievant, or to schedule another meeting at the level (in which case the time requirements for hearing and decision are automatically waived). Failure to appear at two (2) meetings on the same grievance without an approved excuse automatically terminates the grievance and it is deemed denied. The grievance will not be subject to further appeal or reconsideration.
- f. When a grievant is on approved leave the time limits established in this procedure will be suspended for the period of the leave.
- g. No grievance will be finally dismissed for an unexcused failure to appear at a scheduled hearing unless the grievant had been given twenty-four (24) hours notice of the hearing.
- h. POA agrees to pursue all claims of violation of this MOU through the Grievance Procedure. Resort to other remedies will not be pursued until all steps of the grievance procedure have been exhausted. If POA reasonably feels that an employee has suffered immediate and irreparable harm, City and POA agree that POA may directly contact the Mayor or his or her designee, the Human Resource Director, to seek a resolution prior to pursuing remedies outside City. Contacting the Mayor or his or her designee, the Human Resource Director, will be considered to exhaust the Grievance Procedure in these cases.

### C. Procedures.

#### 1. General.

- a. Management of the Department has the responsibility to inform an employee of any limitation of a given level of Management's authority to fully resolve the grievance. In this regard, Management will:
  - 1) Supply the employee with the necessary information to process the grievance to the proper agency or authority.
  - 2) Advise an employee when any matter under submission is determined by Management as not grievable according to the definitions in section A above. The "grievance" paperwork submitted by the employee will be returned to the employee along with a memorandum explaining why the matter is not grievable and what alternative procedures, if any, the employee may follow to process his or her grievance.
- b. When a group of identical grievances develop, only one grievance form will be submitted. The grievants may select not more than two (2) spokespersons who thereafter will be their representative "grievants."

The acceptance of a decision by the spokespersons at any step (or final decision if the grievance moves to Step 5) will be binding on all parties.

- c. A grievance will be recognized if it is brought to the attention of the immediate supervisor either formally or informally within ten (10) working days of the incident's occurrence.
- d. If the grievance is between the employee and his or her immediate supervisor, or where an upper level supervisor has made a decision on the subject of the dispute, Step 1 may be to the level above the level making the decision. The upper level supervisor has the discretion to remand the grievance to a lower level supervisor as Step 1. All remands will be in writing.
- e. To be recognized, a grievance must state the nature of the problem and the remedy sought by the employee or POA. In the event that the grievance is rejected for failure to clearly identify the problem or remedy, it may be amended by the grievant or POA.
- f. Members holding the rank of Police Captain will submit any grievance directly to Step 3.

## 2. Steps.

- a. Step 1: At the employee's or employee organization's sole option, grievances may be presented to the supervisor either orally or in writing. If the grievance is presented orally, the procedure is informal and may be settled by an oral answer given within five (5) working days. If the grievance is presented in writing, the procedure is formal and the answer must be given in writing within five (5) working days after submission. The written grievance must be clearly and precisely detailed including the specific grounds for the grievance, a listing of MOU articles allegedly violated not the remedies sought. Grievances that fail to meet these requirements will not be disqualified, but will be returned to the grievant for compliance with the foregoing requirements. In such cases, the written answer must be given within five (5) working days after resubmission of the grievance.
- b. Step 2: If the problem cannot be solved at Step 1, the employee or employee organization may present the complaint in writing to the second level supervisor (if not done at Step 1) within five (5) working days. Within ten (10) working days of the receipt of the grievance, a hearing will be held and the Management representative will give a written decision to the employee and POA representative.
- c. Step 3: If the problem is not resolved at Step 2, the employee or employee organization may submit the grievance to the division head

within five (5) working days. Within ten (10) working days of the receipt of the grievance, a hearing will be held and the division head will give written decision to the employee or POA representative. In smaller departments, this step is deleted.

- d. Step 4: If the problem cannot be solved in Step 3, the employee or employee organization may present the grievance to the Department Head within five (5) working days. Within ten (10) working days of the receipt of the grievance, a hearing will be held and the Department Head or his or her designee will give a written decision to the employee or POA representative. In non-managerial departments this will constitute the final resolution of a grievance involving management policy or regulations.
- e. Step 5: Final Resolution of Grievance: If the grievance is still in dispute after Step 4, the employee or employee organization may request a further hearing, which at the discretion of the Management Team will take place before the Civil Service Commission, on matters over which the Commission has authority, or before the Mayor or his or her designee, by submitting the grievance within five (5) working days. (If it is determined that the hearing should be held before the Civil Service Commission, a fact-finding hearing to define the issues in the grievance will be held by the Personnel Director with the employee and/or employee organization, prior to the date set for the Commission hearing. The grievance may be settled during such fact-finding hearing, if a mutually acceptable solution is developed.) The decision of the Commission will be issued at its next regularly scheduled meeting following the hearing by the Personnel Director. In grievances answered by the Mayor or his or her designee, a hearing will be held and a written response given within thirty (30) days from the date of receipt of the appeal from Step 4. If the Mayor's office does not render a decision within forty five (45) days, and if there is no waiver of the time limits, the grievance will precede to Step 6. The employee or employee organization may only request a hearing before the Civil Service Commission in matters solely involving Civil Service Rules or the Personnel Manual.
- f. Step 6: Grievances arising out of the disagreement on interpretation or application of this MOU will follow City-wide grievance procedure. POA may formally request to continue the grievance, not later than ten (10) days following receipt of the answer at the final step of the grievance procedure (provided it was heard by the Mayor or his or her designee), by serving written notice upon the Management Team. The Management Team will refer the grievance to City Council for hearing and decision. City council will have six months from the date that POA serves written notice on the Management Team of its desire to have the grievance heard before City Council within which to calendar the grievance for hearing. If

City Council does not calendar the matter for consideration within the six (6) month period, then the grievance will be considered granted.

## ARTICLE 25

### SALARIES

A. **From Fiscal Year 2016 through Fiscal Year 2018**, consistent with San Diego Charter section 70.2, no base compensation, defined as base salary or wages paid on a regular bi-weekly basis for services performed, for any classification will be increased to an amount higher than the base compensation for that classification set forth in the 2011 Fiscal Year Salary Ordinance (San Diego Ordinance No. O-19952, adopted on May 4, 2010). Exhibits A and B to the 2011 Fiscal Year Salary Ordinance, which are both related to the base salaries for the Classified Service, are attached to this MOU and incorporated into this MOU. Exhibit A sets forth the base salaries for the Classified Service. Exhibit B sets forth the Classified Service Classes and Standard Rates. The parties agree that there will be no increases to the base salaries for the classifications set forth in Exhibit A and B during the term of this MOU. The parties further agree that the creation of any new classifications during the term of this MOU must be consistent with San Diego Charter section 70.2(c). For reference, Exhibit C to the 2011 Fiscal Year Salary Ordinance, related to Classifications and Standard Salary Rates for the Unclassified Service, is also attached to this MOU.

**Further, during this period**, no new compensation will be added to the 2011 Fiscal Year Earnings Code Document, Exhibit A, which sets forth Wage Types Included in the Pensionable Wage Base.

Notwithstanding these agreements, the parties acknowledge that individual employees may receive promotions during the period from Fiscal Year 2016 through Fiscal Year 2018 under the authority of San Diego Charter section 124 and all applicable Civil Service Rules, Personnel Regulations, and other provisions. Further, the parties acknowledge that individual employees may receive an increase in pensionable compensation, within the limits set forth in Exhibit A or Exhibit C to the Fiscal Year 2011 Salary Ordinance, under the authority of San Diego Charter sections 130 and all applicable Civil Service Rules, Personnel Regulations, and other applicable provisions.

- B. **Effective the first full pay period following July 1, 2018, there will be a general salary increase of 3.3% for all employees covered by this MOU. The Fiscal Year 2019 salary tables for the classifications covered by this MOU will be modified to reflect this increase.**
- C. **Effective the first full pay period following July 1, 2019, there will be a general salary increase of 3.3% for all employees covered by this**



**MOU. The Fiscal Year 2020 salary tables for the classifications covered by this MOU will be modified to reflect this increase.**

- D. In the salary schedules for new employees, B step will be eliminated for new hires beginning July 1, 1994. Employees hired on or after July 1, 1994, will move from "A" step to "C" step after one (1) year for initial appointments as well as subsequent promotions, transfers, or other appointments. This represents an increase of approximately ten percent (10%). Current employees will continue with the present five step salary schedule.
  
- E. FLSA Exempt Classes – Pursuant to the provisions of the FLSA the classification of Police Lieutenant and Police Captain are ineligible for premium overtime and will not be subject to the overtime provisions of this MOU.

**ARTICLE 26**

**UNIFORMS AND SAFETY EQUIPMENT**

**A. Department Issued Equipment.**

- 1. City will issue to each sworn officer:
  - a. Handgun and Ammunition;
  - b. Safety Helmet and Face Shield;
  - c. Baton and Baton Holder;
  - d. Badge;
  - e. Protective Vest and Cover;
  - f. Mace and Mace Holder;
  - g. Flashlight;
  - h. Department Identification Card;
  - i. Name Tag;
  - j. Whistle;
  - k. Raincoat and Rain Boots; and
  - l. Handcuffs and Case.

**B. Police Officer's Uniform and Equipment.**

**1. Initial Requirement.**

**a.** Each Employee in this bargaining unit will be required to obtain and maintain, in a manner acceptable to City, the following items:

- 1) Pants;
- 2) Tie;
- 3) Belt;
- 4) Shirt, Short or Long Sleeve;
- 5) Belt and Holster;
- 6) Ammunition Pouch or Speed-loaders and Pouch; and
- 7) Pistol Belt Keepers (4).

**b.** **Effective Fiscal Year 2016, City will provide Police Recruits an equipment allowance of \$1,000 upon entry into the Academy and \$1,500 upon successful graduation from the academy so long as the recruit is still employed by the City. These amounts are not included in "Base Compensation" under the SDCERS Plan.**

**2. Maintenance and Upkeep.**

**a.** City will also pay those sworn members of the Department who have completed twelve (12) months as a Police Officer I as of September 1, and who are available for duty assignments on September 1, the sum of \$900.00 for the maintenance and replacement of the uniforms and equipment described in Paragraph B.1. Sworn officers of the Department who have completed twelve (12) months as a Police Officer I as of September 1, but who are on leaves of absence, including injury leave, will be eligible for this payment upon their return to duty. Police Officers who complete twelve (12) months as a Police Officer I after September 1, will receive the sum of \$900.00 as of the day they complete twelve (12) months as a Police Officer I. No sworn member will receive more than \$900.00 during the fiscal year for "maintenance and upkeep" of the uniforms and equipment described in Paragraph B.1., **except as provided in Paragraph b., below.**

**b.** **Effective Fiscal Year 2016, employees covered by this MOU with eight (8) or more years of service as a sworn police officer as of August 15, will receive an additional uniform/equipment/cleaning**

allowance of \$2,100, prior to the first full pay period in September of 2015.

- 1) For laterals, years of service includes continuous time served as a sworn police officer at another law enforcement agency and/or the City. The Parties may discuss the qualifications to be considered a sworn police officer at the POA Labor Management Committee.
  - 2) For employees covered by this MOU who were Police Recruits for the City, years of service includes the time served as a Police Recruit.
  - 3) Twice a year, the City will review an employee's years of service to determine eligibility for this allowance. The City will determine an employee's eligibility based on an employee's years of service as of August 15 and March 15. If an employee is first eligible as of August 15, the City will pay the annual allowance in the first full pay period in September. If an employee is eligible as of March 15, the City will pay the annual allowance in the first full pay period in April. An employee covered by this MOU will receive this allowance only once per calendar year.
  - 4) These amounts are not included in "Base Compensation" under the SDCERS Plan.
3. In addition to the uniform and equipment allowance set out in B.2, officers assigned to Special Weapons and Tactics (SWAT) duty will receive the sum of \$400.00 for the reimbursement of the initial purchase of uniforms and equipment so authorized by the Department upon assignment. City will also pay those sworn officers assigned to SWAT duty the sum of \$300.00 on the regular paycheck on or before September 1, for the maintenance and replacement of their uniforms and equipment. Employees receiving the initial reimbursement will not receive the maintenance allowance in the same fiscal year.
  4. In addition to the uniform and equipment allowance set out in B.2, officers assigned to the Harbor Patrol and permanent members of the Beach Enforcement Team will receive reimbursement of \$350.00 for the initial purchase of uniforms and equipment authorized by the Department upon assignment. City will also pay sworn officers assigned to the Harbor Patrol and permanent members of the Beach Enforcement Team the sum of \$150.00 on the regular paycheck on or before September 1, for the maintenance and replacement of their equipment. Employees receiving the initial reimbursement will not receive the maintenance allowance in the same year.

5. In addition to the uniform and equipment allowance set out in B.2, officers assigned to the Canine Unit will receive reimbursement of \$350.00 for the initial purchase of uniforms and equipment authorized by the Department upon assignment to the unit. Members of the Canine Unit will also receive an additional \$300.00 on the regular paycheck on or before September 1, for the replacement and maintenance of their uniforms.
6. In addition to the uniform and equipment allowance set out in B.2, members of the Bike Patrol will receive \$200.00 reimbursement for the initial purchase of uniform and equipment. Officers who have already received this reimbursement are not eligible for an additional reimbursement. City will also pay those sworn officers permanently assigned to the dedicated Bike Patrol Unit on September 1, the sum of \$150.00 for the maintenance and replacement of said equipment.
7. Core Instructors assigned to the Regional Academy, as determined by the Chief of Police, will receive an additional initial uniform allowance of \$200.00, and an additional \$100.00 on or before September 1, for the replacement and maintenance of their uniforms. This allowance is in addition to the uniform and equipment allowance set out in B.2.
8. In addition to the uniform allowance and equipment allowance set out in B.2, any sworn officer appointed to the Color Guard Team will be compensated \$800.00 for the initial purchase of the necessary Color Guard uniform items.
9. In addition to the initial \$800.00 uniform allowance, all members of the Color Guard Team in good standing will receive a \$200.00 annual uniform maintenance fee in addition to the annual Department Uniform reimbursement each September. However, no Color Guard member will receive the \$200.00 uniform maintenance within twelve (12) months of receiving the initial \$800.00 uniform compensation.

C. Motorcycle Officers.

3. Each sworn officer of the Department who is assigned to the motorcycle squad will buy and use the following items:
  - a. Motorcycle boots;
  - b. Motorcycle breeches;
  - c. Gloves – riding;
  - d. Gloves – gauntlet;
  - e. Leather jacket;

- f. Safety glasses – clear; and
  - g. Safety glasses – sun.
4. City will issue to each sworn officer assigned to the motorcycle squad:
- a. Department of Transportation approved safety helmet every two (2) years or sooner should there be a defect or damage to the helmet.
  - b. City will issue to each motor officer, on an as needed basis, the following equipment:
    - 1) Protective Gloves;
    - 2) Protective Goggles; and
    - 3) Face/Dust mask.
  - c. Each officer issued equipment in accordance with paragraphs a and b, will be responsible for that equipment and will surrender such equipment to City upon demand.
5. On September 1 of each year, City will pay sworn officers of the Department who are assigned to the motorcycle squad \$425.00 for the maintenance and replacement of the equipment described in Paragraph 1.
6. Upon initial assignment to the motorcycle squad, each officer will receive \$750.00 for the initial purchase of equipment described in Paragraph 1. Employees receiving this initial reimbursement will not receive the benefits in C.3. in the same fiscal year.

**D. Administration.**

- 3. Sworn officers reporting for duty are expected to have uniforms and equipment as described in Sections A, B, and C (Section C applies only to sworn officers assigned to the motorcycle squad). Failure to have and use any of these items may result in discipline of the employee.
- 4. POA agrees that City has discharged City's obligation pursuant to California Labor Code section 6401 to provide the safety equipment for police officers as set forth in California Government Code section 50081.1.

- E. The Parties to this MOU agree that if, during the term of this MOU, a change is proposed in the basic uniform, the Parties will meet and confer on the effects of such a change.

## ARTICLE 27

### PERSONNEL RULES AND REGULATIONS

The following information is provided as a resource summarizing elements of Civil Service Rule X, Leaves of Absence:

- A. Section 3(4). ANNUAL LEAVE – WORKERS’ COMPENSATION: Those employees who are absent from duty because of a temporary disability which is defined as industrial under the Workers’ Compensation Act, but who are not granted industrial leave may use annual leave credits; provided, however, that any such employee who receives a temporary disability allowance, as provided by the Workers’ Compensation Law, must reimburse City Auditor and Comptroller in the amount of the authorized compensation, in which case, only that amount of the employee’s accumulated annual leave credits as when added to said disability allowance will result in a payment of not more than the employee’s full salary or wages shall be charged against said accumulated annual leave credits.

- B. Section 4. SICK AND EMERGENCY LEAVES:

- (1) SICK LEAVE INTENT, DEFINITION, PROVISIONS: The intent of this section is to allow continued use of sick leave credits accrued prior to September 4, 1981, for those employees who are unable on account of illness or injury to perform the duties of their positions or who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment, and to provide necessary time off from work for medical and dental care, subject to administrative regulations designed to prevent malingering or abuse of these privileges.

- a. SICK LEAVE DEFINITION: Sick leave is defined as the necessary absence from duty of an employee on account of illness, injury, or exposure to contagious disease suffered by the employee, or the serious disability of the employee while on a scheduled leave, or absence authorized for medical or dental care.
    - b. SICK LEAVE – WORKERS’ COMPENSATION: Those employees who are absent from duty because of a temporary disability which is defined as industrial under the Workers Compensation Act, but who are not granted industrial leave may use sick leave credit; provided, however, that any such employee who receives a temporary disability allowance, as provided under the Workers’ Compensation Law, must reimburse City Auditor and Comptroller in the amount of the authorized compensation; in which case,

only that amount of the employee's accumulated sick leave credits as when added to said disability allowance will result in a payment of not more than the employee's full salary or wages will be charged against said accumulated sick leave credits.

(2) EMERGENCY LEAVE: INTENT, DEFINITION, PROVISIONS: The intent of this Section is to allow continued use on a limited basis, of sick leave credits accrued prior to September 4, 1981, by an employee who is confronted with serious emergency illness, injury, or death in the employee's immediate family.

- a. Emergency leave is defined as the necessary absence from duty of an employee because of emergency illness of a member of the employee's immediate family requiring the attendance of the employee upon said member until professional or other attendance can be obtained, or the absence from duty of an employee because of the death of an immediate family member.
- b. An eligible employee may be granted emergency leave with pay chargeable to accumulated sick leave credits not to exceed a total of five (5) workdays for each instance of emergency illness or death in the employee's immediate family. In the case of illness followed by death, an employee may be granted a maximum of ten (10) consecutive workdays of emergency leave chargeable to sick leave credits.

C. Section 7. MILITARY LEAVE:

1. In addition to the leaves of absence provided in this rule, City officers or employees who are also members of the armed services or militia or organized reserves of this State or Nation, will be entitled to the leaves of absence and the employment rights and privileges provided by the Title 38, United States Code (USC) Employment and Reemployment Rights of Members of the Uniformed Services, Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, and the Military and Veterans' Code of the State of California (unless superseded by United States Code). Military service is defined in Title 38, USC section 4303 (13).
2. City officers or employees who have had not less than one (1) year of regular City employment immediately prior to the beginning of requested military leave, will receive their regular City compensation during the military leave, not to exceed a period of thirty (30) calendar days in any fiscal year. City and POA will provide flexibility in the interpretation of Military Compensation for any employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year immediately prior to the day upon which the leave begins, will be entitled to receive his or her salary or compensation as such public employee for the first thirty (30) calendar days or one hundred

seventy four (174) hours of any such absence. Pay for such purposes will not exceed thirty (30) days or one hundred seventy four (174) hours in any one fiscal year. For the purposes of this section, in determining the one year of public agency service, all service of said public employee in the recognized military service will be counted as public agency service. No policies governing Military Leave (Personnel Manual Index Code I-10) will be changed to accommodate for this salary flexibility. Military leave hours will accrue on a fiscal year basis and will not carry forward into the next fiscal year.

3. With reasonable notification to their supervisor no less than twenty-one (21) days prior to the start of their military obligation, unless exceptional circumstances beyond the control of the employee and originating from the employee's military unit, City officers or employees have the option to use military leave, annual leave, compensatory time, or special leave without pay for this leave, or at management's discretion to request that their schedule be adjusted. The Department will take all reasonable steps necessary to ensure that an officer's or employee's schedule is adjusted to facilitate such leave.
4. Prior to using of military leave, the employee will submit Form CS-14-25A (Request for Leave of Absence) showing Military Leave.

**D. Section 8. COMPULSORY LEAVE:** If, in the opinion of the department head, an employee is incapacitated for work on account of illness or injury, such employee may be required, for a period not to exceed two (2) workdays, to absent himself from duty. If said incapacity may reasonably be expected to extend beyond two (2) workdays, the department head shall require the employee to undergo an examination by a physician designated or approved by the Commission. If the report of the physician shows the employee to be in an unfit condition to work, the appointing authority shall have the right, subject to Commission approval, to compel such employee to take sufficient leave of absence, not to exceed one (1) year of leave without pay, so as to become fit for the proper performance of assigned duties.

**E. Section 9. SPECIAL LEAVE WITHOUT PAY:** An employee whose work record has been satisfactory and who, for any reason considered good by the appointing authority and the Commission, desires to secure leave from regular duties, may be granted special leave of absence without pay for a period not exceeding one (1) year. For good cause, such leave may be extended, upon approval of the appointing authority and the Commission. When such leave is granted to enable an employee to take a position in the Unclassified Service, the Commission may, upon request, grant a leave of absence for the period of actual service of the employee in such Unclassified position. An employee asking for special leave without pay, shall submit a request on prescribed forms with a transmittal letter, stating the reasons for the request. The Appointing Authority who



endorses such request shall recommend and the Commission shall determine whether the employee shall be entitled to the same position upon return from such leave or whether the employee's name shall be placed on the eligible list for the class or classes as determined by the Commission. If appropriate, the employee's return shall be subject to passing the prescribed City medical examination.

- F. Section 10. COURT LEAVE: An employee, other than one paid on an hourly basis, who is required by court order to serve as a juror, or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his required attendance to the appointing authority and the Personnel Director. The employee shall receive full pay for the time he serves on court duty. Request for such leave shall be made upon leave of absence forms.
- G. Section 11. SPECIAL MEETINGS: Officers and employees may be granted special permission, without loss of pay, to attend professional or technical institutes or conferences, or other meetings as may contribute to the effectiveness of their service to City. Such special permission is subject to the approval of the appointing authority or City Council, whichever is applicable. Evidence of such special permission to attend said conferences or meetings shall be furnished promptly by the department head to the Personnel Director. Officers and employees granted said special permission shall be considered to be in duty status.

## ARTICLE 28

### FIELD TRAINING OFFICER PAY

- A. City agrees to continue a program which will provide extra compensation for employees whose job assignment involves full-time Field Training Officer (FTO) duties (including Sergeants), as defined by the Chief of Police or his or her designee, relative to the Police Academy trainees. Participants in this program will receive five percent (5%) of the employee's base rate while designated in a FTO capacity.
- B. The Department agrees to maintain at least one hundred (100) FTOs and the number of FTOs beyond one hundred (100) will be determined at the discretion of the Chief of Police. In determining the total number of FTO Sergeants, the Department will generally use the formula of one (1) FTO Sergeant per watch per service area.

## ARTICLE 29

### CALL-BACK PAY

- A. An employee who has been released from work and has left the workplace will, if called back to duty from home or any other non-work location, be paid for the reasonable estimate of the time required to travel from and to his or her residence and the workplace and for the time actually worked. The total time of call-back pay, including travel time, will not be less than four (4) hours.
- B. This provision does not apply to instances when an employee is already present at the workplace and is required by a supervisor to start work early or to continue work following the end of shift. This provision also does not apply to a meeting scheduled after the employee's shift, and which is contiguous with the shift. In those instances, the employee will receive compensation only for the time actually worked or spent in the meeting after his or her shift.

## ARTICLE 30

### COURT PAY

Employees eligible for premium overtime that are required, as a result of their employment responsibilities, to make court appearances during otherwise off-duty hours, will be treated as follows:

- A. The employee will receive compensation at premium overtime of his or her regular base rate for all time actually spent in court (minimum of four (4) hours), excluding court recess time.
- B. If an employee is scheduled to appear in court up to two (2) hours prior to the beginning of his or her shift, the employee's schedule may be adjusted to correspond with the court appearance. The intent of this change is to align the beginning of the shift with court appearances and minimize the incidence of court pay for hours not actually spent on court duty. If an employee is ordered by his or her immediate supervisor, duty lieutenant or Communications to work beyond the regular number of hours per day on the adjusted shift, the four-hour (4) minimum applies, plus relevant overtime for the shift extension. The four-hour (4) minimum does not apply in situations in which an employee was directed to work beyond the adjusted shift as a result of a self-initiated action, i.e. a vehicle or person stopped and detained, an arrest, etc.
- C. Eligibility restrictions described in Section B also applies to the minimum requirements described in Section A above.
- D. If the employee makes a court appearance during the morning session and at least part of the afternoon session, after he or she has just completed working a night shift, and if the employee is scheduled to work the next succeeding night

shift, the employee will have the option of receiving premium overtime for the actual court appearance time or having the succeeding scheduled night shift off as compensatory time. If an employee is scheduled off on his or her next shift following a court appearance, he or she may not exercise the second option.

- E. Compensatory overtime will begin at the time indicated on the subpoena unless the officer is otherwise notified by a superior.

## ARTICLE 31

### STAND-BY COMPENSATION

#### A. Court Stand-By.

When an employee is under subpoena to appear in court during his or her non-duty hours, the employee will go to the court and stand by until called by the court and will receive pay at a premium rate of one and one-half times the basic rate for stand-by time, or, with the concurrence of the subpoenaing party, remain standing by at another location where he or she may be reached by the court by telephone. If an employee stands by at another location, no pay will be received for such stand-by time. No employee will be required to stand-by without compensation without his or her consent.

#### B. Non-Court Stand-by.

In order to ensure operational effectiveness, the Department may require or request its employees to be available to return to work during the off-duty hours. When this condition occurs, the employee is deemed to be on stand-by. When employees are on stand-by, they must be available by telephone or other electronic communication device and able to return to duty within one (1) hour of receiving a request to do so. The determination for the need to place an officer on stand-by-time is at the sole discretion of the Department.

#### C. Employees who are required or agree to be on stand-by will be compensated as follows:

1. For every three hundred (300) hours of stand-by time accrued, employees will be awarded one (1) day of discretionary leave time.
2. Employees may accrue up to ten (10) days of discretionary leave per fiscal year (July 1 – June 30).
3. All discretionary days accrued must be taken within six (6) months of the date they were approved. The employee's commanding officer can extend the six (6) month deadline at his or her discretion.

4. If an employee has not already accrued the maximum ten (10) discretionary days by the end of the fiscal year, any remaining discretionary hours, up to three-hundred (300), may be carried forward into the next fiscal year.
5. Employees who are required or agree to be on stand-by on their scheduled day off will accrue up to twenty-four (24) hours on stand-by time.
6. Employees who are required or agree to be on stand-by during their scheduled workday may accrue up to fourteen (14) hours of stand-by time during the time they are not working.

## ARTICLE 32

### OVERTIME

It is agreed that premium compensation at the rate of one and one-half (1.5) times the base rate will be paid to employees in the classifications of Police Recruit, Police Officer I, Police Officer II, Police Officer III, Police Agent, Police Detective, and Police Sergeant, under the following conditions:

- A. When an employee is called back to work from a non-duty status, he or she will receive premium pay for all such call-back time worked, with a four (4) hour minimum of compensation in each such instance, notwithstanding the usual starting time of the work shift.
  1. An employee's "work shift" refers to the hours of work of the employee's normally scheduled work day. The work shift may be permanently adjusted if the employee is given at least seventy-two (72) hours notice of the change. If seventy-two (72) hours notice of the change is given, paying premium pay as described above is not required, provided that the employee does not work a total number of hours greater than his or her normally scheduled hours. An employee's days off cannot be changed solely to avoid paying overtime. Department Management may, by providing at least five (5) calendar days notice to an affected employee, change an employee's permanent days off. When unforeseen special events or emergencies arise necessitating that an employee be required to work on his or her scheduled days off, he or she will be paid overtime, or, at his or her election, be assigned other days off as a substitution. As a general policy, officers will not be required to work more than seven (7) consecutive days unless it is an emergency. "Special Events" or "Emergencies" will be defined as unforeseen crime problems, natural or man-made disasters, special events of which the Department had little or no knowledge, e.g., presidential visits, and events requiring unusually large numbers of personnel.
  2. Notwithstanding the terms of the FLSA, an employee's hours and/or days off may be changed on a temporary basis with or without seventy-two (72) hours or five (5) calendar days notice, when the employee voluntarily waives those

requirements. "Voluntary" is defined as acting freely without any coercion, stated, or implied. (Department Management may request that the employee sign a form denoting such schedule alternations).

3. The terms "permanent" or "permanently" means a change no more than once within the span of a shift.
- B. When an employee is required under subpoena to appear in court during non-duty hours, he or she will receive premium pay for court time with a four (4) hour minimum of compensation in each such instance. Employees will not receive a second four (4) hour minimum of premium pay for subpoenas requiring appearances within four (4) hours of a first subpoena appearance time (e.g., a 10:30 a.m. subpoena following an 8:15 a.m. subpoena on the same date). Only actual time above the first four (4) hour minimum will be compensated with premium pay in such cases. However, pursuant to Article 30.B, an employee's schedule may be adjusted to correspond to a court appearance, eliminating the need for overtime pay. When an employee is directed to telephone a specific court or agency at a designated time during non-duty hours for the purpose of a telephonic hearing, and he or she does not have to place the call from a designated location, he or she will receive premium pay for such time with a thirty (30) minute minimum of compensation for each instance.
  - C. Eligibility restrictions described in Article 29.B, will also apply to the minimum requirements described in above sections 1 and 2.
  - D. When an employee's shift is extended beyond its normal ending time, he or she will receive premium pay for the actual time worked beyond the employee's regular shift hours.
  - E. If an employee is scheduled **to work** or directed by the Department to work on a **fixed** City holiday, he or she will receive pay at **time and one half** for the **actual** time worked **on the holiday** and will also receive ten (10) hours of **straight time pay** for the holiday. An employee that observes the City holiday will receive **straight time pay** equal to his or her normal assigned shift. If they are called back to work on that City holiday they will receive **time and one half** pay for time worked with a four (4) hour minimum.
  - F. For all overtime earned, all employees of the bargaining unit will receive either compensatory time off or pay, at the sole discretion of the Chief of Police. The Chief of Police may, at any time, determine that all overtime will be pay only. However, all previously accrued compensatory time must be honored under the terms of this MOU. Employees will not receive compensatory time off where the Department is reimbursed by another governmental agency for overtime worked by employees.
  - G. The Parties agree that overtime worked may be paid for by City as compensatory time off at the rate of time and one half for each hour worked. Compensatory

time earned and accrued through overtime work will be banked in a leave bank of up to a maximum of eighty (80) hours. This leave bank will carry over to the next fiscal year, but will not exceed eighty (80) hours total.

#### H. Use of Compensatory Time.

The following terms will control compensatory time off:

1. Compensatory time off request will be honored if the request for compensatory time off is made seven (7) calendar days or more prior to the day requested for leave.
2. Requests for use of compensatory time off to be used the day before the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, and Christmas Day will be honored if the request is made thirty (30) calendar days or more prior to the day requested for leave.
3. The Parties agree to meet when circumstance arise that create safety concerns regarding staffing levels resulting from compensatory time off requests during special events or circumstances, and to resolve the safety concern by an appropriate agreement.

#### I. Motor Unit and Canine Unit.

City agrees to provide employees assigned to the Canine Unit three point five (3.5) additional hours of compensation each forty hour (40) work week at premium rate overtime for time spent cleaning, preparing, and maintaining their equipment. City agrees that employees assigned to the Motors Unit will be released from work for two (2) hours during their scheduled shift each week for cleaning, preparing, and maintaining their equipment. This time will be scheduled on a day that is conducive to the employee's schedule. The Parties agree that this is a reasonable amount of time for such activities. If an employee, due to extraordinary circumstances, spends more than the agreed to time on these activities, an employee assigned to the Canine Unit may request additional overtime and an employee assigned to the Motor Unit may request to be released for additional time during their scheduled shift. This must be pre-approved. Captains and Lieutenants are ineligible to receive the Motor Unit and Canine Unit pays described above.

### ARTICLE 33

#### WORK SCHEDULES

Effective July 1, 2003, the 4/10 plan will be applied to all sworn positions below the rank of Captain. The 4/10 plan includes a thirty-minute (30) paid lunch break.

- A. All officers on a 4/10 work schedule will report to work at the scheduled start of their assigned shift. Officers who are scheduled to work at the hour daylight savings time either begins or ends will not have their hours adjusted to avoid working overtime. Officers will report at their scheduled time and work a regular, full ten-hour (10) shift.
- B. All officers may receive thirty (30) minutes during their assigned shift as a meal break during which time they may report as Code 7. This period is unpaid.
- C. An officer's conduct while on Code 7 for a meal break is governed by Department Instruction 6.32.
- D. During this thirty-minute (30) break, officers will be available to respond to emergency calls.
- E. If an officer's break is interrupted by an emergency call, the break will be resumed after the call is completed.
- F. If an officer is unable to take a total of thirty (30) minutes for a meal break during his or her assigned shift, the officer will be paid premium rate overtime for this thirty (30) minute period. This request for overtime will be submitted through the normal procedures.

#### **ARTICLE 34**

#### **STARTING SALARY**

The Parties incorporate Personnel Manual Index Code H-9, Starting Salary Upon Appointment, in this MOU, except that employees promoted from the class of Police Officer I to Police Officer II will receive at least the base salary of "C" step of the Police Officer II class.

#### **ARTICLE 35**

#### **POA REPRESENTATION**

Department Management will support a request to the Civil Service Commission for a Leave of Absence Without Pay for two (2) POA members for the same period of time, unless there is compelling reason to not support a "job to be saved" type leave. In the latter case, City will meet and confer with POA in advance of any objection to the leave without pay request.

## ARTICLE 36

### PAYROLL ELECTRONIC DEPOSIT

All employees will be required to provide authorization to City Comptroller to electronically deposit their paychecks to a financial institution of their choice (subject to electronic compatibility). Employees will not be required to change financial institutions if their financial institution is not compatible with the Automated Clearing House (ACH) transfer.

## ARTICLE 37

### EMPLOYEE REPRESENTATION

- A. An employee may request a representative, not to exceed one (1) City employee and one non-City employee, to be present: (1) at any investigatory or fact-finding meeting which may result in suspension, discharge, demotion, or transfer for purposes of punishment, except in cases requiring immediate removal or suspension as defined in Civil Service Rule XI, sections 4 and 6, and Personnel Manual Index Code L-2 II.(C); (2) an employee may also request representation during the required discussion of any document, including a Supplemental Performance Report or written reprimand, which is to be made part of the employee's permanent record and which may be used as a basis for subsequent discipline with the following provisions:
1. An employee cannot select a "City employee representative" who is subject to the same investigation or fact-finding, including any employee who is a witness to the event which is the subject of the investigation or fact-finding.
  2. An employee may not select an employee who is in the employee's direct chain of command as his or her "City employee representative."
- B. In all other instances, Department Management has the right to counsel employees as it deems appropriate without employee representation being present.
- C. This Article is to be interpreted consistent with the Public Safety Officers Procedural Bill of Rights (California Government Code sections 3300, *et seq.*) (POBOR).
- D. An officer subject to interrogation by a single Departmental representative may have a sole representative. If the interrogation is conducted by more than one (1) Departmental representative, an officer may be represented as provided for in Paragraph A.



## ARTICLE 38

### DEPARTMENTAL PROCEDURES – ADVANCE NOTICE

The Department may, in its discretion issue Departmental Procedures in writing which pertain to matters not within the scope of representation. In order to promote communications between the Department and POA, the Department agrees to direct a copy of proposed written Departmental Procedures to POA prior to official publication of the Procedures. Nothing in this Article is intended to require or obligate, directly or indirectly, the Department to meet and confer on any subject contained as proposed Departmental Procedures which is not within the scope of representation. The purpose of this Article is to enable POA to review any proposed written Departmental Procedure in advance of publication and provide comments as may be appropriate. Nothing in this Article limits or otherwise restricts the Department from immediately publishing departmental procedures which in the determination of the Department are of an emergency nature.

## ARTICLE 39

### TUITION REFUND PLAN

#### A. Purpose.

1. To encourage and financially assist employees to continue their education so they may improve their job knowledge, skills, and capabilities in their present job and to prepare for advancement within City employment.
2. To assist City, through employee development, in achieving maximum use of human resources in attaining Departmental objectives including Equal Opportunity goals.

#### B. Eligibility Rules.

1. Eligible employees will be reimbursed one hundred percent (100%) of tuition and fees for textbooks and supplies under certain conditions, up to a limit of \$1,000.00 per fiscal year. Reimbursement will be made for professional and technical courses offered by accredited colleges, universities, business, trade or correspondence schools, as part of an educational plan which has been approved by the Chief of Police or his or her designee.
  - a. Taxation of reimbursements will be made based on IRS regulations.
  - b. City Comptroller will be responsible for determining which reimbursements are taxable income in accordance with IRS regulations.
2. Tuition Reimbursement is an employee benefit, whereas attendance at training is available at Department Management's discretion. Tuition Reimbursement will not be available for related employee travel expenses.

Tuition Reimbursement course attendance must occur on the employee's personal time, not on City time. Travel costs are potentially reimbursable when related to attendance at training. Training may be attended on City time.

3. One day seminars are considered training and are ineligible for Tuition Reimbursement. A semester course can be paid for by Tuition Reimbursement.
4. Conditions under which reimbursement may be approved are as follows:
  - a. The course work must relate to the applicant's present position or must be beneficial to the employee's City related professional development, or must enhance career advancement potential within City, as follows:
    - 1) An improvement in skills or knowledge required by the present position;
    - 2) Preparing the employee for significant technological changes occurring in his or her City related career field;
    - 3) Preparing the employee for changes in duties due to the different use of a position or class;
    - 4) Preparing the employee for the assumption of new and different duties as a result of a recent promotional appointment;
    - 5) Preparing the employee for promotional opportunities within the employee's present career series with City, supported by a logical educational plan of accomplishment approved by the Chief of Police or his or her designee; or
    - 6) Preparing the employee for career-enhancing promotional opportunities or transfer opportunities into a different City career series.
  - b. An educational plan must be approved by the Chief of Police or his or her designee prior to course enrollment. This plan must include:
    - 1) Intended degree to be achieved or continuing professional education requirements to be satisfied;
    - 2) Major area of study;
    - 3) Core courses and number of electives required by the educational institution; or

- 4) Additional information as required by the Chief of Police or his or her designee.
- c. Reimbursement will be made for all core courses and for electives taken to fulfill degree requirements. Core courses should take priority, and the majority of them should be completed prior to enrolling in elective courses.
- d. Reimbursement will be made for courses taken to satisfy professional continuing education certificate and licensing requirements. These courses must directly relate to the employee's City career.
- e. Individual semester classes directly related to the employee's current position with City are potentially reimbursable.
- f. Requests for reimbursements must be approved by the Chief of Police or his or her designee before enrollment in the Course.
- g. Reimbursement will be made for tuition fees and/or required textbooks and a reasonable amount of supplies (as determined by the Chief of Police or his or her designee) verified by receipts upon completion of the course with a grade of at least "C," "Satisfactory," "Pass" (for Pass/Fail courses), or the equivalent. Reimbursement will be made within 90 days after all forms are properly completed and submitted.
- h. The employee must have completed six (6) months of City service in a budgeted City position prior to starting the course. Tuition Reimbursement is not available for hourly employees.
- i. The minimum amount of tuition reimbursement which will be approved for any employee is \$5.00 per course.
- j. The employee must not be receiving funds for the same course from any other source, such as scholarships, with the exception of Veteran's benefits.
- k. Tuition fees for City sponsored courses for which academic credit is granted by an accredited college or university will be reimbursable under this program, subject to the limits described above.

C. Requests and Reimbursement - Procedure.

1. An employee meeting the eligibility rules fills out the "Tuition Reimbursement Request Form" or CM-1578 or both, as required, "Request for Approval of Tuition Reimbursement," in four copies, prior to enrollment in the class. The form is available from In-Service Training Section. A central supply is maintained in City Operations Building - Store No. 4. The employee submits the original CM-1578, (Tuition Reimbursement Request

Form), and the Department Educational Plan for approval to In-Service Training prior to the class start date.

2. The completed form is presented to the employee's Chief of Police or his or her designee.
3. The In-Service Training Unit will manage the Educational Plan and submit a complete package to Financial Management for appropriate review, approval and submission to the Auditor for reimbursement payment. Two (2) copies of the completed package are retained at In-Service Training. The program manager (Administrative Aide II) keeps one copy; the other copy is retained in the employee's training file.
4. Upon completing the course, the employee will furnish the In-Service Training Section with the original receipts of payments made, and proof of passing grades or evidence of satisfactory completion.

D. Exceptions.

Department Management and POA agree to form a standing committee comprised of two (2) POA representatives and two (2) Department Management representatives to meet approximately twice yearly for the purpose of reviewing prospective exceptions and establishing an initial list of Tuition Reimbursement exceptions. Exceptions must receive prospective approval. Disagreements will be referred to the Human Resources Director and POA for discussion.

## ARTICLE 40

### FLIGHT PAY

- A. Those members of the Department who are authorized to fly the Department's aircraft and who are additionally designated as a "Primary Pilot" will receive approximately eleven and one-half percent (11.5%) of employee's base pay as special assignment pay. During the term of this MOU, there will be no less than two (2) primary pilots. **Effective the first full pay period in Fiscal Year 2019, Primary Pilot's special assignment pay shall increase to fifteen percent (15%) of employee's base pay.**
- B. Effective the first full pay period in Fiscal Year 2016, the City will provide up to \$5,000 tuition reimbursement for Tactical Flight Officer's (TFOs) who are actively working towards their pilot's license as a prerequisite to become an Airborne Law Enforcement ("ABLE") Pilot. This tuition reimbursement is subject to the conditions set forth in Administrative Regulations 70.30. **This tuition reimbursement is in addition to any tuition reimbursement available under Article 39 of this MOU. Total tuition reimbursement**

under these two Articles is \$6,000 per fiscal year. under Article 39. There is no guarantee that the Department will subsequently hire a TFO who is pursuing a pilot's license as an ABLÉ Pilot.

- C. Effective the first full pay period in Fiscal Year 2019, TFOs will receive specialty pay equal to five percent (5%) of employee's base pay.
- D. Effective the first full pay period in Fiscal Year 2019, Sergeants assigned to the unit who are receiving neither TFO specialty pay nor Primary Pilots pay will receive 5% Administrative Assignment Pay.
- E. Any officer relieving a primary pilot will also receive flight pay for the period served in that capacity.
- F. Air Support Trainers will receive approximately three and one-half percent (3.5%) of employee's base pay.
- G. The cost of the required FAA pilot physical will be reimbursed by City.

#### ARTICLE 41

#### PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS (POBOR) PROCEDURES

##### A. POBOR.

1. The Parties hereto recognize that all members of the Police Unit and Police Management Unit are covered by the provisions and decisional interpretations of the POBOR.
2. Officers may, with the approval of POA Board of Directors, bring an action in Superior Court without exhausting the administrative remedies described in this Article, in those instances where it is alleged that a specific violation of the POBOR has occurred and it is alleged that the remedies contained in this Article are inadequate.

##### B. Definitions.

For purposes of this Article, the following definitions apply:

1. "Punitive action" means those actions which may directly lead to dismissal, demotion, suspension, reduction in salary, written reprimand, written warning, transfer for purposes of punishment, or an evaluation in which the employee is not meeting performance standards.
2. "Interrogation" means any inquiry concerning the actions or conduct of an officer which may lead to punitive action or criminal allegation.

3. "Investigation" means the process of conducting an inquiry or inquiries into the actions or conduct of an officer or officers from the moment it is reasonably apparent that the inquiry or inquiries may lead to punitive action or criminal allegations directed toward an officer or officers.

C. Civil Service Appeals.

1. Officers may, in addition to other rights to administrative appeals and hearings set out in this MOU, appeal any punitive action which is covered by provisions of City Civil Service Rules to the Civil Service Commission in accordance with those rules.
2. Where a punitive transfer action has taken place in conjunction with a disciplinary action over which the Civil Service Commission has jurisdiction, the Parties to this MOU agree that the Commission may rule on the propriety of the matter before it and that the Department will be bound on the matter of the punitive transfer by the findings of the Civil Service Commission.

D. Investigations.

1. Any officer or officers under investigation will receive at least three (3) working days notice prior to an interrogation except where a delay will hamper the gathering of evidence as determined by an Assistant Chief. At the time an officer is advised that an interrogation is planned, the officer will be advised of the subject of the interrogation and told that he or she has a right to obtain representation.
2. The actual scheduling of the interrogation is subject to the reasonable accommodation of the schedules of the subject officer and his or her representative.
3. Investigations of shooting incidents involving officers and any incident involving the actions or conduct of an officer or officers where personnel from the Internal Affairs Unit are called to the scene of the incident will be reported to POA immediately. POA will provide a telephone number to the Department and it is the responsibility of the duty lieutenant to telephone POA's number and report the general nature of the incident.
4. Officers who are removed from the normal duties of the job during the pendency of an investigation will not be removed for longer than thirty (30) calendar days except where the business necessities of the Department require the removal from duties to extend beyond thirty (30) days. If the investigation requires an extension, the involved officer has the right to a hearing before an Assistant Chief concerning the business necessities alleged and will have the opportunity to argue and present evidence to contradict those business necessities. This hearing is an informal opportunity for the

officer to present to the Chief of Police or his or her designee of not less than the rank of Assistant Chief regarding why the extension should not be granted. This is not to be confused with the evidentiary hearing afforded officers pursuant to the POBOR for punitive action.

**E. Intra-Department Hearings.**

**1. Scope.** The intra-departmental hearing procedures described in this MOU are available to officers as follows:

- a.** Dismissal;
- b.** Suspension;
- c.** Demotion - in rank or classification;
- d.** Reduction in compensation (as defined in Personnel Manual Index Code L-2); does not include loss of overtime due to transfer or loss of a take-home car due to assignment);
- e.** Written reprimand;
- f.** Written warning;
- g.** Performance evaluation in which the employee is not meeting performance standards; or
- h.** Punitive Transfers.
- i.** Officers entitled to appeal any action to the Civil Service Commission will retain that right notwithstanding the use of intra-departmental appeal procedures and may elect either or both procedures without prejudice to the other.
- j.** The intra-department hearing procedures are available only to officers who have permanent status with City. For probationary officers, see Article 41.I below.

**2. Procedure.** Hearings regarding punitive actions will be conducted as follows:

- a.** The hearing officer will be the Chief of Police or his or her designee of not less than the rank of Assistant Chief, except that for hearings regarding notes of counseling and written warnings not brought by a Police Captain, a Police Captain may be the designated hearing officer. The hearing officer cannot be an individual who had a role in the original decision to take punitive actions.
- b.** Each officer requesting to appeal a matter has ten (10) working days to file an appeal with the office of the Chief of Police.

- c. The appeal hearing will be recorded in a manner that permits a transcript to be made. All parties will have access to the original recordation, a duplicate copy and any transcript.
- d. The officer has the right to present evidence, cross-examine witnesses, and require the attendance of any witnesses who are city employees.
- e. At the conclusion of the hearing, the hearing officer will render a written decision which states the facts found to be true and the decision of the hearing officer based upon those facts.
- f. Officers who have reached permanent status may appeal a decision of the hearing officer in matters set out in section E.1.d and E.1.e of this Article, to the Human Resources Department within ten (10) working days of receipt of the decision. Such appeal will consist solely of a review of the written record and/or audio tapes developed at prior steps of the appeal. Mayor or his or her designee, the Human Resources Director, will issue findings within thirty (30) working days of receipt of the full and entire appeal package.

3. Denial of Promotion on Grounds Other Than Merit.

a. General Guidelines.

- 1) In every promotional process there are more qualified candidates than there are available positions for promotion. This Article is not intended to address the inevitable non-promotion of an otherwise qualified candidate for which there is no right of appeal under this Article.
- 2) During the promotional process, the Chief of Police will receive a list of certified candidates who are eligible for promotion from City Personnel Department. All candidates on the certified list are considered equally qualified for purposes of promotion. The Chief of Police has complete discretion to select anyone from the certified list. It is acknowledged that the entire promotional process is merit based.
- 3) Any officer denied promotion on grounds other than merit may appeal the denial through the process set out in this MOU. However, the fact that an otherwise qualified candidate whose name appeared on the certified list was not selected is not, in and of itself, a ground for appeal. Officers not on the certified list have no standing to appeal under the Article.

F. Prima Facie Case.

Prior to any appeal being heard, a written appeal will set forth a prima facie case stating the grounds the appellant was given as the reason for non-selection



denied a promotion on grounds other than merit. The written appeal must be submitted to the Chief of Police's office within twenty (20) working days of the alleged violation. In order to meet the threshold prima facie showing for an appeal hearing, the appellant must make specific factual assertions of conduct, other than matters over which the Appointing Authority has discretion in making selections based on merit, which if true, would violate appellant's protected rights. The initial determination of whether a prima facie case has been sufficiently stated will be determined by the Chief of Police or his or her designee not lower than the rank of Assistant Chief with a written decision issued within twenty (20) working days from submission of the appeal. However, a decision denying an appeal hearing based on an insufficient prima facie case may be appealed to the Human Resources Department. The appeal will be submitted to the Human Resources Department in writing within ten (10) working days of receipt of the denial.

G. Denial of Promotion Hearing.

1. The Department will maintain a record of the hearing and provide appellant with a copy of any written or audio recording. The cost of a court reporter will be at the expense of the party requesting the reporter.
2. The hearing is limited in scope to the specific factual assertions made in the appellant's written prima facie showing. The appellant has the right to call and examine witnesses and present evidence. Prior to the hearing, the appellant will provide the hearing officer with a proposed witness list. The hearing officer will preside over the hearing and has authority to rule on the appropriateness and relevance of witnesses to be called, the admissibility of evidence and all other procedural matters.
3. The hearing will be heard by the Human Resources Department.
4. The hearing officer will issue findings of fact and a decision within thirty (30) days of the hearing to deny the appeal or to grant an appropriate and lawful remedy.

H. Other Negative Material.

1. Any officer who has material negative to his or her employment relationship or a performance evaluation containing negative comments (other than a Supplemental Performance Report) placed in his or her personnel file may appeal the placement of the adverse material to a ranking officer of not less than the rank of Captain.
2. Personnel Files. Any employee who has any material adverse to his or her employment relationship placed in a personnel file will be allowed to file a complete written response to the material within thirty (30) calendar days of being notified of its placement in the file. The Department will notify an

individual of the placement of the material in the file by certified mail within thirty (30) calendar days of its placement. If the Department fails to notify, the material will be considered void and removed from the personnel file. The rights to protection of the personnel file established in this MOU survive the termination of the employee should such material be placed into the file without the knowledge of the employee or after his or her termination.

3. For the purposes of this section and this Article, "Personnel file" will mean any file or repository of material kept for the purpose of making employment related decisions concerning an officer.

I. Separation of Probationary Employees.

1. Within fourteen (14) calendar days after the Department separates a probationary employee, unless extended by mutual agreement, the Department will provide one informal and non-evidentiary post-separation hearing, to be conducted by an Assistant Chief or his or her designee. A reasonable number of witnesses may be presented. The Department will serve the decision within seven (7) calendar days. There is no appeal from the Department's decision at this hearing, and the Department's decision is not subject to the Grievance Procedure.
2. Upon separation of a probationary officer who is terminated for less than satisfactory performance or failure to meet employment standards, City will release to any person or entity seeking information only the name of the officer, the dates of employment, classification and "failed probation." The only exception will be proper process of the court and a waiver signed by the affected employee. Such separation will not be considered disciplinary in nature.

J. Other Policies, Practices and Procedures.

1. During the term of this MOU, no policies, practices or procedures of City or the Department which affect wages, hours, or other terms and conditions of employment and which specifically affect investigations, or the procedures for conducting appeals and hearings will be changed in any way without the mutual agreement of the Parties.
2. During the term of this MOU, City agrees not to implement or adopt any changes in policy or procedure which adversely affects or diminishes the procedural or substantive rights of officers contained in this Article, the Personnel Manual, the San Diego Charter (Charter) of City, any applicable state or federal law, or the Constitutions of the State of California or the United States except by mutual agreement of the Parties.

K. Miscellaneous Provisions.

1. Conformity with POBOR. All provisions of this Article are to be read to expand or complement rights which officers enjoy under the POBOR. The Parties to this MOU do not intend to limit or reduce those statutory rights in any way.
2. Formal reprimands without further penalty more than two (2) years old, and those with additional penalty more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions except as to disciplinary actions, when the reprimands show patterns of specific similar police misconduct as defined in the Departmental Rules and Regulations and Department Instructions. All officers will have the right to review their Departmental and Divisional Personnel Jackets and identify all the documents. Upon concurrence of the commanding officer that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the officer. The envelope will be placed in the officer's Department personnel file and will be opened only in the event the officer is subject to discipline in the future.
3. Upon the adoption of this Article, the appropriate provisions of policies, practices, and procedures of City and Department will be amended to conform with this MOU. If City or Department fail to make appropriate amendments to policies, practices, or procedures or if the policies, practices, or procedures conflict with this Article, this Article will prevail.

**ARTICLE 42**

**COPIES OF THE MOU**

POA may obtain copies of this MOU from City by reimbursing City for their cost. This MOU will be posted on City's website in a location easily accessible to all POA Members.

City agrees to send electronic link to the POA MOU to the Police Department and the Department will email the link out to all Officers.

**ARTICLE 43**

**SENIORITY**

- A. Seniority. Seniority will be computed according to the length of last continuous service in the class of the class, or of an equal or higher ranking class. Ties will be broken by first considering the length of total City service, and then at the discretion of the Appointing Authority.

- B. Job Rights. Subject to the provisions of Rules VI and IX, a permanent employee whose layoff is imminent will have the right of transfer to any vacant position in the same class or subdivision thereof in any other department. If there is no such vacancy, said employee will have the right of competition for retention in equal and the next successively lower classes in which he or she has served satisfactorily. The Parties acknowledge that there are no "subdivision" classifications in this bargaining unit.

## ARTICLE 44

### RETIREMENT

The following Paragraphs A and C are included in this MOU for historical purposes only and have no force and effect during the term of this MOU.

- A. Federal law mandates that all employees be covered by a qualified retirement plan or by Social Security effective July 1, 1991. This impacts the classification of Police Recruit as Police Recruits do not participate in any retirement system while in the Academy. Due to this mandate, it is agreed for the classification of Police Recruit that participation in a version of the Supplemental Pension Savings Plan is mandatory until becoming sworn and being enrolled in City Retirement System.
- B. Effective July 1, 2013, Police Recruits participate in the SPSP-H Plan, as amended by the City Council by Ordinance 0-20275, adopted July 19, 2013, until they are sworn officers and become eligible for the defined benefit plan.
- C. 1981 Pension Plan: Effective July 1, 1991, for the purpose of benefit calculation only, the 1981 Plan service will be made equivalent to San Diego City Employees' Retirement System (SDCERS) service.
- D. Internal Revenue Code section 414(h)(2).

Beginning July 1, 1993, City agrees to implement Internal Revenue Code section 414(h)(2) for all members in the unit, allowing employee contributions to the Retirement System to be made pre-tax, contingent upon "safe harbor" limitations not being exceeded.

- E. 1997 Benefit Changes.

The following paragraph E.1. is provided solely for historical purposes and has no effect. City and POA, having met and conferred, have agreed to benefit improvements to San Diego City Employees Retirement System (SDCERS). The City Council has approved these changes by adoption of Ordinance No. O-18383 Adopted on February 25, 1997, and Ordinance No. O-18392 on March 31, 1997; subsequently the improvements were approved by a majority vote of System Members in April 1997. Those changes include the following:

1. Effective August 1, 1997, a Retiree Health Benefit is established for eligible retirees. A Health Eligible Retiree is any retired Member who: (1) was on the active payroll of City on or after October 5, 1980; (2) retired on or after October 6, 1980 but before April 1, 2012, and (3) is eligible for and is receiving a retirement allowance from the Retirement System.
  - a. Health Eligible Retirees may choose to participate in a City-sponsored health insurance plan or any other health insurance plan of their choice. The Retirement System will pay or reimburse the applicable Medicare-eligible or non-Medicare eligible retiree-only premium up to but not to exceed the cost of the retiree-only premium for the highest cost HMO plan which is also a City sponsored health insurance plan made available to Health Eligible Retirees.
  - b. Additionally, the Retirement System will reimburse the Part B Supplemental Medical Expense Premium for those Health Eligible Retirees enrolled in Medicare.
  - c. City agrees that it will not diminish the benefits contained in its current retiree HMO plans without mutual agreement with the exclusive bargaining representatives; nor convert to a blended premium for active employees and retirees without mutual agreement with the exclusive bargaining representatives.
2. The Disability Income Offset provision is eliminated. There will be no reduction of retirement benefits if the retiree has other income.
3. A five-year purchase of service credit provision is established effective January 1, 1997 for employees hired before July 1, 2005. Under this provision, the eligible Member may purchase up to five years of service credit by paying both employee and employer contributions in an amount and manner determined by the San Diego City Employees' Retirement System Board to make the System whole for such time. In addition, eligible Members retiring on or after January 1, 1997, may purchase probationary periods, military and veterans code leaves, waiting periods for the 1981 Pension Plan, actual time worked hourly or part time, special leaves without pay occurring prior to January 1, 1997, the difference in time between part time and full time prior to January 1, 1997, long term disability, vocational rehabilitation maintenance (VRMA) and temporary total disability (TTD), FMLA periods, special leaves of absence with job to be saved periods and any preceding reinstatement by the Civil Service Commission following a termination appeal.
4. A Deferred Retirement Option Plan (DROP) is established effective April 1, 1997. DROP provides an alternative form of benefit accrual while allowing a Member to continue working for City. During the DROP period, a DROP Member retains all rights, privileges and benefits of being an active City

employee, except as specifically modified in the DROP Plan (SDMC Chapter 2, Article 4, Division 14), and is subject to the same terms and conditions of employment including disciplinary actions up to and including termination. The Member continues to be eligible for the active employee Flex Benefits Program for the classification and is not eligible for "retiree" health benefits until the Member terminates City employment. Under DROP, a monthly service retirement allowance along with any COLA increases, Supplemental Benefit checks and any adjustments to such payments applicable to retirements effective on the date the Member entered the DROP are credited to the member's DROP Account in the SDCERS Trust Fund. These SDCERS benefits are calculated as if the Member were retiring on the date the Member enters the DROP. The Member's contributions to the Retirement System cease. The Member and City each contribute 3.05% of the Member's salary each pay period that the Member participates in the DROP. The Member's contribution is made on a pre-tax basis pursuant to Internal Revenue Code section 414(h)(2). These amounts are credited to the Member's DROP Account in the SDCERS Trust Account, and are distributed to the DROP participant upon termination of employment. No withdrawals may be made from the DROP Account until the Member terminates City employment. Interest is credited to the Member's DROP account at a rate determined by the SDCERS Board. The Member is one hundred percent (100%) vested in his or her DROP Account from its inception.

A DROP participant who becomes disabled may apply for conversion of their deferred retirement allowance to a disability retirement allowance calculated at the date of entry into the DROP, and the employee will retain all of the DROP and matching contributions. A Member who participates in DROP irrevocably designates a specific consecutive period of months for participation, not to exceed 60 months. The Member must terminate City service at the end of the designated period.

At the completion of the DROP period, and after the Member terminates City employment, the DROP account will be distributed as a lump sum, or in any other manner permitted by the IRS as soon as those options are developed by the Retirement Administration.

5. For retirements effective on or after January 1, 1997, the 50% continuance is available to the spouse to whom the Member was married on the date of retirement. The requirement that the member be married to his or her spouse at least one year prior to retirement for the spouse to receive the 50% continuance is eliminated.
- F. A retirement allowance cap of ninety 90% of Final Compensation (high one year salary) is established for eligible Police Safety Members, except as provided in paragraph I below.

**G. 2000 Retirement Benefit Changes.**

City and POA, having met and conferred, and having participated in the settlement of a class action lawsuit challenging the calculation of "compensation earnable" have agreed to benefit changes to SDCERS. The benefit changes resulting from this class action settlement were approved by the CERS active and retired membership in June, 2000.

**1. Formula Change for Calculation of SDCERS Monthly Retirement Benefit.**

The Retirement Calculation Factor to be applied to the Police Safety Member's high one year salary at specified ages may be increased from the current levels to those shown below for all retirements effective on or after July 1, 2000, if the Police Safety Member selects this option.

Retirement Age	Factor effective 1/01/97-6/30/00 [Current]	Factor effective 07/01/00 [New]
50	2.50%	3.00%
51	2.60%	3.00%
52	2.70%	3.00%
53	2.80%	3.00%
54	2.90%	3.00%
55+	2.99%	3.00%

Member Option: Pursuant to the class action settlement, a Police Safety Member hired before July 1, 2009, may choose, upon application for retirement, one of the following two options:

- a. The Retirement Calculation Factor in effect on July 1, 2000 with no change in the Police Safety Member's Final Compensation OR
- b. A 10% increase in the Police Safety Member's Final Compensation, with the Police Safety Member's Unmodified Service Retirement Allowance calculated using the Retirement Calculation Factor in effect on June 30, 2000.

This election must be made with SDCERS at the time of application for retirement.

2. Police Safety Member's SDCERS Contribution Rate Change.

- a. The following paragraphs 2.b. through 2.c. are included in this MOU for historical purposes only and have no force and effect during the term of this MOU.
- b. On July 1, 2001, Police Safety Members' contribution rates to SDCERS will be increased by 0.53%.
- c. Effective July 1, 2000, Police Safety Members' Contribution rates will increase by an additional 0.16% to pay for the cost of providing the choice of Retirement Calculation Factors described above. The additional 0.16% increase will be paid from the Employee Benefit Reserve described in San Diego Municipal Code section 24.1507 until the Reserve is exhausted.

3. Eligibility for Industrial Disability Retirement Change.

- a. A Police Safety Member may be eligible for an industrial disability retirement if it has been medically determined that the Police Safety Member has become psychologically or mentally incapable of performing his or her normal and customary duties as a result of a violent attack on the member with deadly force, such as a shooting or stabbing that causes great bodily injury, and that resulted in a nervous or mental disorder. This provision will sunset on June 30, 2010, and no such applications may be made after that date.
- b. City agrees to take the following actions necessary to restore Section F.3.a:
  - 1) Step 1. Contact SDCERS and request a Charter Section 143.1 vote of the Members.
  - 2) Step 2. Upon a successful vote under Step 1, initiate a Charter Section 143.1 vote of the electorate for the June 2016 election or the next Citywide election whichever is sooner.
  - 3) Step 3. Implement change after necessary Municipal Code provisions have been adopted by City Council.

H. 2003 Benefit Changes.

This paragraph is included in this MOU for historical purposes only and has no force and effect during the term of this MOU.

Effective July 1, 2003, City agrees to amend the Municipal Code to provide Safety Member retirement status for Police Recruits on day one of the police academy.



I. 2009 Benefit Changes.

1. A Safety Member, who is employed as a sworn officer of City Police Department and is hired by City on or after July 1, 2009 but before July 1, 2013, will not be entitled to a Retirement Calculation Factor of 3% unless and until the Safety Member reaches age 55 with at least ten years of Creditable Service. A Safety Member, who is employed as a sworn officer of City Police Department and is hired by City on or after July 1, 2009, will have the option to retire at age 50 after 20 years of Creditable Service with a proportionately reduced Retirement Calculation Factor, as set forth in the following table.

Retirement Age	Factor effective 07/01/09 for sworn City Police Officers hired on or after July 1, 2009
50	2.50%
51	2.60%
52	2.70%
53	2.80%
54	2.90%
55+	3.00%

2. Effective July 1, 2009, interest will be credited to a POA Member's DROP account at a rate determined by the SDCERS Board.

J. New Retirement Factor Computation for Safety Members, Hired On or After January 1, 2012 but before July 1, 2013, as sworn officers of City Police Department.

A Safety Member, who is employed as a sworn officer of City Police Department and is hired by City on or after January 1, 2012, will not be entitled to a Retirement Calculation Factor of 3% unless and until the Safety Member reaches age 55 with at least ten 10 years of Creditable Service. A Safety Member, who is employed as a sworn officer of City Police Department and is hired by City on or after January 1, 2012, will have the option to retire at age of 50 after 20 years of Creditable Service with a proportionately reduced Unmodified Service Retirement Allowance, as follows: Retirement Calculation Factor is 2.5% at age 50; 2.6% at age 51; 2.7% at age 52; 2.8% at age 53; 2.9% at age 54; and 3.0% at age 55. For purposes of determining retirement allowance for these Safety Members, "Final Compensation" will be defined as the average of the Safety Member's three highest years of Base Compensation at any time during his or her Membership in the System.

**K. Benefit Changes After July 1, 2013.**

Effective July 1, 2013, Police Recruits will receive a defined contribution retirement plan, the SPSP-H Plan, which is being used as an Interim Defined Contribution Retirement Plan for benefited employees while the City negotiates a permanent plan. The mandatory employee and matching employer contributions are 11% of compensation. Under this plan, employee contributions are post-tax and both employer and employee contributions are immediately 100% vested. Once a Permanent Defined Contribution Retirement Plan is in place for new benefited employees, eligibility for any death and disability benefits offered for employees in the permanent plan will apply retroactively to July 1, 2013.

Effective July 1, 2013, the maximum amount of retirement benefit payable to a sworn police officer, who is hired on or after July 1, 2013 and who is a participant under the Defined Benefit Pension Plan, shall be an amount equivalent to 80% of the average of the participant's highest consecutive 36 months of Base Compensation at age 55 as defined by Section 70.1. The maximum set by this provision shall decrease by 3% for each year that the participant retires before age 55.

**L. Elimination of Cost of Living Annuity Benefit for POA Bargaining Unit Members Hired On or After August 1, 2012.**

As provided in SDMC section 24.1507(c), employees in POA bargaining units initially hired after July 31, 2012 are not eligible or required to make "cost of living annuity contributions" to the Retirement System, as defined in San Diego Municipal Code section 24.1507, and will not be eligible to receive the cost of living annuity when they retire.

**M. Other Benefits**

1. The surviving spouse of a Member who is killed while in the performance of duty is entitled to continued health coverage as provided in California Labor Code Section 4856. (Please refer to Article 67, Line of Duty Death).
2. The modified special death benefit provided to the surviving spouse of a Member killed in the line of duty is amended to eliminate the requirement that the benefit be discontinued if the spouse remarries. Any benefit terminated to such spouse as a result of remarriage will be reinstated effective January 1, 1997.

**N. Retiree Health Benefits**

Notwithstanding any provision in this MOU to the contrary, the retiree health benefits for employees who retire on or after April 1, 2012 are determined by the

City's MOU (including amendment with POA), which the City Council adopted by San Diego Ordinance O-20135 (February 17, 2012) and amended by San Diego Ordinance O-20173 (June 26, 2012), and Chapter 2, Article 9 of the San Diego Municipal Code.

## ARTICLE 45

### LONG TERM DISABILITY PLAN

- A. City will continue to offer a LTD Income Plan to eligible members of the Police Unit and Police Management Unit. This Article generally describes the benefits available under this LTD Income Plan. Specific provisions are set forth in the LTD Income Plan on file with City Clerk. To apply for this benefit employees must be disabled (unable to work as a result of injury, accident, illness or pregnancy), subject to medical disablement certification. Benefits do not start for thirty (30) calendar days from the date of disability and continue for the next twelve (12) months. The benefit is seventy percent (70%) of basic biweekly earnings, less all other income benefits while totally disabled. To qualify for benefits you must file a claim on an approved form available from the Risk Management or the Police Personnel Office. The claim must be submitted within sixty (60) days of disability date, or within sixty (60) days of the date an employee is first aware of the disabling condition. If a claim is denied, the employee may appeal the decision to Mayor or his or her designee within ten (10) working days.
- B. City agrees to meet and confer with POA prior to making any changes in this Plan.
- C. City will issue a RFP to fully insure and administer the LTD Program by an outside vendor. The parties will meet and confer over any impacts as a result of the implementation a new LTD program.
- D. **The parties agree to continue to meet and confer over City's LTD Program and administration of the program by an outside vendor.**

## ARTICLE 46

### REOPENERS

- A. The provisions of this MOU, together with those provisions of wages, hours and other terms and conditions of employment subject to meet and confer currently in existence and not changed by this MOU will not be revised to adversely affect the employees in this unit during the term of this MOU.
- B. POA agrees that, should City introduce a proposal to amend Charter in a manner that would change the reporting relationship of the Personnel Director

from the Civil Service Commission to the Mayor, that POA will promptly meet and confer, at any time during the term of this MOU, regarding any aspects of that proposal that would affect wages, hours, or other terms and conditions of employment.

- C. Any claim of a violation of this provision will be pursued solely through the grievance procedure.
- D. Nothing in this MOU affects or impairs the rights, if any, of City or POA granted pursuant to California Government Code section 3504.5.
- E. This Article does not apply to any policy, procedure, or practice established by a member of the unit which was not approved by a superior authority. Those policies, procedures and practices established by a member of the unit and known by an unclassified police manager are deemed to be approved.
- F. The Parties acknowledge that this Article in no way diminishes the exercise of Management's Rights as provided for in Article 9.
- G. Paragraph A of this Article does not apply to any enactment of any Police Review Board or Commission. However, the policies and procedures of this Board or Commission are subject to meet and confer to the extent required by the MMBA.
- H. Department Management and POA agree to meet and confer on issues regarding the qualifications for an industrial disability requirement and related issues which are subject to meet and confer. The meet and confer will commence upon request of POA.
- I. The parties acknowledge that four of the City's recognized employee organizations have filed a consolidated unfair labor practice charge with the California Public Employment Relations Board (PERB) related to Proposition B (PERB litigation). The parties acknowledge that the City and the four employee organizations involved in the PERB litigation have the right, under California Government Code section 3509.5 and other applicable law, to exhaust all appeals if aggrieved as a result of a final decision by PERB. This right includes filing a writ of extraordinary relief with the California Court of Appeal and taking any other action in any court of competent jurisdiction that is authorized by law. Nothing in this MOU is intended to waive that right. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be unlawful or invalid, in whole or in part, the parties to this MOU agree to reopen negotiations, upon request by a party, on that provision or aspect of Proposition B declared to be unlawful or invalid. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be lawfully adopted, the parties to this MOU agree to reopen negotiations, upon request by a party, on any provisions or aspects of Proposition B not yet

implemented. The parties agree that, regardless of the outcome of the PERB litigation or exercise of this reopener, the provisions regarding limitations to base compensation and to other pensionable pay components set forth in Article 25 will remain in effect.

- J. At the request of either the City or POA during the term of this MOU, the parties will meet and confer over the implementation of a death and disability benefit for employees who are covered by the Interim Defined Contribution Plan.
- K. In the event either party desires to reopen the MOU and meet and confer in good faith for Fiscal Year 2019 and Fiscal Year 2020, it will serve upon the other its written request to commence meeting and conferring in good faith, as well as its written non-economic proposals by October 2, 2017. POA will submit its economic proposals no later than January 8, 2018. Upon receipt of the written notice and proposals, meet and confer over non-economic proposals will begin no later than November 6, 2017, and meet and confer over economic proposals will begin no later than January 22, 2018.
- L. The City agrees to notify POA by October 16, 2017 of its non-economic proposals and will submit its economic proposals no later than January 22, 2018. If federal or state governments take action that has a direct effect upon the areas which fall within the scope of representation, the City may submit proposals concerning these areas at later dates. Any terms and conditions of this MOU, not subject to this reopener provision shall remain in force and effect. The impasse hearing will take place in advance of the first reading of the salary ordinance for Fiscal Year 2018.
- M. The City will request the City Council to schedule an impasse hearing if necessary after 5:00 p.m. on a regular work day in order to permit POA Bargaining Unit members the opportunity to attend and testify.
- N. Unless otherwise agreed to, the parties agree that POA's final economic and non-economic offers are due by February 19, 2018 and the City's final economic and non-economic offers are due March 5, 2018. POA agrees to provide the City a written statement of its positions regarding any issues should there be impasse.
- O. The City will conduct or have conducted a total compensation survey of the largest municipal/government organizations within the County of San Diego, and within the State of California, as determined by the City. The City will have the compensation survey completed in time for the initiation of bargaining for the reopener in Fiscal Year 2019 and Fiscal Year 2020. The City will meet and consult with POA over the list of agencies it will use for the compensation survey.

**P.** By no later than October 3, 2016, the parties will reopen negotiations on health care benefits for current employees. The purpose of the negotiations will be to determine if modification to the current Flexible Benefit Plan can result in lower out-of-pocket expenses for current employees. The negotiations will proceed with a two-step process as follows:

Step 1, the City and POA along with the City's other five recognized employee organizations to conduct a joint study which will review and analyze healthcare related subjects including:

1. Current plans for all employees
2. Potential plan design changes
3. Number of plans available to employees
4. Health Reimbursement Arrangement Accounts (HRA Accounts)
5. Number of health care providers for employees
6. The Affordable Health Care Act
7. Use of Voluntary Employees' Beneficiary Association (VEBA)
8. Restrictions on employee's ability to opt out of coverage
9. Wellness Program

Step 2, the parties will then meet and confer over the issue.

**Q.** By no later than October 3, 2016, the City and POA will commence a Rewards and Recognition Study to evaluate the current rewards and recognition programs and policies within individual City departments, and meet and confer over a standardized Citywide Rewards and Recognition Program that promotes positive morale and recognizes employee excellence.

**R.** By no later than October 3, 2016, the City and POA along with the City's other five recognized employee organizations will begin to meet and confer over modifications to the City's Employee Relations Resolution contained in Council Policy 300-06 to comply with the Meyers-Milias-Brown Act as amended August 1, 2012.

## **ARTICLE 47**

### **PROBATION PERIOD**

All new employees will be subject to a twelve (12) month probation period which will commence upon appointment as a sworn member of the Department.

## ARTICLE 48

### WELLNESS

During the term of this Agreement, City will fund \$35,000 **on an annual basis** to be used for the maintenance or purchase of weight machines and/or similar equipment. The Parties will discuss and mutually agree on the expenditure of these funds through the Labor-Management Committee.

## ARTICLE 49

### TRANSPORTATION INCENTIVES

City intends to make modifications to the Transportation Alternative Program (TAP) during the term of this MOU. City agrees to meet and confer, as required by law, over any changes which have a significant or adverse impact to wages, hours, and other terms and conditions of employment. The specific changes are being drafted and will be presented to POA as soon as is practicable. Pending review of the changes, the following provisions will continue to apply:

- A. Employees who use the Concourse Parkade and pay on a monthly basis will be charged fifty percent (50%) of the prevailing general public monthly rate.
- B. Employees participating in the TAP will pay fifty percent (50%) of the public daily rate, for up to fifty-two (52) instances per year. Participation in this program is limited, and available on a first-come first serve basis.
- C. City will provide a seventy five percent (75%) reimbursement up to \$100.00 per month to those employees who wish to purchase monthly passes for transportation on the public bus, trolley, and commuter rail service. Transportation passes will be for the exclusive use of the employee/purchaser. City will provide an equal amount to employees who use the San Diego Bay ferry and to employees participating in a City approved vanpool program. Employees must use these subsidized transportation services to commute to and from work at least three days per week to be eligible for reimbursement. Payments for passes are made payable to City Treasurer no later than the 12<sup>th</sup> day of the current month for the next month's pass. Payment is loaded on to issued Compass Cards.
- D. City will provide reimbursement to employees who use the Concourse Parkade and carry riders. The rate of reimbursement will be calculated so that an employee who carries three riders will receive free parking.

## ARTICLE 50

### PREFERRED SHIFT SELECTION

- A. All uniformed police officers with twelve (12) or more years of service on the Department are eligible to receive their preference of shift assignment within the area in which they are working, provided the employee is meeting performance standards. There will be two (2) preferred shift officer positions per service area per watch in every patrol division, except Northwestern. Northwestern patrol division will have one (1) preferred shift officer per service area per watch. There will be two (2) preferred shift officer positions per watch in traffic division.
- B. All preferential assignments are considered permanent; however, the employee has the option of requesting a change in his or her preference of assignment to be effective at any shift change. Any request for preferred shift selection, either initially or for change, will be made in writing to the area captain at least thirty (30) calendar days prior to a shift change. Exercise of this privilege can only be made at a shift change or by command approval.
- C. While the employee may request a choice of area of assignment, it is the responsibility of the appropriate commands to assure that preferential shift assignments are designated equitably throughout all area commands.
- D. The Department will make reasonable efforts to allow each preferred shift position at least one shift that includes Saturday and Sunday off during the calendar year.
- E. It is the intent of the Chief of Police to keep this policy in effect as long as it is feasible to do so. This right may be revoked by the Chief of Police whenever it is deemed to be in the best interest of the Department.

## ARTICLE 52

### MODIFICATION AND WAIVER

- A. Reasonable written notice will be given to POA if affected by any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted or changed by City Council, Retirement Board, Civil Service Commission, or by Department Heads and Assistant Department Heads, and POA will be given the opportunity to meet with the appropriate body or person prior to adoption of any change, as required by law.
- B. In cases of emergency pursuant to Charter, when City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with POA, City Council or the board or commission of City responsible for the changes will provide such notice to POA and an



opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

## ARTICLE 53

### OVERPAYMENTS TO CITY EMPLOYEES AND REPAYMENT OF FUNDS

#### A. Overpayment.

1. If it has been discovered that an overpayment or unauthorized payment has been made to a City employee, it is the responsibility of the department to notify the employee in writing and supply the employee with the documentation used to determine the overpayment.
2. If the employee contends that any portion or the entire amount is not owed, he or she may request a meeting with the appointing authority to attempt to resolve the disagreement. If the dispute about the payment originates in another department, the employee has a right to request a meeting with the appointing authority in that department. The department will notify the employee that he or she may have a representative attend such meeting(s) with him or her. If the dispute regarding overpayment arises from the interpretation of a personnel regulation or administrative regulation, the employee may grieve this matter directly to the Department Head level.

#### B. Repayment of Funds.

1. An employee will pay no penalties, fees or interest as a result of the overpayment. The employee will have the right to select one of the three following options for the repayment of the funds:
  - a. Lump sum payment with the date mutually established by the employee and the department (lump sum payments must be made if the total amount due is five percent (5%) or less than the employee's biweekly salary);
  - b. Biweekly installment payments through payroll deduction (installment payments must be a minimum of \$10.00 and repayment must be completed within twenty six (26) pay periods); or
  - c. Any other repayment arrangement mutually agreed upon between City and the employee.
2. The final agreement on the repayment will be committed to writing, with the lump sum payment date, or the biweekly amount and the beginning and ending date of the installment plan identified. Disputes over repayment of

funds which were overpaid to an employee through no fault of the employee, will not be a factor in employee performance reports or discipline.

C. Referral to Collections.

A department may refer an employee to the Treasurer, Collections Section only when the employee, after being duly notified of the overpayment and having had the opportunity to review the relevant documentation, refuses to agree to a repayment of the amount owed. The employee will be notified of the referral and informed that the Collections Section will proceed with collection as it would for any other debtor.

**ARTICLE 54**

**CONDUCT OF ELECTIONS**

The Parties agree that POA may make use of intra-departmental mail systems and mail slots, from time to time, to conduct POA elections or votes on issues among its members. There will be no interference with the conduct of this POA business by management of the Department or City.

**ARTICLE 56**

**CORE INSTRUCTOR PAY**

All Core Instructors assigned to the Training Development Division will receive special assignment pay which is equal in salary range to Police Sergeant. Core Instructors will retain their current pay step in the higher salary range and would be eligible for merit increases at their normal review dates. Further, all Core Instructors would continue to be eligible to receive the training pay differential as outlined in Article 28.

**ARTICLE 57**

**DRUG AND ALCOHOL TESTING PROGRAM**

A random Drug and Alcohol Testing Program has been implemented and applies to all sworn personnel.

A. Procedures.

1. The Chief of Police or his or her designee will administer the Drug and Alcohol Testing Program.
2. All officers will be tested twice every eighteen (18) months by urinalysis, which will be screened for the presence of specific drugs.

3. The drug screening will be conducted to detect only the following drug groups:
  - a. Amphetamines/Methamphetamines (e.g. Speed, Crystal);
  - b. Benzodiazepines (e.g. Valium, Librium, Oxazepam, Serax, Dalmane, Ativan);
  - c. Barbiturates (e.g. Amobarbital, Butabarbital, Pentobarbital, Phenobarbital, Secobarbital);
  - d. Cocaine;
  - e. Methadone;
  - f. Ethanol;
  - g. Opiates (e.g. Codeine, Heroin, Morphine);
  - h. Phencyclidine (PCP);
  - i. THC (Marijuana); and
  - j. Hallucinogenics (e.g. LSD).
4. Officers will be assigned a confidential number for testing purposes. Numbers will be selected on a random basis, using a secured computer program.
5. Officers may provide appropriate documentation of legally-prescribed medications. The documentation will be included in the review of test results by the testing facility.

B. Sample Collection.

1. Medical Contractor's (MC) personnel will be responsible for obtaining the urine sample from the officer being tested.
2. MC's personnel will be available for test processing between 8:00 a.m. and 2:00 a.m. hours, five (5) days per week, to allow officers to be tested during normal work hours. (Hours vary at some MC locations.)
3. MC's personnel will not observe the officer as the sample is being given.
4. Officers to be tested will be notified at the start of their shift. They will present themselves for testing at the earliest possible time during the shift, and no later than four (4) hours after being notified that they are to be tested. Refusals or failures to complete the test as required will be referred by the Chief of Police or his or her designee to the Command for investigation and

appropriate discipline up to and including termination. Officers who fail to appear for testing will be scheduled to test their next working day.

5. At the MC's site, the officer being tested will:
  - a. Identify himself or herself by presenting his or her Department identification or California driver's license.
  - b. Complete requested paperwork.
  - c. Remove jackets, bags or other bulky items of clothing prior to entering the testing area.
  - d. Provide a urine sample.
    - 1) Officers will be required to stay within the MC's facility until the required sample is given.
    - 2) Sample must be at least 45 ml, the minimum amount required for testing purposes.
6. At the MC's site, the Medical Assistant (MA) will:
  - a. Have the officer wash his or her hands and provide the officer with a pair of gloves. Washing hands and wearing gloves is required when providing the specimen. Failure or refusal to do so will be documented by the MA.
  - b. Direct the officer being tested to a private lavatory.
  - c. Assure that the lavatory is secured in accordance with established City procedures.
  - d. Wait outside the lavatory for the sample.
  - e. Upon receipt of the urine sample, and in the presence of the officer, the MA will:
    - 1) Split the sample into two unused separate containers which will be referred to as test sample and control sample.
    - 2) Seal the containers.
  - f. Complete the appropriate chain-of-custody forms for the samples.
  - g. Refrigerate both the test sample and the control sample until the samples are picked up by the laboratory courier.

### C. Screening Procedure.

1. The initial screening of all collected samples will generally be conducted within forty-eight (48) hours of receipt by a City-designated Laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).
2. Initial screening of urine samples will be conducted using a testing methodology based primarily upon an "Enzyme Immunoassay" or other testing methodology of equivalent quality and acceptability.
3. If a confirmation test is required, it will be conducted by Gas Chromatography/Mass Spectrometry (GC/MS) testing or other testing methodology of equivalent quality and acceptability.
4. Upon receipt of a sample for testing, the designated laboratory will:
  - a. Check the container to ensure it is not damaged, and that the seal is intact.
  - b. Complete the appropriate chain-of-custody forms for the sample.
  - c. Conduct the initial testing of the sample using an "Enzyme Immunoassay" technique or other testing methodology of equivalent quality and acceptability.
  - d. If the sample tests "negative," all urine samples will be discarded.
  - e. If the sample tests "positive," a confirmation test will be performed for the specific drug or drugs found in the sample during the initial test.
  - f. If the confirmation test confirms the presence of drugs, any remainder of the test sample and the entire control sample will be retained in a locked freezer for a minimum of one (1) year.
  - g. If the confirmation test is "negative," the whole test will be considered negative and all urine samples will be destroyed.
5. Alcohol Test.
  - a. The standard for alcohol testing will be the converted urinalysis equivalent of a blood alcohol level of 0.02 percent.
  - b. An alcohol testing level of 0.02 percent will be treated as a "positive" result and may be cause for disciplinary action. Any measurable amount of alcohol will be cause for mandatory referral of the officer to City's Employee Assistance Program.

D. Reporting Test Results.

1. Test results will be provided to Personnel Department's Medical Program Administrator by the MC.
2. The officer will be notified of his or her test results in writing without delay.
3. If test results are positive, the Executive Assistant Chief of Internal Affairs will be notified, and will be responsible for initiating an investigation.

E. Independent Testing.

1. If the test results are positive, the affected officer has the right to require independent testing of the control sample. The request must be made to the Executive Assistant Chief of Internal Affairs by the officer within thirty (30) calendar days of receipt of the notice of drug test results indicating that the officer's drug test was positive and a representative from the Department is being contacted. The right of the officer to independent testing of the control sample includes:
  - a. The right to designate the laboratory, which must be a SAMHSA certified laboratory.
  - b. The right to designate the type of test to be conducted in order to identify substances that will cause a positive finding for the test sample.
  - c. The designation of the test to be performed will be communicated by the affected officer directly to the laboratory selected and is a confidential communication protected by the medical privacy privilege which extends to all communications between or on behalf of the affected officer and the independent test laboratory and its personnel. The privilege is waived if section F.2 is applicable.
2. If, in any proceedings involving an appeal from a notice of adverse action based upon a positive drug test sample, the employee intends to challenge the accuracy of the results of the test sample or intends to introduce into evidence, whether during direct examination, cross-examination, or rebuttal, any evidence whether testimonial or documentary which results from the affected officer's demand for independent testing, the affected officer will, without delay, and prior to any appeal hearing, including the Skelly meeting, furnish to the Department a copy of all reports setting forth the result of the testing of the control sample. If the reports are not provided prior to the Skelly meeting, the reports may not be used in any future appeal hearing.
3. If testing is done to confirm the presence of the drug or drugs identified in the original test, it will be done in accordance with SAMHSA's Mandatory Guidelines regarding Retesting of a Specimen, which provides the amount of sample necessary for a retest is not subject to a specific cut-off requirement

but must provide data sufficient to confirm the presence of the drug or metabolite.

4. The officer and his or her representative will make all necessary arrangements for transport and preservation of the control sample to the independent testing laboratory designated by the affected officer. He or she will first inform City's Random Drug Testing Coordinator, who in turn will initially contact City's Laboratory to provide for release of the sample to the officer's courier.
5. All costs associated with independent testing will be borne by the officer.

F. Program Records.

1. All drug testing information relating to individual officers is strictly confidential.
2. All records related to the Drug and Alcohol Testing Program will be maintained as directed by the Personnel Director.

G. Use of Test Results.

The Random Drug Testing Program is considered an administrative matter, and the results of this test will not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the Department will not be precluded from taking further action.

## ARTICLE 58

### CATASTROPHIC LEAVE PLAN

A. Purpose.

Establish a City-administered Catastrophic Leave Bank (Leave Bank) permitting City employees to assist other City employees who face extended leaves without pay due to a catastrophic occurrence in their lives. For the purpose of this plan, a "catastrophic occurrence" is defined as any event that would qualify the employee under the FMLA as determined by Mayor or his or her designee. Catastrophic Leave determinations are non-grievable.

B. Procedures.

1. The employee must have exhausted or expect to exhaust his or her accrued leave (to be verified by the Department payroll specialist), as a result of a qualifying event in order to establish a Leave Bank.

- a. If an employee is diagnosed as terminally ill, a Leave Bank may be established without meeting this requirement. In such cases, the donated leave will be paid out when the employee leaves work due to illness. A recipient's total annual leave balance, including donated leave cannot exceed 2080 hours.
    - b. The employee has received approval for an unpaid leave of absence from his or her Department Head.
  2. Requests to establish a Leave Bank for receipt of donations will be processed by the Human Resources Department.
    - a. An eligible employee will submit a completed "Request to Establish Catastrophic Leave Bank" form to the Human Resources Director, accompanied by:
      - 1) A medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work, or other appropriate documentation supporting the request in accordance with state and federal law.
      - 2) Evidence of the Department Head's approval of leave of absence.
  3. Donations of annual leave may be made to an employee eligible for catastrophic leave. The donor department will be billed for the dollar amount of the donor's annual leave donation.
    - a. Donations of leave will be strictly voluntary; the identity of Leave Bank donors will be held in absolute confidence.
    - b. Employees may only donate accrued annual leave.
    - c. Donations must be made in whole hour increments. There is no tax benefit to the donor.
    - d. Donors must have an overall annual leave balance of one-hundred and sixty (160) hours remaining after donated time has been deducted.
    - e. Once donated to an individual, donated leave cannot be reclaimed by the donor.
    - f. Employees wishing to donate time will complete a "Confidential Authorization for Catastrophic Leave Donation" form and submit it to their department Payroll Specialist, who will:
      - 1) Verify that the donating employee has the minimum required leave balance of one hundred sixty (160) hours;



- 2) Convert the donated time to dollars at the hourly rate of the donor and subtract the donated time from the donor's designated leave category; and
  - 3) Forward the donation authorization form to the Human Resources Director for tracking and submission to the City Comptroller.
  - 4) Donation authorization forms which do not contain all requested information will not be processed.
4. Upon receipt of donation authorizations, the City Comptroller will take the following action:
    - a. Convert donated dollars as computed above into hours at the hourly rate of the recipient, and add the donated hours to the recipient's annual leave balance. Recipient will be taxed for the leave when it is taken.
    - b. Retain a confidential file of donation authorizations.
    - c. All deductions (e.g. health premiums, parking, credit union, union dues, etc.) which have previously been authorized by the recipient will be made unless notified in writing by the recipient to cancel deductions.
  5. Donated time is treated as annual leave accrued by the recipient of the donation. Payments up to eighty (80) hours per pay period will be made to the recipient until the donated leave has been exhausted.
    - a. Donated time does not alter the employment rights of City or the recipient, nor extend or alter limitations otherwise applicable to leaves of absence or annual leave, except as noted in this Article.
    - b. Employees who are using donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual Index Code I-2, Annual Leave.

## **ARTICLE 59**

### **SIDE LETTERS**

Effective July 1, 2007, all side letters signed by both Parties not specifically referenced by the current MOU will expire and be of no further force and effect. The current MOU as printed will represent all agreements between POA and City. Effective July 1, 2015, any additional agreements must be made in writing between City and POA with the approval of the Mayor or his or her designee, the Human Resources Director, and the POA President or his or her designee.

## ARTICLE 60

### MILEAGE REIMBURSEMENT

"C" Mileage reimbursement will be paid in accordance with the current IRS Standard Mileage Rates for business reimbursement.

## ARTICLE 61

### SPECIAL PAY FOR ADMINISTRATIVE ASSIGNMENTS

Police Sergeants assigned to specialized administrative assignments as designated specifically by the Chief of Police will receive an additional five percent (5%) of their base rate, effective July 1, 2003.

## ARTICLE 62

### SHIFT DIFFERENTIAL

- A. Police Officer III's, Sergeants, Detectives, and Agents, who are assigned to Third Watch, or if the majority of their regularly scheduled work shift falls after 2100 hours will receive additional compensation of five point three percent (5.3%) of the employee's base rate. Police Officer III's, Sergeants, Detectives, and Agents, who are assigned to Second Watch or if the majority of their regularly scheduled work shift falls after 1800 hours will receive additional compensation of three point eight percent (3.8%) of the employee's base rate. In addition, the Lieutenants assigned to the Watch Commander's Office and Communications will be eligible for this shift differential.
- B. Police Officer II's ("A," "C," "D," and "E" Steps), Police Officer Is and Recruits who are assigned to Third Watch, or if the majority of their regularly scheduled work shift falls after 2100 hours, will receive additional compensation based on five point three percent (5.3%) of Police Officer II's ("E" Step) base rate. Police Officer II's ("A," "C," "D," and "E" steps), Police Officer I's and Recruits who are assigned to Second Watch, or if the majority of their regularly scheduled work shift falls after 1800 hours, will receive additional compensation based on three point eight percent (3.8%) of Police Officer II's ("E" Step) base rate.

## ARTICLE 63

### SPECIALTY PAYS

A. Community Relations Officers.

Community Relations Officers will receive additional compensation of three and one-half percent (3.5%) of employee's base rate while assigned as a Community Relations Officer.

**B. Emergency Negotiators.**

Emergency Negotiators will receive additional compensation of three and one-half percent (3.5%) of employee's base rate while assigned as Emergency Negotiators.

**C. K-9 Trainers.**

K-9 Trainers will receive additional compensation of three and one-half percent (3.5%) of employee's base rate while assigned as a K-9 Trainer.

**D. K-9 Officers.**

K-9 handlers assigned a dog will receive additional compensation of three and one-half percent (3.5%) of employee's base rate while assigned to the unit.

**E. Accident Investigation Bureau.**

Members of the Accident Investigation Bureau (AIB) unit who have successfully completed the POST Traffic Collision Reconstruction Course will receive an additional compensation of four percent (4%) of their base rate.

**F. Harbor Unit.**

1. Full-time members of the Harbor Unit will receive additional compensation of four percent (4%) of base pay, while assigned to the Harbor Unit.
2. Selected Harbor-trained officers who maintain their skill level through Department-paid training will continue to receive additional compensation of four percent (4%) of their base pay. The number of officers to receive this pay will be based upon the discretion of the Department Management.

**G. Trainer Pay.**

Officers working as trainers, as determined by the Chief of Police, while assigned as and performing the duties of a trainer in the manner specified by the Department will receive additional compensation of three and one-half percent (3.5%) of employee's base rate.

**H. Motorcycle Pay**

Members of the unit will receive an additional three and one-half percent (3.5%) of employee's base rate when assigned to two-wheel motorcycles.

**I. SWAT Pay**

1. Employees in the classifications of Police Officer II, Police Officer III, Police Agent, Police Sergeant, and Police Lieutenant assigned to the SWAT will

receive an additional three and one-half percent (3.5%) of employee's base pay.

2. SWAT officers that are members of the Special Response Team (SRT) will receive an additional three and one-half percent (3.5%) of employee base pay. Snipers will also be eligible to receive this additional pay.

## ARTICLE 64

### PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT

City agrees to include the following language of the POBOR Act in the MOU. The Parties enter into this MOU with the understanding that any legislative or case law changes to the POBOR made during the term of the contract will be applicable to the Parties but will not cause City to update this Article of the MOU, for purposes of republishing the MOU, during the term of the contract.

#### GOVERNMENT CODE

#### SECTION 3300-3312

3300. This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301. For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision (c), 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code. The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302. (a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303. When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the

interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.
- (b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.
- (c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
- (d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.
- (e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- (f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:
  - (1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department

is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572.

- (2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.
  - (3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.
  - (4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.
- (g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.
- (h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.
- (i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters. This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other

public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

- (j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304. (a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

- (b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

- (c) No Chief of Police may be removed by a public agency, or appointing authority, without providing the Chief of Police with written notice and the reason or reasons therefore and an opportunity for administrative appeal. For purposes of this subdivision, the removal of a Chief of Police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons." Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

- (d) (1) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed discipline by a Letter of Intent or Notice of Adverse Action

articulating the discipline that year, except as provided in paragraph (2). The public agency shall not be required to impose the discipline within that one-year period.

- (2)(A) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- (B) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- (C) If the investigation is a multi-jurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
- (D) If the investigation involves more than one employee and requires a reasonable extension.
- (E) If the investigation involves an employee who is incapacitated or otherwise unavailable.
- (F) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- (G) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (H) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.
- (e) Where a pre-disciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
- (f) If, after investigation and any pre-disciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.
- (g) Notwithstanding the one-year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:



- (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
  - (2) One of the following conditions exist:
    - (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
    - (B) The evidence resulted from the public safety officer's pre-disciplinary response or procedure.
- (h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (f) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.
- 3304.5. An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.
3305. No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.
3306. A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.
- 3306.5.
- (a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.
  - (b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof

available within a reasonable period of time after a request therefor by the officer.

- (c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.
- (d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

3307.

- (a) No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.
- (b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5.

- (a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308. No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309. No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5.

(a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to him or her by this chapter.

(b) Nothing in subdivision (h) of Section 111181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.

(c) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.

(d) (1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court

shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary injunction, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.

(2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the party's attorney, or both pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.

- (e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.

3310. Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

3311. Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation

under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

3312. Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:

- (a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.
- (b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.
- (c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.

3313. In the 2005-06 fiscal year, the Commission on State Mandates shall review its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim and make any modifications necessary to this decision to clarify whether the subject legislation imposed a mandate consistent with the California Supreme Court Decision in San Diego Unified School Dist. v. Commission on State Mandates (2004) 33 Cal.4th 859 and other applicable court decisions. If the Commission on State Mandates revises its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim, the revised decision shall apply to local government Peace Officer Procedural Bill of Rights activities occurring after the date the revised decision is adopted.

## **ARTICLE 65**

### **EMPLOYEE ORGANIZATIONAL LEAVE**

The Parties agree to reopen negotiations on the issue of Employee Organizational Leave after further legal analysis on the tax limitations on this proposal and after the Parties agree on how POA will fund it.

## **ARTICLE 66**

### **LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee is hereby created, which will consist of the President of POA and his or her designee, and two (2) Board members of POA, and two representatives designated by the Chief of Police, and the Human Resources

Director or his or her designee. The Committee will meet quarterly for the purpose of informally resolving open issues, and improving communication between the parties. Any agreements reached at the Committee meetings will be reduced to writing and signed off by parties.

## **ARTICLE 67**

### **LINE OF DUTY DEATH**

City will pay for the reasonable burial and interment expenses for the family of any officer killed in the line of duty, not to exceed \$5,000.00. City will also provide an additional \$5,000.00 to the family of an officer killed in the line of duty, to use at their discretion. City will pay for the highest cost HMO health plan for the surviving spouse and eligible dependents of any officer killed in the line of duty by external violence or physical force, or as a result of an accident or injury caused by external violence or physical force and suffered in the line of duty.

## **ARTICLE 68**

### **EFFECT OF MOU**

This MOU has no effect or impact on any litigation pending between POA and City, or any other current litigation concerning its members (including former members) or their rights. This MOU has no effect or impact on any pending claims, including denied claims where the statute of limitations has not run.

## **ARTICLE 69**

### **BEREAVEMENT LEAVE**

Paid Bereavement Leave of up to five (5) days is available for use during each fiscal year of this MOU upon the death of an employee's spouse, father, mother, brother, sister, son, daughter (son or daughter to include: step-, foster, or adopted), or state-registered domestic partner, with a limit of one eligible death per fiscal year. Proof of death (death certificate, obituary, funeral program, etc.) must be provided before an employee can be paid for Bereavement Leave, which is in addition to Annual Leave and must be submitted within thirty (30) calendar days of when the employee returns to work.

## **ARTICLE 70**

### **AGENCY SHOP AND DUES DEDUCTION**

#### **A. Police Unit.**

##### **1. Definition and Purpose.**

- a. "Agency Shop" means an arrangement that requires an employee, as a condition of continued employment, either to join POA or to pay POA a service fee or agency fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of POA. This MOU is intended to be consistent with and conform to the provisions of the MMBA and the PERB Regulations relating to agency fee agreements.
- b. City and POA mutually understand and agree that all affected employees have the right to join or not join POA. It is the purpose of this Article to establish fair and equitable procedures for the implementation of any Agency Shop arrangement and to protect the rights and privileges of the employees, POA, and City.

## 2. Employee and POA Rights and Responsibilities.

### a. Employees' Responsibilities.

Within thirty (30) days of their employment by City or mailing of the initial Hudson letter in a bargaining unit covered by an Agency Shop arrangement, all employees (except management employees pursuant to Government Code 3502.5(e)) will have the choice of either becoming a member of POA, or of being a non-member and paying an agency fee or conscientious objector fee. City will notify POA within forty-five (45) days of the identity of these new employees. Members of the Police Management Unit are not subject to the agency fee provision pursuant to Government Code Section 3502.5 (e).

### 1) Employee's Right To Conscientious Objections.

- a) An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations will not be required to join or financially support any public employee organization as a condition of employment. The employee will be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees or agency fees, to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list designated by Section 2(a)(ii) of this MOU.
- b) Declaration of or applications for religious exemption, with supporting documentation, will be submitted to POA and will be processed promptly. If the application for religious exemption is challenged by POA, the deduction to the designated charity will commence but will be held in escrow by POA pending POA's

resolution of the challenge. Charitable contributions made by employees who are eligible conscientious objectors as a substitute for the payment of dues or an agency fee will be made by regular payroll deduction or by proof of payments to a nonreligious, non-labor charitable fund on a monthly basis to POA as a condition of continued exemption from the requirement of financial support to POA.

2) Designation of Nonreligious, Nonlabor Charitable Funds.

- a) Employees who are eligible conscientious objectors as described in Section A.2.(a)(1) must designate one of the following nonreligious, non-labor charitable funds to which his or her contributions in lieu of dues or agency fees will be paid:
  - i. Wounded Warrior Project
  - ii. Nice Guys San Diego
  - iii. Susan G. Komen for the Cure

b. POA's Responsibilities.

- 1) Notice to City of Dues and Agency Fees. POA will provide a biweekly transmittal file detailing by employee the amount of dues and agency fees to be deducted.

2) Notice to Fee Payers.

- a) In accordance with state law and regulations, including PERB Regulation 32992, POA must provide agency fee payers an annual explanation of what the fee is used for and sufficient financial information to enable the agency fee payer to determine the appropriateness of the fee (Hudson Notice). POA must provide agency fee payers a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker, not chosen by POA, and must provide an escrow account to hold amounts in dispute while challenges are pending.
- b) POA will provide City copies of its Hudson Notice concurrently with POA's distribution to agency fee payers.

3) Notice of Employees.

- a) POA will provide newly hired employees in the Police Unit with an authorization notice advising them that all unit members must join POA, pay an agency fee to POA, or execute a written declaration



setting forth a bona fide religious exemption from this requirement. The notice will include a form for the employee's signature authorizing payroll deduction of POA dues, or an agency fee, or a charitable contribution equal to the agency fee. Affected employees will have thirty (30) calendar days from the date of receipt of this notice and authorization to fully execute and return it to POA. If the employee fails to execute the form, the agency fee will be deducted from the employee's paycheck.

- b) POA will provide City copies of the authorization notice each time it is changed, but no less frequently than with the delivery of its annual Hudson Notice.

B. Police Management Unit.

1. Since the MMBA (Government Code section 3502.5(e)) prohibits requiring management employees to pay an agency fee, Lieutenants and Captains are not required to do so but may continue to authorize voluntary dues deduction.
2. Dues will be for a specified amount and will be made only upon the voluntary written authorization of employees in the Police Management Unit. The authorization or cancellation of fees will be made upon clearly marked cards provided from the employee to POA.

C. Deductions/Remittance of Dues and Fees.

1. POA voluntary dues or agency fees will be deducted by City from the salaries of employees over twenty six (26) pay periods subject to Section VI (B) of the Employee-Employer Relations Policy. Payment of voluntary dues or agency fees will be by regular payroll deductions only. Remittance of the aggregate amount of all voluntary dues and agency fees will be made to POA by City bi-weekly at the conclusion of each pay period in which dues and agency fees and deductions were made. Remittances will be made by City and sent to:

San Diego Police Officers Association  
8388 Vickers Street  
San Diego, CA 92111

2. If an improper deduction is made, upon proof of the improper deduction, POA will promptly refund the full amount directly to the employee. Dues deductions, once initiated, will continue until the employee's authorization is revoked in writing by the employee. An employee may only revoke a dues deduction authorization by delivering the written notice of revocation to POA.

3. Sufficiency of Employee's Earnings: The employee's earnings must be sufficient, after all other legally required but not voluntary deductions, are made to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit (with City) the amount that would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction will be made. All other legally required deductions, including health care deductions, will have priority over dues and agency fees.

D. Notice to POA.

City will provide a biweekly census file of POA represented employees by bargaining unit to POA.

E. Indemnification.

1. Any dispute concerning the amount of the voluntary dues or agency service fee or the responsibilities of POA with respect to agency fee payers is not be subject to the grievance procedures contained in a comprehensive MOU between the Parties. POA will indemnify, defend and hold harmless City, its officials, representatives, and agents from and against any liability arising from any claims, demands, or other action relating to City's compliance with this Article. In addition, POA will refund to City any amounts paid to it in error after City provides POA supporting evidence of the error.
2. In the event that the agency fee arrangement is terminated by a lawful vote of the employees in the unit, a modified agency fee will be in effect for current employees for the duration of this MOU, and each person hired to fill a position in the bargaining unit will, as a condition of employment in that position, be required to become a member of POA or pay a service fee.

F. Provisions of Law.

POA agrees to comply with all applicable state and federal laws and regulations relating to agency fee arrangements, including California Government Code section 3502.5 and PERB Regulations sections 32990 through 32997. If any part or provision of this Article is in conflict with any federal or state laws, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, that part or provision will be suspended or superseded by the applicable laws and the remainder of this Article will not be affected by the stricter provision.

- G. City will not oppose POA's efforts to pursue the establishment of additional lawful benefits for its members including but not limited to affiliated institutions with all privileges and powers authorized by state and federal law.
- H. In the event of any concerted action authorized by POA which encourages employees to withhold their services to City, City Council has the right, by resolution, to immediately cease the collection and remittance of dues and other deductions to POA. Before invoking its rights under this paragraph, City will notify POA of its intention and meet to discuss the matter if requested to do so by POA.
- I. City and POA will discuss and develop any additional terms or conditions necessary for the agency fee or voluntary dues deduction or implementation.

## **ARTICLE 71**

### **USE OF CITY EMAIL**

Authorized POA representatives will be permitted to use City's email system subject to authorization by Department Management, for the sole purpose of directing employees to information contained on POA's website or for other matters pertaining to Employer/Employee relations.

## **ARTICLE 72**

### **VOLUNTEERS**

- A. City's Volunteer Program is governed by City Council Policy 300-01.
- B. A "volunteer" is defined as an individual or groups of individuals who offer themselves for some service or undertaking without being compensated pay by City.
- C. In accordance with City Policy No. 300-01, City will continue to optimize the use of volunteers where it is economically feasible, by developing volunteer opportunities throughout City. Unless the Parties meet and confer during the term of the MOU, volunteers are to be used only to supplement and complement the work performed by City personnel and without decreasing bargaining unit work or displacing existing City personnel.
- D. Parties understand that departments participating in City's Volunteer Program will use volunteers to perform a number of tasks necessary to support volunteer programs. Projects performed by volunteers include the following:

1. Retired Senior Volunteer Patrol – senior citizens who perform license plate reading to recover vehicles, conduct “You Are Not Alone” checks, support schools to develop child safety fingerprint programs, provides McGruff Crime Dog Prevention programs, assist with business security surveys, support Speed Surveys and Radar trailers and may provide support at front counters.
2. Volunteers in Policing assist patrol, investigative, and administrative commands, speak to community groups and seniors on crime prevention and support Crime Prevention Through Environmental Design for local businesses.
3. Crisis Interventionist volunteers respond to traumatic incidents and help console and provide guidance and run the Community Access Phone System (CAPS).

## ARTICLE 74

### DISCRETIONARY LEAVE

- A. During the term of this MOU, all full time employees will receive **forty (40)** hours of discretionary leave for use during each fiscal year of this MOU and the discretionary leave identified in this Section has no eligibility requirements except as set forth in this Section. Three-quarter time employees will receive **thirty (30)** hours of discretionary leave for use during each fiscal year of this MOU. Half-time employees will receive eight (8) hours of discretionary leave for use during each fiscal year of this MOU.
- B. **If an employee requests use of discretionary leave under this Article 30 days in advance and receives approval, the discretionary leave will be granted unless doing so would require backfill on overtime. Once approved, the Department will not revoke the approved discretionary leave. The Department may also authorize use of discretionary leave under this Article if an employee is sick. The Department is not required to grant use of this leave when to do so would require backfilling on overtime. As an alternative, each employee may schedule his or her discretionary leave hours in the same manner as annual leave is presently scheduled pursuant to the departmental annual leave guidelines.**
- C. **All discretionary leave granted under this Article must be used by May 31st of each fiscal year or it will be forfeited. The discretionary leave under this article does not have any cash value.**
- D. Section C above does not amend, modify, or alter any discretionary leave that may be granted under AR 95.91 (Employee Recognition and Rewards Program).

**COALITION  
AND  
CITY OF SAN DIEGO**

**FY2013 PROPOSITION B IMPLEMENTATION NEGOTIATIONS  
TENTATIVE AGREEMENT**

The San Diego Municipal Employees Association, International Association of Fire Fighters, Local 145 ("Local 145"), International Brotherhood of Teamsters, Local 911, Deputy City Attorneys Association of San Diego and Local 127 American Federation of State, County, and Municipal Employees (collectively the "Coalition"), and City of San Diego ("City") have negotiated and reached a tentative agreement on certain terms for an Interim Defined Contribution (DC) Plan on August 16, 2012. Negotiations between the Coalition and City (collectively the "Parties") continue over a Permanent DC Plan.

In accordance with Ground Rule 5, the Parties agree that final approval of the tentative agreement is subject to approval of the City Council.

**TERMS FOR INTERIM DC PLAN**

**INTRODUCTION**

1. The purpose of this proposal is to provide a means for an Interim DC Plan to be established expeditiously to accommodate the City's hiring needs without undermining the time otherwise needed for a good faith meet and confer process over the terms of a Permanent DC Plan with disability/death benefit features pursuant to Proposition B. Non-safety employees initially hired after July 19, 2012, who are excluded from SDCERS, will not participate in the 2009 401(a) Plan.
2. The Parties acknowledge and agree that, by entering into this agreement on terms for an Interim DC Plan neither party is prevented from making different proposals during negotiations on the Permanent DC Plan over any aspect of the DC Plan, including the vehicle, vesting schedule for City contributions, the definition of compensation which could include a cap on eligible compensation, the death benefit, disability benefit, and/or the percentage for employer and employee contributions

**SPSP-H VEHICLE**

3. The SPSP-H Plan (as proposed and modified by this agreement) will be used for purposes of this Interim DC Plan. The City also agrees that any and all "reservation of City's rights" as stated in the SPSP-H Plan document, which relate to employees' rights or benefits under the Plan, is limited by the City's obligations under an agreement for an Interim DC Plan, as well as its obligations under the Meyers-Millas-Brown-Act ("MMBA").

### CITY CONTRIBUTIONS

4. Effective October 2, 2012, the City's total mandatory contribution for each Eligible Class Employee as defined in SPSP-H Plan document Article I, section 1.15, subdivision (a)(ii) will be 9.2% for non-safety employees and 11% for safety employees under the Interim DC Plan. These percentages will apply to all compensation as defined in Article I, section 1.10 of the Plan document. For the purpose of this agreement, Eligible Class Employees excludes all hourly employees.
5. The SPSP-H Plan document will also be amended to expand the definition of compensation to include pay in lieu of compensatory time and pay in lieu of cycle time.

### EMPLOYEE CONTRIBUTIONS

6. Effective October 2, 2012, the total mandatory post-tax contribution for each Eligible Class Employee will be 9.2% for non-safety employees and 11% for safety employees under this Interim DC Plan. These percentages will apply to all compensation as defined in Article I, section 1.10 of the SPSP-H Plan document and as amended under paragraph 5 above.

### VESTING

7. The employee will be 100% vested at all times in all amounts held in his or her SPSP-H account whether contributed by the employee or by the City.

### DEATH/DISABILITY

8. The City agrees that the terms of the disability/death benefit adopted in conjunction with a Permanent DC Plan will be made retroactively applicable to any Eligible Class Employee or his/her beneficiary(ies) who suffers a qualifying event during the period of time when this Interim DC Plan is in effect. By this provision, the City agrees to extend to any such Eligible Class Employee or beneficiary the full benefits and rights which would otherwise have been available to him or her had the disability/death benefit adopted in conjunction with a Permanent DC Plan been in effect when the incident giving rise to the Eligible Class Employee's disability or death occurs.

### NO UNILATERAL CHANGES

9. No benefits or monies received by employees may be altered by the City during this Interim DC Plan. The Parties acknowledge that negotiations are continuing over a Permanent DC Plan. After the effective date of the Permanent DC Plan the terms may change as set forth in paragraph 2.

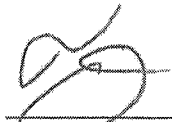
RESERVATION OF RIGHTS

10. Each union is participating in this proposal for an Interim DC Plan under continuing protest and objection and while expressly reserving its claims which include but are not limited to the following: (a) Proposition B is unlawful as applied to represented employees due to the City's violation of the MMBA; (b) the City's insistence on altering the terms and conditions of employment for new hires due to the chaptering of Proposition B – and after unilateral imposition of a hiring freeze – is unlawful because each Union has an MOU in effect, which was adopted and made final and binding by the City Council on June 18, 2012, and these MOUs establish the terms and conditions of employment for all new hires through June 30, 2013.

MAKE-WHOLE

11. The parties acknowledge that this agreement for an Interim DC Plan may eventually be impacted by any order or decision in pending consolidated unfair practice cases before PERB once such order or decision becomes final after the exhaustion of all appeals under Government Code section 3509.5.

FOR THE CITY



\_\_\_\_\_  
Timothy Davis Date  
Lead Negotiator, City of San Diego

9/5/2012



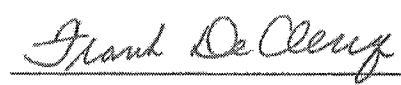
\_\_\_\_\_  
Jay Goldstone, Date  
COO, City of San Diego

FOR MEA



9/5/12  
\_\_\_\_\_  
Date

FOR LOCAL 145



9/5/12  
\_\_\_\_\_  
Date

COALITION AND CITY OF SAN DIEGO  
FY2013 PROPOSITION B IMPLEMENTATION NEGOTIATIONS  
TENTATIVE AGREEMENT

FOR LOCAL 127

Jim Byrd 9.5.12  
Date

FOR LOCAL 911

Christy Godam 9-5-2012  
Date

FOR DCAA

Michael Anderson 9.5.12  
Date



APPENDIX B-EXHIBITS A,B, AND C TO FY 2011 SALARY ORDINANCE

EXHIBIT A

SALARY TABLE

EXHIBIT A

EFFECTIVE JULY 1, 2010

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1011	A	1174.40	14.68	1020	A	2120.80	26.51	1103	A	1273.60	15.92
	B	1223.20	15.29		B	2220.00	27.75		B	1331.20	16.64
	C	1281.60	16.02		C	2336.80	29.21		C	1388.00	17.35
	D	1336.80	16.71		D	2449.60	30.62		D	1456.80	18.21
	E	1396.00	17.45		E	2559.20	31.99		E	1532.00	19.15
1012	A	1452.80	18.16	1021	A	2516.00	31.45	1104	A	1211.20	15.14
	B	1519.20	18.99		B	2636.80	32.96		B	1268.00	15.85
	C	1588.80	19.86		C	2752.40	34.53		C	1321.60	16.52
	D	1661.60	20.77		D	2896.80	36.21		D	1387.20	17.34
	E	1740.00	21.75		E	3040.80	38.01		E	1458.40	18.23
1013	A	1594.40	19.93	1022	A	2287.20	28.59	1105	A	1421.60	17.77
	B	1660.80	20.76		B	2396.80	29.96		B	1491.20	18.64
	C	1740.80	21.76		C	2511.20	31.39		C	1560.00	19.50
	D	1816.00	22.70		D	2633.60	32.92		D	1637.60	20.47
	E	1904.00	23.80		E	2764.00	34.55		E	1712.80	21.41
1014	A	1832.00	22.90	1023	A	2079.20	25.99	1106	A	2283.20	28.54
	B	1915.20	23.94		B	2179.20	27.24		B	2394.40	29.93
	C	2001.60	25.02		C	2283.20	28.54		C	2512.80	31.41
	D	2093.60	26.17		D	2394.40	29.93		D	2626.40	32.83
	E	2187.20	27.34		E	2512.80	31.41		E	2760.00	34.50
1015	A	2106.40	26.33	1024	A	2967.20	37.09	1107	A	1637.60	20.47
	B	2202.40	27.53		B	3107.20	38.84		B	1712.80	21.41
	C	2303.20	28.79		C	3263.20	40.79		C	1793.60	22.42
	D	2409.60	30.12		D	3425.60	42.82		D	1884.80	23.56
	E	2514.40	31.43		E	3593.60	44.92		E	1974.40	24.68
1016	A	2404.00	30.05	1025	A	2696.80	33.71	1108	A	1490.40	18.63
	B	2518.80	31.48		B	2824.00	35.30		B	1563.20	19.54
	C	2636.00	32.95		C	2966.40	37.08		C	1637.60	20.47
	D	2761.60	34.52		D	3115.20	38.94		D	1710.40	21.38
	E	2889.60	36.12		E	3266.40	40.83		E	1797.60	22.47
1017	A	2222.40	27.78	1026	A	2397.60	29.97	1110	A	2568.00	32.10
	B	2325.60	29.07		B	2514.40	31.43		B	2689.60	33.62
	C	2446.40	30.58		C	2638.40	32.98		C	2824.80	35.31
	D	2564.80	32.06		D	2757.60	34.47		D	2967.20	37.09
	E	2684.00	33.55		E	2898.40	36.23		E	3111.20	38.89
1018	A	2624.00	32.80	1100	A	2283.20	28.54	1116	A	2079.20	25.99
	B	2748.80	34.36		B	2394.40	29.93		B	2179.20	27.24
	C	2884.00	36.05		C	2512.80	31.41		C	2283.20	28.54
	D	3028.00	37.85		D	2626.40	32.83		D	2394.40	29.93
	E	3172.80	39.66		E	2760.00	34.50		E	2512.80	31.41
1019	A	2808.00	35.10	1102	A	1710.40	21.38	1117	A	1344.00	16.80
	B	2941.60	36.77		B	1797.60	22.47		B	1404.80	17.56
	C	3085.60	38.57		C	1887.20	23.59		C	1465.60	18.32
	D	3240.00	40.50		D	1974.40	24.68		D	1532.80	19.16
	E	3395.20	42.44		E	2079.20	25.99		E	1601.60	20.02

**BASE SALARY TABLE CLASSIFIED SERVICE**  
**Effective 7 - 1 - 2010**

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1118	A	1972.00	24.65	1137	A	1929.60	24.12	1153	A	2225.60	27.82
	B	2063.20	25.79		B	2024.00	25.30		B	2328.80	29.11
	C	2164.80	27.06		C	2120.00	26.50		C	2440.00	30.50
	D	2265.60	28.32		D	2222.40	27.78		D	2562.40	32.03
	E	2376.80	29.71		E	2325.60	29.07		E	2681.60	33.52
1119	A	2806.40	35.08	1145	A	1877.60	23.47	1156	A	3181.60	39.77
	B	2946.40	36.83		B	1970.40	24.63		B	3342.40	41.78
	C	3091.20	38.64		C	2057.60	25.72		C	3497.60	43.72
	D	3240.80	40.51		D	2148.80	26.86		D	3672.80	45.91
	E	3405.60	42.57		E	2251.20	28.14		E	3850.40	48.13
1122	A	2118.40	26.48	1146	A	2400.80	30.01	1157	A	2225.60	27.82
	B	2222.40	27.78		B	2524.80	31.56		B	2328.80	29.11
	C	2329.60	29.12		C	2645.60	33.07		C	2440.00	30.50
	D	2446.40	30.58		D	2770.40	34.63		D	2562.40	32.03
	E	2568.00	32.10		E	2904.80	36.31		E	2681.60	33.52
1130	A	1758.40	21.98	1147	A	2445.60	30.57	1158	A	1710.40	21.38
	B	1839.20	22.99		B	2560.80	32.01		B	1797.60	22.47
	C	1932.00	24.15		C	2680.80	33.51		C	1887.20	23.59
	D	2028.80	25.36		D	2811.20	35.14		D	1974.40	24.68
	E	2124.80	26.56		E	2942.40	36.78		E	2079.20	25.99
1131	A	2028.80	25.36	1148	A	2023.20	25.29	1159	A	2711.20	33.89
	B	2120.00	26.50		B	2122.40	26.53		B	2840.00	35.50
	C	2231.20	27.89		C	2223.20	27.79		C	2972.80	37.16
	D	2346.40	29.33		D	2332.00	29.15		D	3120.80	39.01
	E	2458.40	30.73		E	2438.40	30.48		E	3272.00	40.90
1132	A	1710.40	21.38	1149	A	3181.60	39.77	1160	A	1296.00	16.20
	B	1797.60	22.47		B	3342.40	41.78		B	1360.80	17.01
	C	1887.20	23.59		C	3497.60	43.72		C	1428.80	17.86
	D	1974.40	24.68		D	3672.80	45.91		D	1493.60	18.67
	E	2079.20	25.99		E	3850.40	48.13		E	1561.60	19.52
1133	A	1456.80	18.21	1150	A	2729.60	34.12	1161	A	2019.20	25.24
	B	1532.00	19.15		B	2864.80	35.81		B	2120.80	26.51
	C	1605.60	20.07		C	3004.00	37.55		C	2226.40	27.83
	D	1678.40	20.98		D	3148.80	39.36		D	2330.40	29.13
	E	1756.80	21.96		E	3304.00	41.30		E	2440.80	30.51
1134	A	2174.40	27.18	1151	A	1710.40	21.38	1162	A	2120.80	26.51
	B	2274.40	28.43		B	1797.60	22.47		B	2226.40	27.83
	C	2376.80	29.71		C	1887.20	23.59		C	2330.40	29.13
	D	2488.00	31.10		D	1974.40	24.68		D	2440.80	30.51
	E	2600.80	32.51		E	2079.20	25.99		E	2560.80	32.01
1136	A	2068.80	25.86	1152	A	2158.40	26.98	1163	A	2435.20	30.44
	B	2171.20	27.14		B	2264.00	28.30		B	2560.80	32.01
	C	2281.60	28.52		C	2379.20	29.74		C	2676.00	33.45
	D	2392.00	29.90		D	2492.00	31.15		D	2811.20	35.14
	E	2512.80	31.41		E	2616.00	32.70		E	2940.80	36.76

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1164	A	1923.20	24.04	1175	A	1844.00	23.05	1186	A	2953.60	36.92
	B	2021.60	25.27		B	1932.80	24.16		B	3094.40	38.68
	C	2121.60	26.52		C	2027.20	25.34		C	3248.80	40.61
	D	2219.20	27.74		D	2126.40	26.58		D	3408.00	42.60
	E	2326.40	29.08		E	2231.20	27.89		E	3571.20	44.64
1165	A	2021.60	25.27	1176	A	1204.00	15.05	1190	A	2079.20	25.99
	B	2121.60	26.52		B	1264.80	15.81		B	2179.20	27.24
	C	2219.20	27.74		C	1328.80	16.61		C	2283.20	28.54
	D	2326.40	29.08		D	1392.80	17.41		D	2394.40	29.93
	E	2438.40	30.48		E	1464.00	18.30		E	2512.80	31.41
1166	A	2321.60	29.02	1177	A	2019.20	25.24	1191	A	1519.20	18.99
	B	2438.40	30.48		B	2120.80	26.51		B	1581.60	19.77
	C	2550.40	31.88		C	2226.40	27.83		C	1659.20	20.74
	D	2680.00	33.50		D	2330.40	29.13		D	1729.60	21.62
	E	2802.40	35.03		E	2440.80	30.51		E	1811.20	22.64
1167	A	2225.60	27.82	1178	A	2120.80	26.51	1192	A	1156.00	14.45
	B	2328.80	29.11		B	2226.40	27.83		B	1212.00	15.15
	C	2440.00	30.50		C	2330.40	29.13		C	1270.40	15.88
	D	2552.40	32.03		D	2440.80	30.51		D	1332.80	16.66
	E	2681.60	33.52		E	2560.80	32.01		E	1396.80	17.46
1168	A	1744.00	21.80	1179	A	2435.20	30.44	1193	A	1844.00	23.05
	B	1834.40	22.93		B	2560.80	32.01		B	1904.80	23.81
	C	1928.80	24.11		C	2676.00	33.45		C	1965.60	24.57
	D	2023.20	25.29		D	2811.20	35.14		D	2026.40	25.33
	E	2123.20	26.54		E	2940.80	36.76		E	2087.20	26.09
1170	A	1705.60	21.32	1181	A	1710.40	21.38	1194	A	1151.20	14.39
	B	1792.00	22.40		B	1797.60	22.47		B	1211.20	15.14
	C	1880.80	23.51		C	1887.20	23.59		C	1268.00	15.85
	D	1968.00	24.60		D	1974.40	24.68		D	1321.60	16.52
	E	2072.80	25.91		E	2079.20	25.99		E	1387.20	17.34
1171	A	2019.20	25.24	1183	MIN	2568.00	32.10	1195	A	2370.40	29.63
	B	2120.80	26.51		MAX	3422.40	42.78		B	2488.00	31.10
	C	2226.40	27.83						C	2612.00	32.65
	D	2330.40	29.13						D	2742.40	34.28
	E	2440.80	30.51						E	2880.00	36.00
1172	A	2120.80	26.51	1184	A	2225.60	27.82	1196	A	1797.60	22.47
	B	2226.40	27.83		B	2328.80	29.11		B	1880.80	23.51
	C	2330.40	29.13		C	2440.00	30.50		C	1977.60	24.72
	D	2440.80	30.51		D	2562.40	32.03		D	2079.20	25.99
	E	2560.80	32.01		E	2681.60	33.52		E	2179.20	27.24
1173	A	2435.20	30.44	1185	A	2562.40	32.03	1201	A	1710.40	21.38
	B	2560.80	32.01		B	2681.60	33.52		B	1797.60	22.47
	C	2676.00	33.45		C	2816.00	35.20		C	1887.20	23.59
	D	2811.20	35.14		D	2953.60	36.92		D	1974.40	24.68
	E	2940.80	36.76		E	3094.40	38.68		E	2079.20	25.99

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1205	A	1740.00	21.75	1223	A	2562.40	32.03	1233	A	2562.40	32.03
	B	1818.40	22.73		B	2681.60	33.52		B	2681.60	33.52
	C	1895.20	23.69		C	2816.00	35.20		C	2816.00	35.20
	D	1981.60	24.77		D	2953.60	36.92		D	2953.60	36.92
	E	2070.40	25.88		E	3094.40	38.68		E	3094.40	38.68
1206	A	1740.00	21.75	1224	A	1969.60	24.62	1235	A	1880.80	23.51
	B	1818.40	22.73		B	2063.20	25.79		B	1968.80	24.61
	C	1895.20	23.69		C	2166.40	27.08		C	2065.60	25.82
	D	1981.60	24.77		D	2276.80	28.46		D	2172.00	27.15
	E	2070.40	25.88		E	2384.80	29.81		E	2276.80	28.46
1207	A	2225.60	27.82	1225	A	2562.40	32.03	1236	A	1008.00	12.60
	B	2328.80	29.11		B	2681.60	33.52		B	1058.40	13.23
	C	2440.00	30.50		C	2816.00	35.20		C	1098.40	13.73
	D	2562.40	32.03		D	2953.60	36.92		D	1151.20	14.39
	E	2681.60	33.52		E	3094.40	38.68		E	1211.20	15.14
1208	A	2225.60	27.82	1226	A	2072.80	25.91	1237	A	1272.80	15.91
	B	2328.80	29.11		B	2172.00	27.15		B	1331.20	16.64
	C	2440.00	30.50		C	2273.60	28.42		C	1388.00	17.35
	D	2562.40	32.03		D	2384.40	29.83		D	1456.80	18.21
	E	2681.60	33.52		E	2504.00	31.30		E	1532.00	19.15
1218	A	2079.20	25.99	1227	A	2181.60	27.27	1238	A	1526.40	19.08
	B	2179.20	27.24		B	2288.00	28.60		B	1602.40	20.03
	C	2283.20	28.54		C	2395.20	29.94		C	1676.80	20.96
	D	2394.40	29.93		D	2513.60	31.42		D	1760.80	22.01
	E	2512.80	31.41		E	2636.00	32.95		E	1848.80	23.11
1219	A	2562.40	32.03	1228	A	2079.20	25.99	1240	A	2283.20	28.54
	B	2681.60	33.52		B	2179.20	27.24		B	2394.40	29.93
	C	2816.00	35.20		C	2283.20	28.54		C	2512.80	31.41
	D	2953.60	36.92		D	2394.40	29.93		D	2626.40	32.83
	E	3094.40	38.68		E	2512.80	31.41		E	2760.00	34.50
1220	A	2384.80	29.81	1229	A	1902.40	23.78	1241	A	2568.00	32.10
	B	2500.00	31.25		B	1992.00	24.90		B	2689.60	33.62
	C	2627.20	32.84		C	2084.00	26.05		C	2824.80	35.31
	D	2759.20	34.49		D	2196.00	27.45		D	2967.20	37.09
	E	2887.20	36.09		E	2296.80	28.71		E	3111.20	38.89
1221	A	2562.40	32.03	1230	A	1664.00	20.80	1242	A	2825.60	35.32
	B	2681.60	33.52		B	1740.80	21.76		B	2959.20	36.99
	C	2816.00	35.20		C	1822.40	22.78		C	3108.00	38.85
	D	2953.60	36.92		D	1913.60	23.92		D	3262.40	40.78
	E	3094.40	38.68		E	1999.20	24.99		E	3422.40	42.78
1222	A	2079.20	25.99	1231	A	2562.40	32.03	1243	A	2825.60	35.32
	B	2179.20	27.24		B	2681.60	33.52		B	2959.20	36.99
	C	2283.20	28.54		C	2816.00	35.20		C	3108.00	38.85
	D	2394.40	29.93		D	2953.60	36.92		D	3262.40	40.78
	E	2512.80	31.41		E	3094.40	38.68		E	3422.40	42.78

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1244	A	3247.20	40.59	1261	A	1110.40	13.88	1275	A	1758.40	21.98
	B	3404.00	42.55		B	1156.00	14.45		B	1836.00	22.95
	C	3572.80	44.66		C	1204.00	15.05		C	1931.20	24.14
	D	3751.20	46.89		D	1261.60	15.77		D	2030.40	25.38
	E	3932.80	49.16		E	1312.80	16.41		E	2126.40	26.58
1246	A	1151.20	14.39	1262	A	1222.40	15.28	1276	A	2019.20	25.24
	B	1211.20	15.14		B	1274.40	15.93		B	2120.80	26.51
	C	1268.00	15.85		C	1321.60	16.52		C	2226.40	27.83
	D	1321.60	16.52		D	1388.80	17.36		D	2330.40	29.13
	E	1387.20	17.34		E	1447.20	18.09		E	2440.80	30.51
1249	A	1975.20	24.69	1264	A	1706.40	21.33	1277	A	2120.80	26.51
	B	2074.40	25.93		B	1791.20	22.39		B	2226.40	27.83
	C	2178.40	27.23		C	1872.00	23.40		C	2330.40	29.13
	D	2287.20	28.59		D	1952.80	24.41		D	2440.80	30.51
	E	2401.60	30.02		E	2046.40	25.58		E	2560.80	32.01
1250	A	1716.80	21.46	1265	A	1449.60	18.12	1278	A	2664.80	33.31
	B	1797.60	22.47		B	1519.20	18.99		B	2800.00	35.00
	C	1888.00	23.60		C	1590.40	19.88		C	2935.20	36.69
	D	1974.40	24.68		D	1660.00	20.75		D	3077.60	38.47
	E	2079.20	25.99		E	1735.20	21.69		E	3225.60	40.32
1253	A	2764.00	34.55	1266	A	1672.80	20.91	1279	A	2958.40	36.98
	B	2895.20	36.19		B	1743.20	21.79		B	3110.40	38.88
	C	3039.20	37.99		C	1827.20	22.84		C	3252.00	40.65
	D	3188.80	39.86		D	1904.80	23.81		D	3414.40	42.68
	E	3348.00	41.85		E	1996.00	24.95		E	3577.60	44.72
1255	A	1211.20	15.14	1267	A	1840.00	23.00	1280	A	1281.60	16.02
	B	1268.00	15.85		B	1917.60	23.97		B	1336.80	16.71
	C	1321.60	16.52		C	2011.20	25.14		C	1396.00	17.45
	D	1387.20	17.34		D	2100.80	26.26		D	1457.60	18.22
	E	1458.40	18.23		E	2196.80	27.46		E	1525.60	19.07
1256	A	1268.00	15.85	1268	A	1211.20	15.14	1282	A	1888.80	23.61
	B	1322.40	16.53		B	1268.00	15.85		B	1979.20	24.74
	C	1387.20	17.34		C	1321.60	16.52		C	2077.60	25.97
	D	1458.40	18.23		D	1387.20	17.34		D	2171.20	27.14
	E	1531.20	19.14		E	1458.40	18.23		E	2288.00	28.60
1257	A	1455.20	18.19	1273	A	2379.20	29.74	1283	A	1490.40	18.63
	B	1525.60	19.07		B	2498.40	31.23		B	1560.00	19.50
	C	1596.00	19.95		C	2616.80	32.71		C	1637.60	20.47
	D	1677.60	20.97		D	2742.40	34.28		D	1712.80	21.41
	E	1760.80	22.01		E	2876.80	35.96		E	1793.60	22.42
1260	A	937.60	11.72	1274	A	1529.60	19.12	1285	A	1395.20	17.44
	B	972.00	12.15		B	1598.40	19.98		B	1457.60	18.22
	C	1016.00	12.70		C	1677.60	20.97		C	1526.40	19.08
	D	1062.40	13.28		D	1758.40	21.98		D	1602.40	20.03
	E	1110.40	13.88		E	1836.00	22.95		E	1681.60	21.02

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1286	A	1421.60	17.77	1305	A	1767.20	22.09	1314	A	1537.60	19.22
	B	1491.20	18.64		B	1871.20	23.39		B	1665.60	20.82
	C	1560.00	19.50		C	1975.20	24.69		C	1793.60	22.42
	D	1637.60	20.47		D	2079.20	25.99		D	1921.60	24.02
	E	1712.80	21.41		E	2079.20	25.99		E	2049.60	25.62
1287	A	1564.80	19.56	1306	A	1247.20	15.59	1315	A	1921.60	24.02
	B	1640.00	20.50		B	1351.20	16.89		B	2049.60	25.62
	C	1715.20	21.44		C	1455.20	18.19		C	2178.40	27.23
	D	1801.60	22.52		D	1559.20	19.49		D	2306.40	28.83
	E	1885.60	23.57		E	1663.20	20.79		E	2434.40	30.43
1288	A	1671.20	20.89	1307	A	1559.20	19.49	1316	A	1172.00	14.65
	B	1744.00	21.80		B	1663.20	20.79		B	1269.60	15.87
	C	1829.60	22.87		C	1767.20	22.09		C	1367.20	17.09
	D	1911.20	23.89		D	1871.20	23.39		D	1464.80	18.31
	E	2000.00	25.00		E	1975.20	24.69		E	1562.40	19.53
1290	A	1892.00	23.65	1308	A	1247.20	15.59	1317	A	1464.80	18.31
	B	1982.40	24.78		B	1351.20	16.89		B	1562.40	19.53
	C	2082.40	26.03		C	1455.20	18.19		C	1660.00	20.75
	D	2185.60	27.32		D	1559.20	19.49		D	1757.60	21.97
	E	2291.20	28.64		E	1663.20	20.79		E	1855.20	23.19
1293	A	1671.20	20.89	1309	A	1559.20	19.49	1318	A	1172.00	14.65
	B	1744.00	21.80		B	1663.20	20.79		B	1269.60	15.87
	C	1828.00	22.85		C	1767.20	22.09		C	1367.20	17.09
	D	1911.20	23.89		D	1871.20	23.39		D	1464.80	18.31
	E	2003.20	25.04		E	1975.20	24.69		E	1562.40	19.53
1296	A	2086.40	26.08	1310	A	1146.40	14.33	1319	A	1464.80	18.31
	B	2187.20	27.34		B	1242.40	15.53		B	1562.40	19.53
	C	2294.40	28.68		C	1337.60	16.72		C	1660.00	20.75
	D	2406.40	30.08		D	1433.60	17.92		D	1757.60	21.97
	E	2520.00	31.50		E	1528.80	19.11		E	1855.20	23.19
1302	A	1100.00	13.75	1311	A	1433.60	17.92	1320	A	1217.60	15.22
	B	1191.20	14.89		B	1528.80	19.11		B	1318.40	16.48
	C	1283.20	16.04		C	1624.80	20.31		C	1420.00	17.75
	D	1374.40	17.18		D	1720.00	21.50		D	1521.60	19.02
	E	1557.60	19.47		E	1816.00	22.70		E	1623.20	20.29
1303	A	1191.20	14.89	1312	A	1247.20	15.59	1321	A	1521.60	19.02
	B	1283.20	16.04		B	1351.20	16.89		B	1623.20	20.29
	C	1374.40	17.18		C	1455.20	18.19		C	1724.80	21.56
	D	1557.60	19.47		D	1559.20	19.49		D	1825.60	22.82
	E	1740.80	21.76		E	1663.20	20.79		E	1927.20	24.09
1304	A	1247.20	15.59	1313	A	1559.20	19.49	1322	A	1247.20	15.59
	B	1351.20	16.89		B	1663.20	20.79		B	1351.20	16.89
	C	1455.20	18.19		C	1767.20	22.09		C	1455.20	18.19
	D	1559.20	19.49		D	1871.20	23.39		D	1559.20	19.49
	E	1663.20	20.79		E	1975.20	24.69		E	1663.20	20.79

**BASE SALARY TABLE CLASSIFIED SERVICE**  
**Effective 7 - 1 - 2010**

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1323	A	1559.20	19.49	1333	A	1912.00	23.90	1342	A	1682.40	21.03
	B	1663.20	20.79		B	2004.80	25.06		B	1768.00	22.10
	C	1767.20	22.09		C	2097.60	26.22		C	1850.40	23.13
	D	1871.20	23.39		D	2207.20	27.59		D	1943.20	24.29
	E	1975.20	24.69		E	2310.40	28.88		E	2036.00	25.45
1324	A	1172.00	14.65	1334	A	1268.00	15.85	1343	A	2036.00	25.45
	B	1269.60	15.87		B	1322.40	16.53		B	2136.00	26.70
	C	1367.20	17.09		C	1387.20	17.34		C	2237.60	27.97
	D	1464.80	18.31		D	1458.40	18.23		D	2344.00	29.30
	E	1562.40	19.53		E	1531.20	19.14		E	2462.40	30.78
1325	A	1464.80	18.31	1335	A	1146.40	14.33	1344	A	2568.00	32.10
	B	1562.40	19.53		B	1242.40	15.53		B	2689.60	33.62
	C	1660.00	20.75		C	1337.60	16.72		C	2824.80	35.31
	D	1757.60	21.97		D	1433.60	17.92		D	2967.20	37.09
	E	1855.20	23.19		E	1624.80	20.31		E	3111.20	38.89
1326	A	1398.40	17.48	1336	A	1242.40	15.53	1346	A	2953.60	36.92
	B	1514.40	18.93		B	1337.60	16.72		B	3094.40	38.68
	C	1631.20	20.39		C	1433.60	17.92		C	3248.80	40.61
	D	1748.00	21.85		D	1624.80	20.31		D	3408.00	42.60
	E	1980.80	24.76		E	1816.00	22.70		E	3571.20	44.64
1327	A	1514.40	18.93	1337	A	1045.60	13.07	1347	A	2161.60	27.02
	B	1631.20	20.39		B	1132.80	14.16		B	2269.60	28.37
	C	1748.00	21.85		C	1220.00	15.25		C	2380.00	29.75
	D	1980.80	24.76		D	1307.20	16.34		D	2493.60	31.17
	E	2213.60	27.67		E	1480.80	18.51		E	2612.80	32.66
1329	A	1364.00	17.05	1338	A	1132.80	14.16	1348	A	2079.20	25.99
	B	1477.60	18.47		B	1220.00	15.25		B	2179.20	27.24
	C	1591.20	19.89		C	1307.20	16.34		C	2283.20	28.54
	D	1705.60	21.32		D	1480.80	18.51		D	2394.40	29.93
	E	1819.20	22.74		E	1655.20	20.69		E	2512.80	31.41
1330	A	1211.20	15.14	1339	A	1705.60	21.32	1349	A	2283.20	28.54
	B	1268.00	15.85		B	1819.20	22.74		B	2394.40	29.93
	C	1321.60	16.52		C	1932.80	24.16		C	2512.80	31.41
	D	1387.20	17.34		D	2046.40	25.58		D	2626.40	32.83
	E	1458.40	18.23		E	2160.00	27.00		E	2760.00	34.50
1331	A	1545.60	19.32	1340	A	1421.60	17.77	1350	A	2951.20	36.89
	B	1620.00	20.25		B	1491.20	18.64		B	3092.00	38.65
	C	1692.00	21.15		C	1560.00	19.50		C	3246.40	40.58
	D	1780.80	22.26		D	1637.60	20.47		D	3405.60	42.57
	E	1866.40	23.33		E	1712.80	21.41		E	3572.80	44.66
1332	A	1738.40	21.73	1341	A	1211.20	15.14	1351	A	1710.40	21.38
	B	1819.20	22.74		B	1268.00	15.85		B	1797.60	22.47
	C	1907.20	23.84		C	1321.60	16.52		C	1887.20	23.59
	D	2005.60	25.07		D	1387.20	17.34		D	1974.40	24.68
	E	2098.40	26.23		E	1458.40	18.23		E	2079.20	25.99



**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1352	A	2079.20	25.99	1364	A	2079.20	25.99	1373	A	1833.60	22.92
	B	2179.20	27.24		B	2179.20	27.24		B	1913.60	23.92
	C	2283.20	28.54		C	2283.20	28.54		C	2004.80	25.06
	D	2394.40	29.93		D	2394.40	29.93		D	2084.80	26.06
	E	2512.80	31.41		E	2512.80	31.41		E	2186.00	27.35
1353	A	2394.40	29.93	1365	A	2283.20	28.54	1374	A	1793.60	22.42
	B	2512.80	31.41		B	2394.40	29.93		B	1884.80	23.56
	C	2626.40	32.83		C	2512.80	31.41		C	1973.60	24.67
	D	2760.00	34.50		D	2626.40	32.83		D	2072.80	25.91
	E	2895.20	36.19		E	2760.00	34.50		E	2175.20	27.19
1354	A	2568.00	32.10	1366	A	2568.00	32.10	1375	A	2118.40	26.48
	B	2689.60	33.62		B	2689.60	33.62		B	2222.40	27.78
	C	2824.80	35.31		C	2824.80	35.31		C	2329.60	29.12
	D	2967.20	37.09		D	2967.20	37.09		D	2446.40	30.58
	E	3111.20	38.89		E	3111.20	38.89		E	2568.00	32.10
1355	A	2683.20	33.54	1367	A	1174.40	14.68	1376	A	2333.60	29.17
	B	2812.00	35.15		B	1223.20	15.29		B	2448.00	30.60
	C	2949.60	36.87		C	1281.60	16.02		C	2567.20	32.09
	D	3091.20	38.64		D	1336.80	16.71		D	2695.20	33.69
	E	3244.00	40.55		E	1396.00	17.45		E	2827.20	35.34
1356	A	1432.00	17.90	1368	A	1594.40	19.93	1377	A	1507.20	18.84
	B	1500.00	18.75		B	1660.80	20.76		B	1580.00	19.75
	C	1576.00	19.70		C	1740.80	21.76		C	1659.20	20.74
	D	1645.60	20.57		D	1816.00	22.70		D	1735.20	21.69
	E	1723.20	21.54		E	1904.00	23.80		E	1812.80	22.66
1357	A	1649.60	20.62	1369	A	1832.00	22.90	1378	A	2564.80	32.06
	B	1723.20	21.54		B	1915.20	23.94		B	2688.80	33.61
	C	1811.20	22.64		C	2001.60	25.02		C	2824.80	35.31
	D	1888.80	23.61		D	2093.60	26.17		D	2960.00	37.00
	E	1974.40	24.68		E	2187.20	27.34		E	3110.40	38.88
1361	A	1654.40	20.68	1370	A	2106.40	26.33	1379	A	1387.20	17.34
	B	1732.00	21.65		B	2202.40	27.53		B	1456.40	18.23
	C	1820.80	22.76		C	2303.20	28.79		C	1531.20	19.14
	D	1895.20	23.69		D	2409.60	30.12		D	1598.40	19.98
	E	1988.80	24.86		E	2514.40	31.43		E	1673.60	20.92
1362	A	1902.40	23.78	1371	A	1454.40	18.18	1381	A	1598.40	19.98
	B	1989.60	24.87		B	1524.00	19.05		B	1673.60	20.92
	C	2093.60	26.17		C	1594.40	19.93		C	1755.20	21.94
	D	2183.20	27.29		D	1660.80	20.76		D	1836.00	22.95
	E	2286.40	28.58		E	1740.80	21.76		E	1932.00	24.15
1363	A	1740.40	21.38	1372	A	1672.80	20.91	1382	A	1598.40	19.98
	B	1797.60	22.47		B	1743.20	21.79		B	1673.60	20.92
	C	1887.20	23.59		C	1826.40	22.83		C	1755.20	21.94
	D	1974.40	24.68		D	1904.80	23.81		D	1836.00	22.95
	E	2079.20	25.99		E	1996.80	24.96		E	1932.00	24.15

**BASE SALARY TABLE CLASSIFIED SERVICE**  
**Effective 7 - 1 - 2010**

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1383	A	1677.60	20.97	1392	A	1371.20	17.14	1401	A	1637.60	20.47
	B	1758.40	21.98		B	1438.40	17.98		B	1712.80	21.41
	C	1843.20	23.04		C	1509.60	18.87		C	1793.60	22.42
	D	1929.60	24.12		D	1576.00	19.70		D	1884.80	23.56
	E	2029.60	25.37		E	1648.80	20.61		E	1974.40	24.68
1384	A	2882.40	36.03	1393	A	2222.40	27.78	1404	A	1938.40	24.23
	B	3017.60	37.72		B	2325.60	29.07		B	2026.40	25.33
	C	3168.80	39.61		C	2446.40	30.58		C	2125.60	26.57
	D	3324.00	41.55		D	2564.80	32.06		D	2225.60	27.82
	E	3482.40	43.53		E	2684.00	33.55		E	2336.00	29.20
1385	A	2562.40	32.03	1394	A	1268.00	15.85	1406	A	2036.00	25.45
	B	2681.60	33.52		B	1322.40	16.53		B	2136.00	26.70
	C	2816.00	35.20		C	1387.20	17.34		C	2237.60	27.97
	D	2953.60	36.92		D	1458.40	18.23		D	2344.00	29.30
	E	3094.40	38.68		E	1531.20	19.14		E	2462.40	30.78
1386	A	1211.20	15.14	1395	A	1268.00	15.85	1407	A	2079.20	25.99
	B	1268.00	15.85		B	1322.40	16.53		B	2179.20	27.24
	C	1321.60	16.52		C	1387.20	17.34		C	2283.20	28.54
	D	1387.20	17.34		D	1458.40	18.23		D	2394.40	29.93
	E	1458.40	18.23		E	1531.20	19.14		E	2512.80	31.41
1387	A	924.80	11.56	1396	A	1455.20	18.19	1410	A	1308.80	16.36
	B	970.40	12.13		B	1525.60	19.07		B	1376.80	17.21
	C	1009.60	12.62		C	1596.00	19.95		C	1441.60	18.02
	D	1058.40	13.23		D	1677.60	20.97		D	1506.40	18.83
	E	1104.80	13.81		E	1760.80	22.01		E	1577.60	19.72
1388	A	1268.00	15.85	1397	A	1710.40	21.38	1411	A	1440.00	18.00
	B	1322.40	16.53		B	1797.60	22.47		B	1518.40	18.98
	C	1387.20	17.34		C	1887.20	23.59		C	1579.20	19.74
	D	1458.40	18.23		D	1974.40	24.68		D	1656.00	20.70
	E	1531.20	19.14		E	2079.20	25.99		E	1737.60	21.72
1389	A	1009.60	12.62	1398	A	1634.40	20.43	1412	A	1268.00	15.85
	B	1058.40	13.23		B	1711.20	21.39		B	1322.40	16.53
	C	1104.80	13.81		C	1793.60	22.42		C	1387.20	17.34
	D	1146.40	14.33		D	1880.00	23.50		D	1458.40	18.23
	E	1201.60	15.02		E	1972.00	24.65		E	1531.20	19.14
1390	A	1104.80	13.81	1399	A	1793.60	22.42	1413	A	2004.00	25.05
	B	1146.40	14.33		B	1888.00	23.60		B	2100.80	26.26
	C	1201.60	15.02		C	1974.40	24.68		C	2211.20	27.64
	D	1249.60	15.62		D	2066.40	25.83		D	2308.00	28.85
	E	1306.40	16.33		E	2167.20	27.09		E	2422.40	30.28
1391	A	2461.60	30.77	1400	A	2066.40	25.83	1414	A	3026.40	37.83
	B	2576.80	32.21		B	2171.20	27.14		B	3168.80	39.61
	C	2703.20	33.79		C	2275.20	28.44		C	3327.20	41.59
	D	2837.60	35.47		D	2379.20	29.74		D	3490.40	43.63
	E	2973.60	37.17		E	2498.40	31.23		E	3656.80	45.71

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1415	A	2079.20	25.99	1424	A	2283.20	28.54	1435	A	2088.80	26.11
	B	2179.20	27.24		B	2394.40	29.93		B	2196.80	27.46
	C	2283.20	28.54		C	2512.80	31.41		C	2299.20	28.74
	D	2394.40	29.93		D	2626.40	32.83		D	2409.60	30.12
	E	2512.80	31.41		E	2760.00	34.50		E	2525.60	31.57
1416	A	2568.00	32.10	1425	A	2950.40	36.88	1436	A	1384.80	17.31
	B	2689.60	33.62		B	3086.40	38.58		B	1452.00	18.15
	C	2824.80	35.31		C	3237.60	40.47		C	1519.20	18.99
	D	2967.20	37.09		D	3392.80	42.41		D	1581.60	19.77
	E	3111.20	38.89		E	3561.60	44.52		E	1659.20	20.74
1417	A	1710.40	21.38	1426	A	2236.80	27.96	1437	A	1706.40	21.33
	B	1797.60	22.47		B	2343.20	29.29		B	1791.20	22.39
	C	1887.20	23.59		C	2443.20	30.54		C	1872.00	23.40
	D	1974.40	24.68		D	2562.40	32.03		D	1952.80	24.41
	E	2079.20	25.99		E	2682.40	33.53		E	2046.40	25.58
1418	A	2398.40	29.98	1427	A	2564.80	32.06	1438	A	1519.20	18.99
	B	2513.60	31.42		B	2689.60	33.62		B	1581.60	19.77
	C	2637.60	32.97		C	2823.20	35.29		C	1659.20	20.74
	D	2767.20	34.59		D	2958.40	36.98		D	1729.60	21.62
	E	2893.60	36.17		E	3100.00	38.75		E	1811.20	22.64
1419	A	1386.40	17.33	1428	A	1811.20	22.64	1439	A	1449.60	18.12
	B	1463.20	18.29		B	1900.00	23.75		B	1519.20	18.99
	C	1525.60	19.07		C	1978.40	24.73		C	1590.40	19.88
	D	1600.80	20.01		D	2079.20	25.99		D	1660.00	20.75
	E	1673.60	20.92		E	2174.40	27.18		E	1735.20	21.69
1420	A	1631.20	20.39	1429	A	2568.00	32.10	1440	A	1590.40	19.88
	B	1706.40	21.33		B	2689.60	33.62		B	1660.00	20.75
	C	1792.80	22.41		C	2824.80	35.31		C	1735.20	21.69
	D	1874.40	23.43		D	2967.20	37.09		D	1816.00	22.70
	E	1968.00	24.60		E	3111.20	38.89		E	1902.40	23.78
1421	A	2616.00	32.70	1430	A	2604.80	32.56	1441	A	1668.00	20.85
	B	2734.40	34.18		B	2728.80	34.11		B	1740.80	21.76
	C	2876.80	35.96		C	2856.80	35.71		C	1826.40	22.83
	D	3016.80	37.71		D	3000.80	37.51		D	1904.80	23.81
	E	3158.40	39.48		E	3150.40	39.38		E	1992.80	24.91
1422	A	1488.00	18.60	1431	A	2065.60	25.82	1442	A	1829.60	22.87
	B	1560.00	19.50		B	2172.00	27.15		B	1921.60	24.02
	C	1637.60	20.47		C	2276.00	28.45		C	2021.60	25.27
	D	1708.80	21.36		D	2383.20	29.79		D	2103.20	26.29
	E	1791.20	22.39		E	2498.40	31.23		E	2212.80	27.66
1423	A	1708.80	21.36	1432	A	1231.20	15.39	1443	A	1811.20	22.64
	B	1791.20	22.39		B	1295.20	16.19		B	1900.00	23.75
	C	1881.60	23.52		C	1348.00	16.85		C	1978.40	24.73
	D	1970.40	24.63		D	1419.20	17.74		D	2078.20	25.99
	E	2065.60	25.82		E	1484.80	18.56		E	2174.40	27.18

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1444	A	2065.60	25.82	1453	A	3181.60	39.77	1466	A	1855.20	23.19
	B	2172.00	27.15		B	3342.40	41.78		B	1947.20	24.34
	C	2276.00	28.45		C	3497.60	43.72		C	2039.20	25.49
	D	2383.20	29.79		D	3672.80	45.91		D	2137.60	26.72
	E	2498.40	31.23		E	3850.40	48.13		E	2243.20	28.04
1445	A	1660.00	20.75	1456	A	2729.60	34.12	1467	A	1103.20	13.79
	B	1735.20	21.69		B	2864.80	35.81		B	1152.00	14.40
	C	1816.00	22.70		C	3004.00	37.55		C	1200.80	15.01
	D	1902.40	23.78		D	3148.80	39.36		D	1254.40	15.68
	E	1987.20	24.84		E	3304.00	41.30		E	1307.20	16.34
1446	A	1706.40	21.33	1457	A	2953.60	36.92	1468	A	1221.60	15.27
	B	1791.20	22.39		B	3094.40	38.68		B	1270.40	15.88
	C	1872.00	23.40		C	3248.80	40.61		C	1332.00	16.65
	D	1952.80	24.41		D	3408.00	42.60		D	1389.60	17.37
	E	2046.40	25.58		E	3571.20	44.64		E	1452.80	18.16
1447	A	1835.20	22.94	1458	A	2368.80	29.61	1469	A	1332.00	16.65
	B	1920.00	24.00		B	2491.20	31.14		B	1389.60	17.37
	C	2004.80	25.06		C	2598.40	32.48		C	1452.80	18.16
	D	2098.40	26.23		D	2732.00	34.15		D	1514.40	18.93
	E	2198.40	27.48		E	2864.00	35.80		E	1586.40	19.83
1448	A	1933.60	24.17	1461	A	1506.40	18.83	1470	A	1454.40	18.18
	B	2019.20	25.24		B	1576.80	19.71		B	1524.00	19.05
	C	2120.80	26.51		C	1658.40	20.73		C	1596.80	19.96
	D	2228.80	27.86		D	1738.40	21.73		D	1673.60	20.92
	E	2335.20	29.19		E	1812.00	22.65		E	1749.60	21.87
1449	A	1160.00	14.50	1462	A	2020.00	25.25	1474	A	2020.00	25.25
	B	1212.80	15.16		B	2114.40	26.43		B	2114.40	26.43
	C	1272.80	15.91		C	2225.60	27.82		C	2225.60	27.82
	D	1315.20	16.44		D	2332.80	29.16		D	2332.80	29.16
	E	1380.00	17.25		E	2437.60	30.47		E	2437.60	30.47
1450	A	1407.20	17.59	1463	A	1187.20	14.84	1475	A	2368.80	29.61
	B	1468.80	18.36		B	1242.40	15.53		B	2491.20	31.14
	C	1536.00	19.20		C	1308.00	16.35		C	2598.40	32.48
	D	1605.60	20.07		D	1373.60	17.17		D	2732.00	34.15
	E	1677.60	20.97		E	1432.80	17.91		E	2864.00	35.80
1451	A	1504.80	18.81	1464	A	1586.40	19.83	1476	A	2729.60	34.12
	B	1575.20	19.69		B	1668.80	20.86		B	2864.80	35.81
	C	1656.80	20.71		C	1741.60	21.77		C	3004.00	37.55
	D	1732.00	21.65		D	1819.20	22.74		D	3148.80	39.36
	E	1816.00	22.70		E	1915.20	23.94		E	3304.00	41.30
1452	A	1315.20	16.44	1465	A	1243.20	15.54	1480	A	1151.20	14.39
	B	1380.00	17.25		B	1304.80	16.31		B	1211.20	15.14
	C	1440.00	18.00		C	1371.20	17.14		C	1268.00	15.85
	D	1504.80	18.81		D	1430.40	17.88		D	1321.60	16.52
	E	1576.00	19.70		E	1496.80	18.71		E	1387.20	17.34

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1481	A	1329.60	16.62	1507	A	1729.60	21.62	1518	A	1824.00	22.80
	B	1388.00	17.35		B	1811.20	22.64		B	1922.40	24.03
	C	1453.60	18.17		C	1906.40	23.83		C	2004.00	25.05
	D	1520.80	19.01		D	1998.40	24.98		D	2096.00	26.20
	E	1596.80	19.96		E	2088.00	26.10		E	2202.40	27.53
1482	A	1174.40	14.68	1508	A	1454.40	18.18	1520	A	1636.00	20.45
	B	1223.20	15.29		B	1524.00	19.05		B	1715.20	21.44
	C	1281.60	16.02		C	1594.40	19.93		C	1798.40	22.48
	D	1336.80	16.71		D	1660.80	20.76		D	1881.60	23.52
	E	1396.00	17.45		E	1740.80	21.76		E	1971.20	24.64
1483	A	1454.40	18.18	1509	A	2040.80	25.51	1522	A	2169.60	27.12
	B	1524.00	19.05		B	2141.60	26.77		B	2283.20	28.54
	C	1596.80	19.96		C	2249.60	28.12		C	2388.80	29.86
	D	1673.60	20.92		D	2352.00	29.40		D	2504.80	31.31
	E	1749.60	21.87		E	2467.20	30.84		E	2624.00	32.80
1488	A	2282.40	28.53	1510	A	1811.20	22.64	1523	A	1996.00	24.95
	B	2388.00	29.85		B	1900.00	23.75		B	2091.20	26.14
	C	2509.60	31.37		C	1978.40	24.73		C	2181.60	27.27
	D	2625.60	32.82		D	2079.20	25.99		D	2290.40	28.63
	E	2760.00	34.50		E	2174.40	27.18		E	2396.00	29.95
1489	A	1880.80	23.51	1511	A	2065.60	25.82	1524	A	1639.20	20.49
	B	1968.80	24.61		B	2172.00	27.15		B	1712.80	21.41
	C	2065.60	25.82		C	2276.00	28.45		C	1797.60	22.47
	D	2172.00	27.15		D	2383.20	29.79		D	1880.00	23.50
	E	2276.80	28.46		E	2498.40	31.23		E	1972.80	24.66
1490	A	1664.00	20.80	1512	A	1444.80	18.06	1525	A	1923.20	24.04
	B	1740.80	21.76		B	1518.40	18.98		B	2019.20	25.24
	C	1822.40	22.79		C	1590.40	19.88		C	2120.00	26.50
	D	1913.60	23.92		D	1665.60	20.82		D	2225.60	27.82
	E	1999.20	24.99		E	1742.40	21.78		E	2328.80	29.11
1498	A	1836.00	22.95	1513	A	1393.60	17.42	1526	A	1793.60	22.42
	B	1922.40	24.03		B	1449.60	18.12		B	1884.80	23.56
	C	2009.60	25.12		C	1519.20	18.99		C	1973.60	24.67
	D	2101.60	26.27		D	1590.40	19.88		D	2072.80	25.91
	E	2201.60	27.52		E	1660.00	20.75		E	2175.20	27.19
1500	A	2806.40	35.08	1514	A	2040.80	25.51	1527	A	2118.40	26.48
	B	2946.40	36.83		B	2141.60	26.77		B	2222.40	27.78
	C	3091.20	38.64		C	2249.60	28.12		C	2329.60	29.12
	D	3240.80	40.51		D	2352.00	29.40		D	2446.40	30.58
	E	3405.60	42.57		E	2467.20	30.84		E	2568.00	32.10
1506	A	1289.60	16.12	1517	A	1016.80	12.71	1528	A	2806.40	35.08
	B	1350.40	16.88		B	1064.80	13.31		B	2946.40	36.83
	C	1420.80	17.76		C	1120.00	14.00		C	3091.20	38.64
	D	1488.00	18.60		D	1176.00	14.70		D	3240.80	40.51
	E	1552.00	19.40		E	1227.20	15.34		E	3405.60	42.57

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1530	A	1634.40	20.43	1546	A	1923.20	24.04	1562	A	1923.20	24.04
	B	1711.20	21.39		B	2019.20	25.24		B	2019.20	25.24
	C	1793.60	22.42		C	2120.00	26.50		C	2120.00	26.50
	D	1880.00	23.50		D	2225.60	27.82		D	2225.60	27.82
	E	1972.00	24.65		E	2328.80	29.11		E	2328.80	29.11
1531	A	1104.80	13.81	1552	A	1923.20	24.04	1563	A	1603.20	20.04
	B	1155.20	14.44		B	2019.20	25.24		B	1676.00	20.95
	C	1209.60	15.12		C	2120.00	26.50		C	1756.80	21.96
	D	1268.80	15.86		D	2225.60	27.82		D	1844.00	23.05
	E	1332.00	16.65		E	2328.80	29.11		E	1932.80	24.16
1532	A	1234.40	15.43	1555	A	1488.00	18.60	1564	A	1490.40	18.63
	B	1297.60	16.22		B	1560.00	19.59		B	1563.20	19.54
	C	1354.40	16.93		C	1637.60	20.47		C	1637.60	20.47
	D	1428.00	17.85		D	1708.80	21.36		D	1710.40	21.38
	E	1492.80	18.66		E	1791.20	22.39		E	1797.60	22.47
1533	A	1752.80	21.91	1556	A	2951.20	36.89	1565	A	958.40	11.98
	B	1844.00	23.05		B	3092.00	38.65		B	1004.00	12.55
	C	1925.60	24.07		C	3246.40	40.58		C	1056.00	13.20
	D	2023.20	25.29		D	3405.60	42.57		D	1104.80	13.81
	E	2118.40	26.48		E	3572.80	44.66		E	1155.20	14.44
1535	A	1151.20	14.39	1557	A	2568.00	32.10	1568	A	1281.60	16.02
	B	1211.20	15.14		B	2689.60	33.62		B	1336.80	16.71
	C	1268.00	15.85		C	2824.80	35.31		C	1396.00	17.45
	D	1321.60	16.52		D	2967.20	37.09		D	1457.60	18.22
	E	1387.20	17.34		E	3111.20	38.89		E	1525.60	19.07
1536	A	1268.00	15.85	1558	A	2079.20	25.99	1569	A	958.40	11.98
	B	1322.40	16.53		B	2179.20	27.24		B	1008.00	12.60
	C	1387.20	17.34		C	2283.20	28.54		C	1058.40	13.23
	D	1458.40	18.23		D	2394.40	29.93		D	1098.40	13.73
	E	1531.20	19.14		E	2512.80	31.41		E	1151.20	14.39
1538	A	1490.40	18.63	1559	A	1710.40	21.38	1570	A	2293.60	28.67
	B	1563.20	19.54		B	1797.60	22.47		B	2403.20	30.04
	C	1637.60	20.47		C	1887.20	23.59		C	2517.60	31.47
	D	1710.40	21.38		D	1974.40	24.68		D	2646.40	33.08
	E	1797.60	22.47		E	2079.20	25.99		E	2772.00	34.65
1543	A	1797.60	22.47	1560	A	1061.60	13.27	1571	A	1668.00	20.85
	B	1888.80	23.61		B	1109.60	13.87		B	1746.40	21.83
	C	1980.00	24.75		C	1155.20	14.44		C	1828.80	22.86
	D	2068.80	25.86		D	1206.40	15.08		D	1922.40	24.03
	E	2171.20	27.14		E	1256.80	15.71		E	2009.60	25.12
1544	A	2333.60	29.17	1561	A	2283.20	28.54	1572	A	903.20	11.29
	B	2448.00	30.60		B	2394.40	29.93		B	944.80	11.81
	C	2567.20	32.09		C	2512.80	31.41		C	981.60	12.27
	D	2695.20	33.69		D	2626.40	32.83		D	1026.40	12.83
	E	2827.20	35.34		E	2760.00	34.50		E	1068.00	13.35

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1573	A	1828.00	22.85	1585	A	2336.00	29.20	1594	A	1334.40	16.68
	B	1908.80	23.86		B	2457.60	30.72		B	1393.60	17.42
	C	1999.20	24.99		C	2578.40	32.23		C	1449.60	18.12
	D	2088.80	26.11		D	2708.00	33.85		D	1519.20	18.99
	E	2186.40	27.33		E	2836.80	35.46		E	1590.40	19.88
1575	A	1233.60	15.42	1586	A	1571.20	19.64	1595	A	1539.20	19.24
	B	1296.80	16.21		B	1645.60	20.57		B	1608.80	20.11
	C	1356.00	16.95		C	1730.40	21.63		C	1682.40	21.03
	D	1425.60	17.82		D	1811.20	22.64		D	1758.40	21.98
	E	1493.60	18.67		E	1894.40	23.68		E	1833.60	22.92
1576	A	1493.60	18.67	1587	A	3312.80	41.41	1596	A	2239.20	27.99
	B	1563.20	19.54		B	3476.80	43.46		B	2347.20	29.34
	C	1639.20	20.49		C	3645.60	45.57		C	2459.20	30.74
	D	1715.20	21.44		D	3813.60	47.67		D	2581.60	32.27
	E	1795.20	22.44		E	3998.40	49.98		E	2708.80	33.86
1577	A	1675.20	20.94	1588	A	804.80	10.06	1597	A	1700.80	21.26
	B	1754.40	21.93		B	844.00	10.55		B	1776.00	22.20
	C	1837.60	22.97		C	876.80	10.96		C	1864.00	23.30
	D	1925.60	24.07		D	923.20	11.54		D	1943.20	24.29
	E	2025.60	25.32		E	965.60	12.07		E	2032.80	25.41
1578	A	980.00	12.25	1589	A	2752.00	34.40	1598	A	2014.40	25.18
	B	1026.40	12.83		B	2888.80	36.11		B	2112.80	26.41
	C	1076.00	13.45		C	3027.20	37.84		C	2211.20	27.64
	D	1122.40	14.03		D	3168.80	39.61		D	2320.00	29.00
	E	1180.80	14.76		E	3323.20	41.54		E	2430.40	30.38
1579	A	1122.40	14.03	1590	A	1234.40	15.43	1599	A	2825.60	35.32
	B	1174.40	14.68		B	1298.40	16.23		B	2959.20	36.99
	C	1223.20	15.29		C	1360.80	17.01		C	3108.00	38.85
	D	1281.60	16.02		D	1421.60	17.77		D	3262.40	40.78
	E	1336.80	16.71		E	1493.60	18.67		E	3420.80	42.76
1580	A	1562.40	19.53	1591	A	1298.40	16.23	1601	A	2065.60	25.82
	B	1644.80	20.56		B	1361.60	17.02		B	2172.00	27.15
	C	1720.00	21.50		C	1422.40	17.78		C	2276.00	28.45
	D	1796.00	22.45		D	1490.40	18.63		D	2383.20	29.79
	E	1887.20	23.59		E	1560.00	19.50		E	2498.40	31.23
1583	A	1593.60	19.92	1592	A	2283.20	28.54	1602	A	1774.40	22.18
	B	1668.00	20.85		B	2399.20	29.99		B	1850.40	23.13
	C	1748.00	21.85		C	2513.60	31.42		C	1934.40	24.18
	D	1836.80	22.96		D	2634.40	32.93		D	2028.80	25.36
	E	1920.00	24.00		E	2759.20	34.49		E	2125.60	26.57
1584	A	1919.20	23.99	1593	A	1890.40	23.63	1603	A	2084.00	26.05
	B	2006.40	25.08		B	1989.60	24.87		B	2190.40	27.38
	C	2106.40	26.33		C	2080.80	26.01		C	2293.60	28.67
	D	2197.60	27.47		D	2174.40	27.18		D	2396.80	29.96
	E	2311.20	28.89		E	2288.00	28.60		E	2520.80	31.51

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1604	A	2400.80	30.01	1615	A	2568.00	32.10	1627	A	1228.80	15.36
	B	2520.80	31.51		B	2689.60	33.62		B	1284.80	16.06
	C	2641.60	33.02		C	2824.80	35.31		C	1340.00	16.75
	D	2775.20	34.69		D	2967.20	37.09		D	1399.20	17.49
	E	2907.20	36.34		E	3111.20	38.89		E	1464.00	18.30
1605	A	1964.00	24.55	1616	A	2088.80	26.11	1628	A	1454.40	18.18
	B	2062.40	25.78		B	2196.80	27.46		B	1524.00	19.05
	C	2165.60	27.07		C	2299.20	28.74		C	1596.80	19.96
	D	2273.60	28.42		D	2409.60	30.12		D	1673.60	20.92
	E	2388.00	29.85		E	2525.60	31.57		E	1749.60	21.87
1608	A	1706.40	21.33	1617	A	1151.20	14.39	1630	A	1504.00	18.80
	B	1791.20	22.39		B	1211.20	15.14		B	1578.40	19.73
	C	1872.00	23.40		C	1268.00	15.85		C	1658.40	20.73
	D	1952.80	24.41		D	1321.60	16.52		D	1734.40	21.68
	E	2046.40	25.58		E	1387.20	17.34		E	1811.20	22.64
1609	A	1800.00	22.50	1618	A	1791.20	22.39	1631	A	2079.20	25.99
	B	1888.80	23.61		B	1880.80	23.51		B	2179.20	27.24
	C	1980.00	24.75		C	1963.20	24.54		C	2283.20	28.54
	D	2066.40	25.83		D	2051.20	25.64		D	2394.40	29.93
	E	2171.20	27.14		E	2145.60	26.82		E	2512.80	31.41
1610	A	2066.40	25.83	1622	A	2384.80	29.81	1632	A	1284.80	16.06
	B	2171.20	27.14		B	2500.00	31.25		B	1339.20	16.74
	C	2282.40	28.53		C	2628.80	32.86		C	1399.20	17.49
	D	2390.40	29.88		D	2760.00	34.50		D	1463.20	18.29
	E	2512.80	31.41		E	2887.20	36.09		E	1529.60	19.12
1611	A	2384.80	29.81	1623	A	1800.00	22.50	1634	A	1579.20	19.74
	B	2500.00	31.25		B	1888.80	23.61		B	1657.60	20.72
	C	2628.80	32.86		C	1980.00	24.75		C	1742.40	21.78
	D	2760.00	34.50		D	2066.40	25.83		D	1827.20	22.84
	E	2887.20	36.09		E	2171.20	27.14		E	1918.40	23.98
1612	A	2283.20	28.54	1624	A	2066.40	25.83	1635	A	1600.00	20.00
	B	2394.40	29.93		B	2171.20	27.14		B	1676.80	20.96
	C	2512.80	31.41		C	2282.40	28.53		C	1752.80	21.91
	D	2626.40	32.83		D	2390.40	29.88		D	1832.80	22.91
	E	2760.00	34.50		E	2512.80	31.41		E	1921.60	24.02
1613	A	1710.40	21.38	1625	A	1557.60	19.47	1637	A	1822.40	22.78
	B	1797.60	22.47		B	1626.40	20.33		B	1906.40	23.83
	C	1887.20	23.59		C	1702.40	21.28		C	2003.20	25.04
	D	1974.40	24.68		D	1780.80	22.26		D	2103.20	26.29
	E	2079.20	25.99		E	1865.60	23.32		E	2202.40	27.53
1614	A	2079.20	25.99	1626	A	1557.60	19.47	1638	A	2564.00	32.05
	B	2179.20	27.24		B	1626.40	20.33		B	2683.20	33.54
	C	2283.20	28.54		C	1702.40	21.28		C	2819.20	35.24
	D	2394.40	29.93		D	1780.80	22.26		D	2958.40	36.98
	E	2512.80	31.41		E	1865.60	23.32		E	3096.00	38.70



**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1639	A	1656.80	20.71	1649	A	1526.40	19.08	1658	A	2121.60	26.52
	B	1738.40	21.73		B	1602.40	20.03		B	2219.20	27.74
	C	1818.40	22.73		C	1676.80	20.96		C	2328.80	29.11
	D	1904.80	23.81		D	1760.80	22.01		D	2440.00	30.50
	E	1990.40	24.88		E	1848.80	23.11		E	2556.00	31.95
1640	A	1370.40	17.13	1650	A	2273.60	28.42	1659	A	1678.40	20.98
	B	1434.40	17.93		B	2386.40	29.83		B	1758.40	21.98
	C	1505.60	18.82		C	2504.00	31.30		C	1844.80	23.06
	D	1575.20	19.69		D	2618.40	32.73		D	1929.60	24.12
	E	1648.00	20.60		E	2750.40	34.38		E	2027.20	25.34
1641	A	1589.60	19.87	1651	A	1421.60	17.77	1660	A	1588.00	19.85
	B	1659.20	20.74		B	1491.20	18.64		B	1660.80	20.76
	C	1739.20	21.74		C	1560.00	19.50		C	1737.60	21.72
	D	1814.40	22.68		D	1637.60	20.47		D	1826.40	22.83
	E	1900.00	23.75		E	1712.80	21.41		E	1906.40	23.83
1642	A	1979.20	24.74	1652	A	1454.40	18.18	1661	A	1914.40	23.93
	B	2068.00	25.85		B	1524.00	19.05		B	2018.20	25.19
	C	2177.60	27.22		C	1594.40	19.93		C	2096.80	26.21
	D	2288.80	28.61		D	1660.80	20.76		D	2201.60	27.52
	E	2398.40	29.98		E	1740.80	21.76		E	2308.80	28.86
1644	A	1517.60	18.97	1663	A	1594.40	19.93	1662	A	1637.60	20.47
	B	1585.60	19.82		B	1660.80	20.76		B	1712.80	21.41
	C	1654.40	20.68		C	1740.80	21.76		C	1793.60	22.42
	D	1729.60	21.62		D	1816.00	22.70		D	1884.80	23.56
	E	1809.60	22.62		E	1904.00	23.80		E	1974.40	24.68
1645	A	1571.20	19.64	1654	A	1749.60	21.87	1663	A	1056.00	13.20
	B	1645.60	20.57		B	1829.60	22.87		B	1104.80	13.81
	C	1725.60	21.57		C	1916.80	23.96		C	1155.20	14.44
	D	1806.40	22.58		D	2001.60	25.02		D	1209.60	15.12
	E	1890.40	23.63		E	2093.60	26.17		E	1268.80	15.86
1646	A	1820.80	22.76	1655	A	1564.80	19.96	1664	A	1268.80	15.86
	B	1904.80	23.81		B	1637.60	20.47		B	1332.00	16.65
	C	1990.40	24.88		C	1720.00	21.50		C	1387.20	17.34
	D	2075.20	25.94		D	1800.00	22.50		D	1454.40	18.18
	E	2176.80	27.21		E	1887.20	23.59		E	1526.40	19.08
1647	A	1456.80	18.21	1656	A	1722.40	21.53	1665	A	1526.40	19.08
	B	1532.00	19.15		B	1800.00	22.50		B	1596.80	19.96
	C	1607.20	20.09		C	1888.80	23.61		C	1673.60	20.92
	D	1678.40	20.98		D	1978.40	24.73		D	1756.80	21.96
	E	1758.40	21.98		E	2076.80	25.96		E	1841.60	23.02
1648	A	1331.20	16.64	1657	A	1934.40	24.18	1666	A	1996.00	24.95
	B	1388.80	17.36		B	2027.20	25.34		B	2091.20	26.14
	C	1456.80	18.21		C	2124.80	26.56		C	2181.60	27.27
	D	1532.00	19.15		D	2227.20	27.84		D	2290.40	28.63
	E	1607.20	20.09		E	2334.40	29.18		E	2396.00	29.95

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1667	A	958.40	11.98	1678	A	1563.20	19.54	1697	A	1612.80	20.16
	B	1004.00	12.55		B	1637.60	20.47		B	1684.80	21.06
	C	1056.00	13.20		C	1710.40	21.38		C	1767.20	22.09
	D	1104.80	13.81		D	1797.60	22.47		D	1857.60	23.22
	E	1155.20	14.44		E	1887.20	23.59		E	1943.20	24.29
1668	A	2169.60	27.12	1680	A	4524.80	56.56	1698	A	2958.40	36.98
	B	2283.20	28.54		B	4730.40	59.13		B	3101.60	38.77
	C	2388.80	29.86		C	4949.60	61.87		C	3256.00	40.70
	D	2504.80	31.31		D	5179.20	64.74		D	3405.60	42.57
	E	2624.00	32.80		E	5419.20	67.74		E	3576.80	44.71
1669	A	2025.60	25.32	1683	A	3753.60	46.92	1699	A	1352.00	16.90
	B	2112.80	26.41		B	3921.60	49.02		B	1425.60	17.82
	C	2214.40	27.68		C	4103.20	51.29		C	1490.40	18.63
	D	2315.20	28.94		D	4294.40	53.68		D	1563.20	19.54
	E	2416.80	30.21		E	4492.80	56.16		E	1637.60	20.47
1670	A	2424.00	30.30	1684	A	2538.40	31.73	1714	A	1740.00	21.75
	B	2537.60	31.72		B	2659.20	33.24		B	1827.20	22.84
	C	2664.00	33.30		C	2788.00	34.85		C	1904.00	23.80
	D	2792.80	34.91		D	2929.60	36.62		D	1995.20	24.94
	E	2924.80	36.56		E	3067.20	38.34		E	2097.60	26.22
1671	A	2310.40	28.88	1692	A	1894.40	23.68	1715	A	2394.40	29.93
	B	2420.00	30.25		B	1983.20	24.79		B	2510.40	31.38
	C	2535.20	31.69		C	2083.20	26.04		C	2632.00	32.90
	D	2659.20	33.24		D	2179.20	27.24		D	2763.20	34.54
	E	2787.20	34.84		E	2287.20	28.59		E	2887.20	36.09
1672	A	1749.60	21.87	1693	A	2416.80	30.21	1716	A	1490.40	18.63
	B	1832.80	22.91		B	2533.60	31.67		B	1560.00	19.50
	C	1921.60	24.02		C	2654.40	33.18		C	1637.60	20.47
	D	2004.00	25.05		D	2790.40	34.88		D	1709.60	21.37
	E	2097.60	26.22		E	2920.80	36.51		E	1793.60	22.42
1673	A	1457.60	18.32	1694	A	2533.60	31.67	1717	A	1912.00	23.90
	B	1525.60	19.07		B	2654.40	33.18		B	1996.00	24.95
	C	1594.40	19.93		C	2790.40	34.88		C	2088.80	26.11
	D	1665.60	20.82		D	2920.80	36.51		D	2186.40	27.33
	E	1740.00	21.75		E	3064.00	38.30		E	2282.40	28.53
1675	A	1811.20	22.64	1695	A	2538.40	31.73	1718	A	2120.80	26.51
	B	1900.00	23.75		B	2659.20	33.24		B	2226.40	27.83
	C	1978.40	24.73		C	2788.00	34.85		C	2330.40	29.13
	D	2079.20	25.99		D	2929.60	36.62		D	2440.80	30.51
	E	2174.40	27.18		E	3067.20	38.34		E	2560.80	32.01
1677	A	2065.60	25.82	1696	A	2933.60	36.67	1719	A	1331.20	16.64
	B	2172.00	27.15		B	3078.40	38.48		B	1395.20	17.44
	C	2276.00	28.45		C	3226.40	40.33		C	1455.20	18.19
	D	2383.20	29.79		D	3386.40	42.33		D	1525.60	19.07
	E	2498.40	31.23		E	3546.40	44.33		E	1596.80	19.96

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1720	A	1268.00	15.85	1730	A	1923.20	24.04	1747	A	1490.40	18.63
	B	1322.40	16.53		B	2019.20	25.24		B	1563.20	19.54
	C	1387.20	17.34		C	2120.00	26.50		C	1637.60	20.47
	D	1458.40	18.23		D	2225.60	27.82		D	1710.40	21.38
	E	1531.20	19.14		E	2328.80	29.11		E	1797.60	22.47
1721	A	1760.80	22.01	1732	A	1596.00	19.95	1748	A	1710.40	21.38
	B	1841.60	23.02		B	1660.80	20.76		B	1797.60	22.47
	C	1928.80	24.11		C	1741.60	21.77		C	1887.20	23.59
	D	2028.80	25.36		D	1816.00	22.70		D	1974.40	24.68
	E	2123.20	26.54		E	1902.40	23.78		E	2079.20	25.99
1722	A	1675.20	20.94	1734	A	2000.00	25.00	1749	A	2079.20	25.99
	B	1755.20	21.94		B	2097.60	26.22		B	2179.20	27.24
	C	1834.40	22.93		C	2198.40	27.48		C	2283.20	28.54
	D	1931.20	24.14		D	2303.20	28.79		D	2394.40	29.93
	E	2023.20	25.29		E	2416.80	30.21		E	2512.80	31.41
1723	A	1756.80	21.96	1735	A	1640.00	20.50	1750	A	2225.60	27.82
	B	1841.60	23.02		B	1712.80	21.41		B	2328.80	29.11
	C	1924.80	24.06		C	1795.20	22.44		C	2440.00	30.50
	D	2025.60	25.32		D	1887.20	23.59		D	2562.40	32.03
	E	2121.60	26.52		E	1972.80	24.66		E	2681.60	33.52
1724	A	2684.00	33.55	1736	A	2198.40	27.48	1751	A	2562.40	32.03
	B	2806.40	35.08		B	2292.00	28.65		B	2681.60	33.52
	C	2948.80	36.86		C	2393.60	29.92		C	2816.00	35.20
	D	3085.60	38.57		D	2500.00	31.25		D	2953.60	36.92
	E	3235.20	40.44		E	2620.00	32.75		E	3094.40	38.68
1725	A	1923.20	24.04	1737	A	1519.20	18.99	1752	A	2953.60	36.92
	B	2019.20	25.24		B	1581.60	19.77		B	3094.40	38.68
	C	2120.00	26.50		C	1659.20	20.74		C	3248.80	40.61
	D	2225.60	27.82		D	1729.60	21.62		D	3408.00	42.60
	E	2328.80	29.11		E	1811.20	22.64		E	3571.20	44.64
1726	A	1675.20	20.94	1738	A	1742.40	21.78	1754	A	2816.80	35.21
	B	1754.40	21.93		B	1820.80	22.76		B	2949.60	36.87
	C	1837.60	22.97		C	1908.80	23.86		C	3096.00	38.70
	D	1925.60	24.07		D	1988.00	24.85		D	3248.00	40.60
	E	2025.60	25.32		E	2083.20	26.04		E	3405.60	42.57
1727	A	1923.20	24.04	1739	A	2671.20	33.39	1756	A	2283.20	28.54
	B	2019.20	25.24		B	2805.60	35.07		B	2394.40	29.93
	C	2120.00	26.50		C	2935.20	36.69		C	2512.80	31.41
	D	2225.60	27.82		D	3079.20	38.49		D	2626.40	32.83
	E	2328.80	29.11		E	3225.60	40.32		E	2760.00	34.50
1728	A	2700.80	33.76	1746	A	1211.20	15.14	1757	A	2799.20	34.99
	B	2828.80	35.36		B	1268.00	15.85		B	2932.80	36.66
	C	2973.60	37.17		C	1321.60	16.52		C	3078.40	38.48
	D	3114.40	38.93		D	1387.20	17.34		D	3232.80	40.41
	E	3271.20	40.89		E	1458.40	18.23		E	3390.40	42.38

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1758	A	1268.00	15.85	1777	A	1673.60	20.92	1798	A	2288.00	28.60
	B	1322.40	16.53		B	1749.60	21.87		B	2395.20	29.94
	C	1387.20	17.34		C	1837.60	22.97		C	2516.00	31.45
	D	1458.40	18.23		D	1932.80	24.16		D	2636.80	32.96
	E	1531.20	19.14		E	2027.20	25.34		E	2760.00	34.50
1759	A	1455.20	18.19	1778	A	1387.20	17.34	1801	A	1455.20	18.19
	B	1525.60	19.07		B	1458.40	18.23		B	1525.60	19.07
	C	1596.00	19.95		C	1531.20	19.14		C	1596.00	19.95
	D	1677.60	20.97		D	1598.40	19.98		D	1677.60	20.97
	E	1760.80	22.01		E	1673.60	20.92		E	1760.80	22.01
1762	A	2952.80	36.91	1783	A	2283.20	28.54	1802	A	1786.40	22.33
	B	3095.20	38.69		B	2393.60	29.92		B	1868.80	23.36
	C	3246.40	40.58		C	2510.40	31.38		C	1952.80	24.41
	D	3408.00	42.60		D	2628.00	32.85		D	2038.40	25.48
	E	3577.60	44.72		E	2764.00	34.55		E	2137.60	26.72
1765	A	1753.60	21.92	1784	A	1430.40	17.88	1803	A	1672.00	20.90
	B	1841.60	23.02		B	1503.20	18.79		B	1741.60	21.77
	C	1925.60	24.07		C	1572.80	19.66		C	1827.20	22.84
	D	2020.80	25.26		D	1652.00	20.65		D	1904.00	23.80
	E	2108.00	26.35		E	1730.40	21.63		E	1992.00	24.90
1766	A	1375.20	17.19	1793	A	2626.40	32.83	1804	A	2760.00	34.50
	B	1448.00	18.10		B	2760.00	34.50		B	2887.20	36.09
	C	1513.60	18.92		C	2895.20	36.19		C	3030.40	37.88
	D	1582.40	19.78		D	3039.20	37.99		D	3172.80	39.66
	E	1657.60	20.72		E	3184.00	39.80		E	3325.60	41.57
1767	A	1580.00	19.75	1794	A	716.00	8.95	1805	A	2824.80	35.31
	B	1664.00	20.80		B	750.40	9.38		B	2960.00	37.00
	C	1740.80	21.76		C	791.20	9.89		C	3105.60	38.82
	D	1825.60	22.82		D	823.20	10.29		D	3260.00	40.75
	E	1906.40	23.83		E	858.40	10.73		E	3416.80	42.71
1769	A	2568.00	32.10	1795	A	2824.80	35.31	1806	A	2953.60	36.92
	B	2689.60	33.62		B	2960.00	37.00		B	3094.40	38.68
	C	2824.80	35.31		C	3105.60	38.82		C	3248.80	40.61
	D	2967.20	37.09		D	3260.00	40.75		D	3408.00	42.60
	E	3111.20	38.89		E	3416.80	42.71		E	3573.20	44.64
1774	A	1268.00	15.85	1796	A	1529.60	19.12	1808	A	1476.00	18.45
	B	1322.40	16.53		B	1600.00	20.00		B	1543.20	19.29
	C	1387.20	17.34		C	1675.20	20.94		C	1610.40	20.13
	D	1458.40	18.23		D	1761.60	22.02		D	1681.60	21.02
	E	1531.20	19.14		E	1839.20	22.99		E	1761.60	22.02
1776	A	1211.20	15.14	1797	A	1640.00	20.50	1809	A	1455.20	18.19
	B	1268.00	15.85		B	1712.80	21.41		B	1525.60	19.07
	C	1321.60	16.52		C	1795.20	22.44		C	1596.00	19.95
	D	1387.20	17.34		D	1887.20	23.59		D	1677.60	20.97
	E	1458.40	18.23		E	1972.80	24.66		E	1760.80	22.01

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1810	A	1811.20	22.64	1823	A	2227.20	27.84	1839	A	2294.40	28.68
	B	1900.00	23.75		B	2331.20	29.14		B	2399.20	29.99
	C	1978.40	24.73		C	2447.20	30.59		C	2513.60	31.42
	D	2079.20	25.99		D	2568.00	32.10		D	2624.00	32.80
	E	2174.40	27.18		E	2689.60	33.62		E	2748.00	34.35
1811	A	2240.80	28.01	1824	A	1828.00	22.85	1840	A	1387.20	17.34
	B	2345.60	29.32		B	1901.60	23.77		B	1458.40	18.23
	C	2461.60	30.77		C	1979.20	24.74		C	1531.20	19.14
	D	2578.40	32.23		D	2061.60	25.77		D	1598.40	19.98
	E	2708.80	33.86		E	2152.00	26.90		E	1673.60	20.92
1816	A	2824.80	35.31	1825	A	1604.80	20.06	1841	A	2409.60	30.12
	B	2960.00	37.00		B	1682.40	21.03		B	2520.00	31.50
	C	3105.60	38.82		C	1768.80	22.11		C	2632.00	32.90
	D	3260.00	40.75		D	1850.40	23.13		D	2758.40	34.48
	E	3416.80	42.71		E	1940.80	24.26		E	2884.00	36.05
1817	A	1539.20	19.24	1826	A	1940.80	24.26	1842	A	2079.20	25.99
	B	1608.00	20.10		B	2032.80	25.41		B	2179.20	27.24
	C	1682.40	21.03		C	2136.00	26.70		C	2283.20	28.54
	D	1760.80	22.01		D	2237.60	27.97		D	2394.40	29.93
	E	1839.20	22.99		E	2347.20	29.34		E	2512.80	31.41
1818	A	1734.40	21.68	1830	A	2953.60	36.92	1844	A	1387.20	17.34
	B	1816.00	22.70		B	3094.40	38.68		B	1458.40	18.23
	C	1906.40	23.83		C	3248.80	40.61		C	1531.20	19.14
	D	2004.00	25.05		D	3408.00	42.60		D	1598.40	19.98
	E	2098.40	26.23		E	3571.20	44.64		E	1673.60	20.92
1819	A	1525.60	19.07	1832	A	1740.80	21.76	1849	A	2435.20	30.44
	B	1596.00	19.95		B	1810.40	22.63		B	2560.80	32.01
	C	1668.00	20.85		C	1885.60	23.57		C	2676.00	33.45
	D	1742.40	21.78		D	1964.00	24.55		D	2811.20	35.14
	E	1828.00	22.85		E	2051.20	25.64		E	2940.80	36.76
1820	A	1846.40	23.08	1833	A	1281.60	16.02	1850	A	2075.20	25.94
	B	1930.40	24.13		B	1336.80	16.71		B	2167.20	27.09
	C	2024.00	25.30		C	1396.00	17.45		C	2283.20	28.54
	D	2120.00	26.50		D	1457.60	18.22		D	2393.60	29.92
	E	2224.80	27.81		E	1525.60	19.07		E	2510.40	31.38
1821	A	1979.20	24.74	1834	A	1420.00	17.75	1851	A	2760.00	34.50
	B	2068.00	25.85		B	1483.20	18.54		B	2887.20	36.09
	C	2177.60	27.22		C	1551.20	19.39		C	3030.40	37.88
	D	2288.80	28.61		D	1624.00	20.30		D	3172.80	39.66
	E	2398.40	29.98		E	1698.40	21.23		E	3325.60	41.57
1822	A	2217.60	27.72	1835	A	1955.20	24.44	1852	A	1525.60	19.07
	B	2323.20	29.04		B	2036.80	25.46		B	1601.60	20.02
	C	2432.00	30.40		C	2133.60	26.67		C	1673.60	20.92
	D	2552.00	31.90		D	2230.40	27.88		D	1759.20	21.99
	E	2669.60	33.37		E	2334.40	29.18		E	1847.20	23.09

**BASE SALARY TABLE CLASSIFIED SERVICE**  
**Effective 7 - 1 - 2010**

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1853	A	1455.20	18.19	1864	A	1387.20	17.34	1874	A	2711.20	33.89
	B	1525.60	19.07		B	1457.60	18.22		B	2840.00	35.50
	C	1596.00	19.95		C	1532.80	19.16		C	2972.80	37.16
	D	1677.60	20.97		D	1608.00	20.10		D	3120.80	39.01
	E	1760.80	22.01		E	1678.40	20.98		E	3272.00	40.90
1854	A	2759.20	34.49	1865	A	1356.00	16.95	1875	A	2953.60	36.92
	B	2887.20	36.09		B	1422.40	17.78		B	3094.40	38.68
	C	3022.60	37.87		C	1493.60	18.67		C	3248.80	40.61
	D	3172.80	39.66		D	1564.80	19.56		D	3408.00	42.60
	E	3325.60	41.57		E	1639.20	20.49		E	3571.20	44.64
1855	A	2953.60	36.92	1866	A	2202.40	27.53	1876	A	1675.20	20.94
	B	3094.40	38.68		B	2314.40	28.93		B	1754.40	21.93
	C	3248.80	40.61		C	2429.60	30.37		C	1837.60	22.97
	D	3408.00	42.60		D	2536.80	31.71		D	1925.60	24.07
	E	3571.20	44.64		E	2661.60	33.27		E	2025.60	25.32
1856	A	3315.20	41.44	1867	A	2125.60	26.57	1877	A	2390.40	29.88
	B	3468.00	43.35		B	2237.60	27.97		B	2509.60	31.37
	C	3622.20	45.54		C	2344.80	29.31		C	2624.00	32.80
	D	3821.60	47.77		D	2462.40	30.78		D	2758.40	34.48
	E	4004.80	50.06		E	2580.80	32.26		E	2886.40	36.08
1857	A	1849.60	23.12	1868	A	1465.60	18.32	1878	A	2953.60	36.92
	B	1932.80	24.16		B	1533.60	19.17		B	3094.40	38.68
	C	2028.80	25.36		C	1602.40	20.03		C	3248.80	40.61
	D	2124.00	26.55		D	1673.60	20.92		D	3408.00	42.60
	E	2232.00	27.90		E	1744.00	21.80		E	3571.20	44.64
1859	A	2348.00	29.35	1870	A	1816.00	22.70	1879	A	1387.20	17.34
	B	2460.00	30.75		B	1901.60	23.77		B	1458.40	18.23
	C	2565.60	32.07		C	1997.60	24.97		C	1531.20	19.14
	D	2690.40	33.63		D	2096.00	26.20		D	1598.40	19.98
	E	2816.00	35.20		E	2197.60	27.47		E	1673.60	20.92
1860	A	1455.20	18.19	1871	A	2079.20	25.99	1880	A	2122.40	26.53
	B	1525.60	19.07		B	2179.20	27.24		B	2230.40	27.88
	C	1596.00	19.95		C	2283.20	28.54		C	2336.80	29.21
	D	1677.60	20.97		D	2394.40	29.93		D	2450.40	30.63
	E	1760.80	22.01		E	2512.80	31.41		E	2571.20	32.14
1861	A	1708.80	21.36	1872	A	2513.60	31.42	1881	A	1708.80	21.36
	B	1791.20	22.39		B	2636.00	32.95		B	1791.20	22.39
	C	1881.60	23.52		C	2758.40	34.48		C	1881.60	23.52
	D	1970.40	24.63		D	2895.20	36.19		D	1970.40	24.63
	E	2065.60	25.82		E	3039.20	37.99		E	2065.60	25.82
1863	A	2953.60	36.92	1873	A	1421.60	17.77	1883	A	3137.60	39.22
	B	3094.40	38.68		B	1492.80	18.66		B	3289.60	41.12
	C	3248.80	40.61		C	1562.40	19.53		C	3460.00	43.25
	D	3408.00	42.60		D	1640.00	20.50		D	3620.00	45.25
	E	3571.20	44.64		E	1712.80	21.41		E	3795.20	47.44

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1884	A	3137.60	39.22	1894	A	1449.60	18.12	1903	A	1455.20	18.19
	B	3289.60	41.12		B	1519.20	18.99		B	1525.60	19.07
	C	3460.00	43.25		C	1590.40	19.88		C	1596.80	19.96
	D	3620.00	45.25		D	1660.00	20.75		D	1675.20	20.94
	E	3795.20	47.44		E	1735.20	21.69		E	1758.40	21.98
1885	A	2453.60	30.67	1895	A	1889.60	23.62	1904	A	2079.20	25.99
	B	2572.00	32.15		B	1972.80	24.66		B	2179.20	27.24
	C	2702.40	33.78		C	2060.00	25.75		C	2283.20	28.54
	D	2830.40	35.38		D	2163.20	27.04		D	2394.40	29.93
	E	2973.60	37.17		E	2260.00	28.25		E	2512.80	31.41
1886	A	1845.60	23.07	1896	A	2564.80	32.06	1905	A	1209.60	15.12
	B	1935.20	24.19		B	2688.80	33.61		B	1268.00	15.85
	C	2021.60	25.27		C	2824.80	35.31		C	1321.60	16.52
	D	2124.80	26.56		D	2960.00	37.00		D	1387.20	17.34
	E	2228.80	27.86		E	3110.40	38.88		E	1455.20	18.19
1887	A	2487.20	31.09	1897	A	1749.60	21.87	1906	A	1416.00	17.70
	B	2598.40	32.48		B	1832.80	22.91		B	1488.80	18.61
	C	2719.20	33.99		C	1924.80	24.06		C	1558.40	19.48
	D	2844.00	35.55		D	2008.00	25.10		D	1635.20	20.44
	E	2972.80	37.16		E	2097.60	26.22		E	1709.60	21.37
1888	A	2719.20	33.99	1898	A	1449.60	18.12	1907	A	1558.40	19.48
	B	2848.80	35.61		B	1519.20	18.99		B	1635.20	20.44
	C	2997.60	37.47		C	1590.40	19.88		C	1709.60	21.37
	D	3137.60	39.22		D	1660.00	20.75		D	1793.60	22.42
	E	3289.60	41.12		E	1735.20	21.69		E	1880.80	23.51
1890	A	2070.40	25.88	1899	A	1156.00	14.45	1908	A	1174.40	14.68
	B	2164.80	27.06		B	1210.40	15.13		B	1223.20	15.29
	C	2262.40	28.28		C	1268.80	15.86		C	1281.60	16.02
	D	2371.20	29.64		D	1331.20	16.64		D	1336.80	16.71
	E	2476.80	30.96		E	1395.20	17.44		E	1396.00	17.45
1891	A	1634.40	20.43	1900	A	1641.60	20.52	1909	A	1472.80	18.41
	B	1706.40	21.33		B	1719.20	21.49		B	1535.20	19.19
	C	1780.80	22.26		C	1796.00	22.45		C	1606.40	20.08
	D	1872.00	23.40		D	1891.20	23.64		D	1680.00	21.00
	E	1952.80	24.41		E	1976.80	24.71		E	1752.00	21.90
1892	A	2297.60	28.72	1901	A	1531.20	19.14	1910	A	1027.20	12.84
	B	2415.20	30.19		B	1601.60	20.02		B	1073.60	13.42
	C	2532.80	31.66		C	1678.20	20.94		C	1123.20	14.04
	D	2659.20	33.24		D	1764.00	22.05		D	1179.20	14.74
	E	2793.60	34.92		E	1841.60	23.02		E	1231.20	15.39
1893	A	1594.40	19.93	1902	A	1331.20	16.64	1912	A	1814.40	22.68
	B	1671.20	20.89		B	1395.20	17.44		B	1895.20	23.69
	C	1748.00	21.85		C	1455.20	18.19		C	1992.80	24.91
	D	1828.00	22.85		D	1525.60	19.07		D	2079.20	25.99
	E	1908.80	23.86		E	1596.80	19.96		E	2177.60	27.22

**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1913	A	1902.40	23.78	1923	A	2568.00	32.10	1932	A	1371.20	17.14
	B	1992.80	24.91		B	2689.60	33.62		B	1434.40	17.93
	C	2079.20	25.99		C	2824.80	35.31		C	1506.40	18.83
	D	2183.20	27.29		D	2967.20	37.09		D	1575.20	19.69
	E	2284.00	28.55		E	3111.20	38.89		E	1650.40	20.63
1914	A	804.80	10.06	1924	A	2823.20	35.29	1933	A	1501.60	18.77
	B	844.00	10.55		B	2958.40	36.98		B	1573.60	19.67
	C	876.80	10.96		C	3105.60	38.82		C	1651.20	20.64
	D	923.20	11.54		D	3256.00	40.70		D	1725.60	21.57
	E	958.40	11.98		E	3408.80	42.61		E	1804.80	22.56
1915	A	2436.80	30.46	1925	A	1432.80	17.91	1934	A	1305.60	16.32
	B	2561.60	32.02		B	1500.80	18.76		B	1368.80	17.11
	C	2676.00	33.45		C	1568.80	19.61		C	1436.00	17.95
	D	2811.20	35.14		D	1644.80	20.56		D	1500.80	18.76
	E	2940.00	36.75		E	1720.00	21.50		E	1569.60	19.62
1917	A	2568.00	32.10	1926	A	2568.00	32.10	1935	A	2953.60	36.92
	B	2689.60	33.62		B	2689.60	33.62		B	3094.40	38.68
	C	2824.80	35.31		C	2824.80	35.31		C	3248.80	40.61
	D	2967.20	37.09		D	2967.20	37.09		D	3408.00	42.60
	E	3111.20	38.89		E	3111.20	38.89		E	3571.20	44.64
1918	A	2105.60	26.32	1927	A	2559.20	31.99	1936	A	1053.60	13.17
	B	2216.80	27.71		B	2680.80	33.51		B	1104.00	13.80
	C	2306.40	28.83		C	2815.20	35.19		C	1152.80	14.41
	D	2421.60	30.27		D	2956.00	36.95		D	1209.60	15.12
	E	2540.00	31.75		E	3099.20	38.74		E	1268.00	15.85
1919	A	1180.00	14.75	1928	A	2332.80	29.16	1937	A	2240.80	28.01
	B	1233.60	15.42		B	2440.00	30.50		B	2345.60	29.32
	C	1297.60	16.22		C	2564.80	32.06		C	2461.60	30.77
	D	1352.00	16.90		D	2684.80	33.56		D	2578.40	32.23
	E	1425.60	17.82		E	2812.00	35.15		E	2708.80	33.86
1920	A	1526.40	19.08	1929	A	2568.00	32.10	1938	A	2225.60	27.82
	B	1601.60	20.02		B	2689.60	33.62		B	2328.80	29.11
	C	1681.60	21.02		C	2824.80	35.31		C	2440.00	30.50
	D	1769.60	22.12		D	2967.20	37.09		D	2562.40	32.03
	E	1844.80	23.06		E	3111.20	38.89		E	2681.60	33.52
1921	A	1371.20	17.14	1930	A	1600.00	20.00	1939	A	2562.40	32.03
	B	1430.40	17.88		B	1678.40	20.98		B	2681.60	33.52
	C	1496.80	18.71		C	1756.80	21.96		C	2816.00	35.20
	D	1568.80	19.61		D	1844.00	23.05		D	2953.60	36.92
	E	1649.60	20.62		E	1932.80	24.16		E	3094.40	38.68
1922	A	2703.20	33.79	1931	A	1887.20	23.59	1940	A	2283.20	28.54
	B	2828.00	35.35		B	1972.80	24.66		B	2394.40	29.93
	C	2968.80	37.11		C	2076.80	25.96		C	2512.80	31.41
	D	3114.40	38.93		D	2181.60	27.27		D	2626.40	32.83
	E	3264.00	40.80		E	2287.20	28.59		E	2760.00	34.50



**BASE SALARY TABLE CLASSIFIED SERVICE**  
Effective 7 - 1 - 2010

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1941	A	2538.40	31.73	1966	A	2511.20	31.39	1976	A	2282.40	28.53
	B	2656.00	33.20		B	2633.60	32.92		B	2388.00	29.85
	C	2796.00	34.95		C	2764.00	34.55		C	2509.60	31.37
	D	2939.20	36.74		D	2888.80	36.11		D	2625.60	32.82
	E	3079.20	38.49		E	3036.00	37.95		E	2760.00	34.50
1946	A	1281.60	16.02	1967	A	2824.80	35.31	1977	A	2692.80	33.66
	B	1336.80	16.71		B	2959.40	36.98		B	2819.20	35.24
	C	1396.00	17.45		C	3107.20	38.84		C	2959.20	36.99
	D	1457.60	18.22		D	3264.00	40.80		D	3105.60	38.82
	E	1525.60	19.07		E	3422.40	42.78		E	3251.20	40.64
1947	A	1396.00	17.45	1968	A	1406.40	17.58	1978	A	1174.40	14.68
	B	1457.60	18.22		B	1468.80	18.36		B	1223.20	15.29
	C	1525.60	19.07		C	1534.40	19.18		C	1281.60	16.02
	D	1596.00	19.95		D	1600.00	20.00		D	1336.80	16.71
	E	1668.00	20.85		E	1676.00	20.95		E	1396.00	17.45
1955	A	2377.60	29.72	1969	A	1344.80	16.81	1979	A	1281.60	16.02
	B	2500.80	31.26		B	1402.40	17.53		B	1336.80	16.71
	C	2617.60	32.72		C	1464.80	18.31		C	1396.00	17.45
	D	2746.40	34.33		D	1529.60	19.12		D	1457.60	18.22
	E	2876.80	35.96		E	1600.80	20.01		E	1525.60	19.07
1956	A	1811.20	22.64	1970	A	1564.80	19.56	1980	A	2000.00	25.00
	B	1900.00	23.75		B	1640.80	20.51		B	2097.60	26.22
	C	1978.40	24.73		C	1718.40	21.48		C	2198.40	27.48
	D	2079.20	25.99		D	1796.00	22.45		D	2303.20	28.79
	E	2174.40	27.18		E	1888.00	23.60		E	2416.80	30.21
1957	A	2083.20	26.04	1971	A	2283.20	28.54	1982	A	1211.20	15.14
	B	2184.00	27.30		B	2394.40	29.93		B	1268.00	15.85
	C	2276.80	28.46		C	2512.80	31.41		C	1321.60	16.52
	D	2391.20	29.89		D	2626.40	32.83		D	1387.20	17.34
	E	2500.80	31.26		E	2760.00	34.50		E	1458.40	18.23
1961	A	1904.80	23.81	1972	A	2568.00	32.10	1983	A	1421.60	17.77
	B	1995.20	24.94		B	2689.60	33.62		B	1491.20	18.64
	C	2097.60	26.22		C	2824.80	35.31		C	1560.00	19.50
	D	2200.80	27.51		D	2967.20	37.09		D	1637.60	20.47
	E	2306.40	28.83		E	3111.20	38.89		E	1712.80	21.41
1964	A	1881.60	23.52	1974	A	1672.00	20.90	1985	A	1706.40	21.33
	B	1977.60	24.72		B	1741.60	21.77		B	1791.20	22.39
	C	2076.00	25.95		C	1826.40	22.83		C	1872.00	23.40
	D	2172.00	27.15		D	1907.20	23.84		D	1952.80	24.41
	E	2287.20	28.59		E	1999.20	24.99		E	2046.40	25.58
1965	A	2287.20	28.59	1975	A	1816.00	22.70	1986	A	2616.80	32.71
	B	2396.80	29.96		B	1901.60	23.77		B	2733.60	34.17
	C	2511.20	31.39		C	1997.60	24.97		C	2860.80	35.76
	D	2633.60	32.92		D	2096.00	26.20		D	2992.00	37.40
	E	2764.00	34.55		E	2197.60	27.47		E	3127.20	39.09

**BASE SALARY TABLE CLASSIFIED SERVICE**  
**Effective 7 - 1 - 2010**

RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY	RATE	STEP	BIWEEKLY	HOURLY
1987	A	2972.80	37.16	2139	A	930.40	11.63				
	B	3114.40	38.93		B	979.20	12.24				
	C	3277.60	40.97		C	1024.80	12.81				
	D	3430.40	42.88		D	1069.60	13.37				
	E	3596.80	44.96		E	1122.40	14.03				
1988	A	2274.40	28.43	2166	A	1500.00	18.75				
	B	2376.80	29.71		B	1575.20	19.69				
	C	2484.00	31.05		C	1654.40	20.68				
	D	2602.40	32.53		D	1736.00	21.70				
	E	2719.20	33.99		E	1824.00	22.80				
1991	A	1672.00	20.90	2169	A	933.60	11.67				
	B	1741.60	21.77		B	980.00	12.25				
	C	1826.40	22.83		C	1026.40	12.83				
	D	1907.20	23.84		D	1072.00	13.40				
	E	1999.20	24.99		E	1123.20	14.04				
1992	A	1281.60	16.02	2185	A	1825.60	22.82				
	B	1336.80	16.71		B	1916.80	23.96				
	C	1396.00	17.45		C	2012.00	25.15				
	D	1457.60	18.22		D	2112.80	26.41				
	E	1525.60	19.07		E	2217.60	27.72				
1994	A	2564.80	32.06	2186	A	933.60	11.67				
	B	2684.80	33.56		B	980.00	12.25				
	C	2819.20	35.24		C	1026.40	12.83				
	D	2957.60	36.97		D	1072.00	13.40				
	E	3096.80	38.71		E	1123.20	14.04				
1995	A	644.80	8.06	2188	A	716.00	8.95				
	B	684.00	8.55		B	750.40	9.38				
	C	713.60	8.92		C	784.80	9.81				
	D	750.40	9.38		D	823.20	10.29				
	E	788.00	9.85		E	858.40	10.73				
1997	A	1722.40	21.53								
	B	1804.80	22.56								
	C	1890.40	23.63								
	D	1983.20	24.79								
	E	2078.40	25.98								
1998	A	1932.00	24.15								
	B	2023.20	25.29								
	C	2122.40	26.53								
	D	2228.80	27.86								
	E	2336.80	29.21								
2103	A	933.60	11.67								
	B	980.00	12.25								
	C	1026.40	12.83								
	D	1072.00	13.40								
	E	1123.20	14.04								

**EXHIBIT B**

**THE CITY OF SAN DIEGO  
CLASSIFIED SERVICE  
CLASSES AND STANDARD RATES**

**EXHIBIT B**

**JULY 1, 2010**

Classified Service Classes and Standard Rates

Standard  
Rate Number

BUILDING INSPECTION

Combination Inspector I	1276
Combination Inspector II	1277
Electrical Inspector I	1161
Electrical Inspector II	1162
Housing Inspector I	1164
Housing Inspector II	1165
Mechanical Inspector I	1171
Mechanical Inspector II	1172
Senior Combination Inspector	1849
Senior Electrical Inspector	1163
Senior Housing Inspector	1166
Senior Mechanical Inspector	1173
Senior Structural Inspector	1179
Structural Inspector I	1177
Structural Inspector II	1178

CHEMISTS

Asbestos and Lead Program Inspector	1122
Assistant Chemist	1136
Assistant Laboratory Technician	1160
Associate Chemist	1220
Biologist I	1623

Classified Service Classes and Standard Rates

Standard  
Rate Number

Biologist II	1624
Biologist III	1622
Hazardous Materials Inspector I	1526
Hazardous Materials Inspector II	1527
Hazardous Materials Inspector III	1544
Hazardous Materials/Pretreatment Trainee	1524
Hazardous Materials Program Manager	1500
Junior Chemist	1543
Laboratory Assistant	1578
Laboratory Technician	1580
Marine Biologist I	1609
Marine Biologist II	1610
Marine Biologist III	1611
Senior Biologist	1804
Senior Chemist	1854
Senior Marine Biologist	1851
Supervising Hazardous Materials Inspector	1896
Supervising Wastewater Pretreatment Inspector	1378
Wastewater Pretreatment Inspector I	1374
Wastewater Pretreatment Inspector II	1375
Wastewater Pretreatment Inspector III	1376
Wastewater Pretreatment Program Manager	1528

Classified Service Classes and Standard Rates

Standard  
Rate Number

CLERICAL

Account Clerk	1104
Account Audit Clerk	1103
Auto Messenger I	1236
Auto Messenger II	1194
Benefits Representative I	1255
Benefits Representative II	1256
Bookmobile Driver	1268
Cashier	1330
Claims Clerk	1341
Clerical Assistant I	1569
Clerical Assistant II	1535
Contracts Processing Clerk	1536
Council Secretary	1381
Court Support Clerk I	1386
Court Support Clerk II	1388
Customer Services Representative	1394
Deputy City Clerk I	1395
Deputy City Clerk II	1396
Disposal Site Representative	1412
Editor/Proofreader	1246
Executive Secretary	1876
Intermediate Stenographer (Terminal)	1532

Classified Service Classes and Standard Rates

Standard  
Rate Number

Legal Secretary I	1379
Legal Secretary II	1577
Legislative Recorder I	1382
Legislative Recorder II	1383
Library Aide	1588
Library Clerk	1590
Library Technician	1758
Micrographics Clerk	1617
Payroll Audit Specialist I	1647
Payroll Audit Specialist II	1649
Payroll Audit Supervisor - Auditor	1886
Payroll Audit Supervisor - Personnel	1659
Payroll Specialist I	1237
Payroll Specialist II	1648
Payroll Supervisor	1238
Police Records Clerk	1720
Principal Clerk	1726
Principal Customer Services Representative	1722
Principal Legal Secretary	1404
Principal Police Records Clerk	1721
Principal Test Administration Specialist	1723
Public Information Clerk	1776
Public Information Specialist	1774

Classified Service Classes and Standard Rates

Standard  
Rate Number

Public Information Supervisor	1778
Public Service Career Trainee	15% below (target class)
Retirement Assistant	1801
Senior Account Clerk	1844
Senior Account Audit Clerk	1133
Senior Accounts Payable Audit Clerk	1809
Senior Benefits Representative	1257
Senior Cashier	1840
Senior Clerk/Typist	1879
Senior Customer Services Representative	1860
Senior Disposal Site Representative	1864
Senior Legal Secretary	1820
Senior Legislative Recorder	1857
Senior Library Technician	1759
Senior Police Records Clerk	1853
Senior Test Administration Specialist	1852
Student Worker	1914
Supervising Disposal Site Representative	1920
Test Administration Specialist	1419
Vehicle and Fuel Clerk	1982
Word Processing Operator	1746



Classified Service Classes and Standard Rates

Standard  
Rate Number

COMMUNICATIONS

Dispatcher I .	1410
Dispatcher II	1411
Fire Dispatch Supervisor	1518
Fire Dispatcher	1464
Fire Dispatch Administrator	1017
Police Dispatch Administrator	1195
Police Dispatch Supervisor	1918
Police Dispatcher	1714
Police Lead Dispatcher	1661
Public Works Dispatcher	1766
Public Works Dispatch Supervisor	1767

CONSTRUCTION AND MAINTENANCE

Assistant Reservoir Keeper	1193
Building Service Technician	1280
Building Services Supervisor	1275
Building Supervisor	1274
General Utility Supervisor	1976
General Water Utility Supervisor	1488
Laborer	1579
Lake Aide I	1572
Lake Aide II	1560
Principal Utility Supervisor	1980
Principal Water Utility Supervisor	1734

Classified Service Classes and Standard Rates

Standard  
Rate Number

Public Works Superintendent	1977
Public Works Supervisor	1961
Reservoir Keeper	1817
Senior Stable Attendant	1909
Senior Utility Supervisor	1975
Senior Water Utility Supervisor	1870
Stable Attendant	1908
Stadium Maintenance Supervisor	1897
Stadium Maintenance Technician	1898
Tank Service Technician I	1946
Tank Service Technician II	1947
Utility Supervisor	1974
Utility Worker I	1978
Utility Worker II	1979
Water Systems District Manager	1016
Water Systems Technician I	1011
Water Systems Technician II	1012
Water Systems Technician III	1013
Water Systems Technician IV	1014
Water Systems Technician Supervisor	1015
Water Utility Supervisor	1991
Water Utility Worker	1992
Work Service Aide	1995

Classified Service Classes and Standard Rates

Standard  
Rate Number

CUSTODIAL

Custodian I	1387
Custodian II	1389
Custodian III	1390
Supervising Custodian	1919

DATA PROCESSING

Police Records Data Specialist	1575
Police Records Data Specialist Supervisor	1576
Programmer Analyst I	1747
Programmer Analyst II	1748
Programmer Analyst III	1749
Senior Police Records Data Specialist Supervisor	1865
Senior Systems Analyst	1877

ENGINEERING

Assistant Engineer - Civil	1153
Assistant Engineer - Electrical	1157
Assistant Engineer - Mechanical	1167
Assistant Engineer - Traffic	1207
Assistant Park Designer	1168
Associate Communications Engineer	1219
Associate Engineer - Civil	1221

Classified Service Classes and Standard Rates

Standard  
Rate Number

Associate Engineer - Corrosion	1385
Associate Engineer - Electrical	1223
Associate Engineer - Mechanical	1225
Associate Engineer - Traffic	1233
Drafting Aide	1422
Engineering Trainee	1432
Hydrography Aide	1520
Junior Engineer - Civil	1546
Junior Engineer - Electrical	1552
Junior Engineer - Mechanical	1562
Junior Engineering Aide	1555
Land Surveying Assistant	1938
Land Surveying Associate	1939
Park Designer	1638
Plan Review Specialist I	1655
Plan Review Specialist II	1656
Plan Review Specialist III	1657
Plan Review Specialist IV	1658
Police Special Projects Manager	1754
Principal Drafting Aide	1725
Principal Engineering Aide	1727
Principal Plan Review Specialist	1724
Principal Survey Aide	1525
Principal Traffic Engineering Aide	1730
Project Assistant	1750
Project Officer I	1751

Classified Service Classes and Standard Rates

Standard  
Rate Number

Project Officer II	1752
Senior Civil Engineer	1855
Senior Communications Engineer	1346
Senior Drafting Aide	1423
Senior Electrical Engineer	1863
Senior Engineer - Fire Protection	1457
Senior Engineering Aide	1861
Senior Engineering Geologist	1806
Senior Land Surveyor	1935
Senior Mechanical Engineer	1830
Senior Survey Aide	1881
Senior Traffic Engineer	1878
Structural Engineering Assistant	1208
Structural Engineering Associate	1231
Structural Engineering Senior	1875
Student Engineer	1910
Supervising Plan Review Specialist	1928
Work Control Manager	1994

Classified Service Classes and Standard Rates

Standard  
Rate Number

EQUIPMENT MAINTENANCE

Aircraft Mechanic	1145
Aquatics Technician I	1737
Aquatics Technician II	1732
Aquatics Technician Supervisor	1738
Assistant Water Distribution Operator	1368
Body and Fender Mechanic	1264
Equipment Mechanic	1437
Equipment Painter	1446
Equipment Repair Supervisor	1435
Equipment Service Supervisor	1451
Equipment Service Writer	1447
Equipment Technician I	1436
Equipment Technician II	1438
Equipment Technician III	1441
Firearms Technician	1191
Fleet Maintenance Supervisor	1146
Fleet Manager	1762
Machinist	1602
Marine Mechanic	1608
Metal Fabrication Services Supervisor	1604
Metal Fabrication Supervisor	1616
Motive Service Technician	1452

Classified Service Classes and Standard Rates

Standard  
Rate Number

Motive Service Trainee	1449
Parking Meter Supervisor	1646
Parking Meter Technician	1641
Plant Technician I	1652
Plant Technician II	1653
Plant Technician III	1654
Plant Technician Supervisor	1669
Power Plant Operator	1717
Power Plant Superintendent	1739
Power Plant Supervisor	1718
Principal Plant Technician Supervisor	1670
Pump Station Operations Supervisor	1373
Pump Station Operator	1372
Pump Station Operator Trainee	1371
Senior Motive Service Technician	1450
Senior Parking Meter Technician	1803
Senior Plant Technician Supervisor	1671
Senior Power Plant Supervisor	1915
Water Distribution Operator	1369
Water Distribution Operations Supervisor	1370
Water Distribution Operator Trainee	1367
Welder	1985

Classified Service Classes and Standard Rates

Standard  
Rate Number

EQUIPMENT OPERATION

Area Refuse Collection Supervisor	1835
Boat Operator	1266
Disposal Site Supervisor	1413
District Refuse Collection Supervisor	1839
Equipment Operator I	1439
Equipment Operator II	1440
Equipment Operator III	1445
Equipment Trainer	1442
Heavy Truck Driver I	1513
Heavy Truck Driver II	1512
Landfill Equipment Operator	1573
Light Equipment Operator	1594
Motor Sweeper Operator	1625
Motor Sweeper Supervisor	1618
Refuse Collection Manager	1841
Sanitation Driver I	1834
Sanitation Driver II	1832
Sanitation Driver III	1824
Sanitation Driver Trainee	1833
Senior Boat Operator	1267
Senior Disposal Site Supervisor	1866
Seven-Gang Mower Operator	1265
Traffic Striper Operator	1626



Classified Service Classes and Standard Rates

Standard  
Rate Number

FIELD CONTACT

Airport Operations Assistant	1117
Assistant Customer Services Supervisor	1137
City Attorney Investigator	1596
Claims Aide	1340
Claims Representative I	1342
Claims Representative II	1343
Code Compliance Officer	1356
Code Compliance Supervisor	1357
Collections Investigator I	1331
Collections Investigator II	1332
Collections Investigator III	1333
Collections Investigator Trainee	1334
Customer Services Supervisor	1393
Field Representative	1465
Investigation Support Manager	1924
Parking Enforcement Officer I	1640
Parking Enforcement Officer II	1630
Parking Enforcement Supervisor	1639
Police Code Compliance Officer	1361

Classified Service Classes and Standard Rates

Standard  
Rate Number

Police Code Compliance Supervisor	1362
Principal City Attorney Investigator	1728
Safety Representative I	1825
Safety Representative II	1826
Senior Airport Operations Assistant	1808
Senior City Attorney Investigator	1885
Senior Claims Representative	1937
Senior Code Compliance Supervisor	1912
Senior Parking Enforcement Supervisor	1148
Special Events Traffic Control Supervisor	1933
Special Events Traffic Controller I	1934
Special Events Traffic Controller II	1932
Supervising Field Representative	1921
Supervising Meter Reader	1925

**FIRE**

Air Operations Chief	1149
Assistant Fire Marshal	1156
Emergency Medical Technician	1517
Fire Battalion Chief	1453
Fire Captain	1456
Fire Engineer	1458
Fire Fighter I	1461

Classified Service Classes and Standard Rates

Standard  
Rate Number

Fire Fighter II	1462
Fire Fighter III	1020
Fire Helicopter Pilot	1150
Fire Prevention Inspector I	1474
Fire Prevention Inspector II	1475
Fire Prevention Supervisor	1476
Fire Recruit	1463
Paramedic I	1506
Paramedic II	1507

**GRAPHICS**

Graphic Communications Manager	1347
Graphic Design Supervisor	1489
Graphic Designer	1490
Multimedia Production Coordinator	1235
Multimedia Production Specialist	1230
Photographer	1660

**LIBRARY**

Librarian I	1571
Librarian II	1584
Librarian III	1867
Librarian IV	1585

Classified Service Classes and Standard Rates

Standard  
Rate Number

Library Assistant	1586
Supervising Librarian	1922

MANAGEMENT, FISCAL AND STAFF

Accountant I	1102
Accountant II	1842
Accountant III	1100
Accountant IV	1183
Accountant Trainee	1538
Administrative Aide I	1105
Administrative Aide II	1107
Agricultural Lease Manager	1110
Airport Manager	1118
Airport Noise Abatement Officer	1116
Applications Programmer I	1240
Applications Programmer II	1241
Applications Programmer III	1242
ARJIS Administrator	1253
Asbestos Program Manager	1119
Assistant Budget Development Analyst	1964
Assistant Department Human Resources Analyst	1363
Assistant Economist	1158
Assistant Facility Manager	1159

Classified Service Classes and Standard Rates

Standard  
Rate Number

Assistant Management Analyst	1132
Assistant Personnel Analyst	1170
Assistant Property Agent	1181
Assistant Rate Analyst	1190
Associate Budget Development Analyst	1965
Associate Department Human Resources Analyst	1364
Associate Economist	1222
Associate Management Analyst	1218
Associate Personnel Analyst	1226
Associate Property Agent	1228
Building Code and Noise Abatement Supervisor	1278
Business Systems Analyst I	1023
Business Systems Analyst II	1022
Business Systems Analyst III	1021
Buyer's Aide I	1286
Buyer's Aide II	1287
Cemetery Manager	1296
Claims and Insurance Manager	1816
Collections Manager	1344
Community Development Coordinator	1350
Community Development Specialist I	1351
Community Development Specialist II	1352
Community Development Specialist III	1353
Community Development Specialist IV	1354
Compliance and Metering Manager	1808
Customer Information and Billing Manager	1795

Classified Service Classes and Standard Rates

Standard  
Rate Number

Deputy Noise Abatement Officer	1397
Development Project Manager I	1184
Development Project Manager II	1185
Development Project Manager III	1186
Dispute Resolution Officer	1415
Economist	1424
Employee Assistance Counselor	1406
Employee Assistance Program Manager	1429
Employee Benefits Administrator	1416
Employee Benefits Specialist I	1417
Employee Benefits Specialist II	1407
Fitness Specialist	1201
Fleet Parts Buyer	1250
Fleet Parts Buyer Supervisor	1249
Information Systems Administrator	1243
Information Systems Analyst I	1151
Information Systems Analyst II	1348
Information Systems Analyst III	1349
Information Systems Analyst IV	1926
Information Systems Manager	1244
Information Systems Technician	1401
Junior Property Agent	1564
Lakes Program Manager	1599
Paralegal	1598
Literacy Program Administrator	1757
Management Trainee	1108

Classified Service Classes and Standard Rates

Standard  
Rate Number

Noise Abatement Officer	1631
Organizational Effectiveness Specialist I	1613
Organizational Effectiveness Specialist II	1614
Organizational Effectiveness Specialist III	1612
Organizational Effectiveness Supervisor	1615
Personnel Assistant I	1651
Personnel Assistant II	1662
Police Property and Records Administrator	1698
Principal Paralegal	1147
Principal Procurement Specialist	1783
Procurement Specialist	1282
Procurement Trainee	1283
Property Agent	1756
Public Art Program Administrator	1769
Public Information Officer	1777
Rate Analyst	1793
Recycling Program Manager	1556
Recycling Specialist I	1559
Recycling Specialist II	1558
Recycling Specialist III	1561
Rehabilitation Coordinator	1811
Safety and Training Manager	1972
Safety Officer	1823
Senior Budget Development Analyst	1966
Senior Department Human Resources Analyst	1365
Senior Paralegal	1822

Classified Service Classes and Standard Rates

Standard  
Rate Number

Senior Management Analyst	1106
Senior Personnel Analyst	1650
Senior Procurement Specialist	1850
Senior Public Information Officer	1871
Stadium/Field Manager	1874
Supervising Claims Representative	1391
Supervising Budget Development Analyst	1967
Supervising Department Human Resources Analyst	1366
Supervising Economist	1923
Supervising Management Analyst	1917
Supervising Personnel Analyst	1927
Supervising Property Agent	1929
Supervising Public Information Officer	1940
Supervising Recycling Specialist	1557
Systems Administrator I	1026
Systems Administrator II	1025
Systems Administrator III	1024
Training Supervisor	1971
Victim Services Coordinator	1983

**MARINE SAFETY**

Lake Ranger	1530
Lifeguard I	1591
Lifeguard II	1593
Lifeguard III	1503
Lifeguard Sergeant	1592
Marine Safety Captain	1587



Classified Service Classes and Standard Rates

Standard  
Rate Number

Marine Safety Lieutenant	1589
Ranger/Diver I	1398
Ranger/Diver II	1399
Ranger/Diver Supervisor	1400

**PARK MAINTENANCE**

Golf Course Superintendent	1509
Greenskeeper	1482
Greenskeeper Supervisor	1483
Grounds Maintenance Manager	1642
Grounds Maintenance Supervisor	1470
Grounds Maintenance Worker I	1467
Grounds Maintenance Worker II	1468
Grounds Maintenance Worker III	1469
Horticulturist	1514
Irrigation Specialist	1508
Lead Cemetery Groundskeeper	1568
Nursery Gardener	1627
Nursery Supervisor	1628
Pesticide Applicator	1644
Pesticide Supervisor	1645
Senior Stadium Groundskeeper	1893
Stadium Groundskeeper	1894
Stadium Turf Manager	1892
Tree Maintenance Crewleader	1968
Tree Maintenance Supervisor	1970

Classified Service Classes and Standard Rates

Standard  
Rate Number

Tree Trimmer 1969

**PLANNING**

Assistant Planner 1175

Associate Planner 1227

Junior Planner 1563

Planning Technician I 1663

Planning Technician II 1664

Planning Technician III 1665

Senior Planner 1872

Senior Zoning Investigator 1880

Zoning Investigator I 1997

Zoning Investigator II 1998

**PLANT OPERATION**

Assistant Wastewater Plant Operator 1205

Assistant Water Plant Operator 1206

Plant Operator Trainee 1673

Senior Wastewater Operations Supervisor 1888

Senior Wastewater Plant Operator 1134

Senior Water Operations Supervisor 1987

Wastewater Operations Supervisor 1887

Wastewater Plant Operator 1890

Wastewater Treatment Superintendent 1883

Water Operations Supervisor 1986

Water Plant Operator 1988

Water Production Superintendent 1884

Classified Service Classes and Standard Rates

Standard  
Rate Number

POLICE

Cal-Id Technician	1285
Community Relations Assistant to the Police Chief	1355
Criminalist I	1152
Criminalist II	1384
DNA Technical Manager	1414
Document Examiner I	1420
Document Examiner II	1224
Document Examiner III	1421
Forensic Alcohol Analyst	1466
Crime Scene Specialist	1448
Interview and Interrogation Specialist I	1716
Interview and Interrogation Specialist II	1196
Interview and Interrogation Specialist III	1715
Latent Print Examiner I	1229
Latent Print Examiner II	1570
Police Agent (Terminal)	1694
Police Captain	1680
Police Detective	1684
Police Investigative Aide I	1699
Police Investigative Aide II	1678
Police Lieutenant	1683
Police Officer I	1692

Classified Service Classes and Standard Rates

Standard  
Rate Number

Police Officer II	1693
Police Officer III	1695
Police Recruit	1697
Police Sergeant	1696
Police Service Officer I	1392
Police Service Officer II	1377
Supervising Academy Instructor	1941
Supervising Cal-ID Technician	1930
Supervising Crime Scene Specialist	1018
Supervising Criminalist	1856
Supervising Latent Print Examiner	1019

PRINTING

Bindery Worker I	1260
Bindery Worker II	1261
Bindery Worker III	1262
Electronic Publishing Specialist	1588
Lithographic Technician	1595
Offset Press Operator	1632
Offset Press Supervisor	1765
Print Shop Supervisor	1736
Senior Offset Press Operator	1868

RECREATION

Area Manager I	1130
Area Manager II	1131

Classified Service Classes and Standard Rates

Standard  
Rate Number

Assistant Recreation Center Director	1192
District Manager	1418
Golf Course Manager	1798
Golf Starter	1480
Golf Starter Supervisor	1481
Park Ranger Aide	1176
Park Ranger	1634
Pool Guard I	1667
Pool Guard II	1936
Recreation Aide	1794
Recreation Center Director I	1873
Recreation Center Director II	1796
Recreation Center Director III	1735
Recreation Leader I	1565
Recreation Leader II	1531
Recreation Specialist	1797
Senior Park Ranger	1821
Supervising Recreation Specialist	1931
Swimming Pool Manager I	1905
Swimming Pool Manager II	1906
Swimming Pool Manager III	1907

Classified Service Classes and Standard Rates

Standard  
Rate Number

SKILLED TRADES

Apprentice	Salary range will be established as a percentage of "D" step of the appropriate journey level class
Building Maintenance Supervisor	1273
Carpenter	1288
Carpenter Supervisor	1290
Cement Finisher	1293
Cement Gun Operator	1498
Communications Technician	1426
Communications Technician Supervisor	1427
Construction Estimator	1601
Electrician	1428
Electrician Supervisor	1431
Electronics Technician	1443
Electronics Technician Supervisor	1444
Heating Technician	1510
Heating, Ventilating, and Air Conditioning Supervisor	1511
Instrumentation and Control Technician	1523
Instrumentation and Control Supervisor	1522
Locksmith	1597
Millwright	1605
Painter	1635
Painter Supervisor	1637
Plant Process Control Electrician	1666
Plant Process Control Supervisor	1668

Classified Service Classes and Standard Rates

Standard  
Rate Number

Plasterer	1672
Plumber	1675
Plumber Supervisor	1677
Refrigeration Mechanic	1810
Roofer	1819
Roofing Supervisor	1818
Senior Building Maintenance Supervisor	1279
Senior Communications Technician	1859
Senior Communications Technician Supervisor	1425
Senior Electrical Supervisor	1430
Senior Locksmith	1802
Senior Refrigeration Mechanic	1913
Sign Painter	1891
Sign Shop Supervisor	1895
Traffic Signal Supervisor	1955
Traffic Signal Technician I	1956
Traffic Signal Technician II	1957

Classified Service Classes and Standard Rates

Standard  
Rate Number

**STOREKEEPING**

Police Property and Evidence Clerk	1719
Property and Evidence Supervisor	1900
Stock Clerk	1899
Storekeeper I	1902
Storekeeper II	1903
Storekeeper III	1901
Stores Operations Supervisor	1533
Senior Property and Evidence Supervisor	1904



EXHIBIT C

THE CITY OF SAN DIEGO  
UNCLASSIFIED SERVICE  
CLASSIFICATIONS AND STANDARD SALARY RATES

EXHIBIT C

JULY 1, 2010  
(Revised April 12, 2010)

RECEIVED  
10 APR 12 PM 1:40  
CITY CLERK'S OFFICE  
SAN DIEGO, CA

**UNCLASSIFIED SERVICE****EXECUTIVE**Classification and Class Number**Executive V****Salary Rate-2051/Minimum and Maximum**

Monthly	\$ 6,105.00	-	\$ 24,383.00
Bi-weekly	\$ 2,808.00	-	\$ 11,215.20
Hourly	\$ 35.10	-	\$ 140.19

2141	City Manager (Chief Operating Officer) (UC)
<del>2001</del>	<del>City Attorney (UC)</del>
2106	Assistant City Attorney (UC)
2111	Assistant City Manager (Assistant Chief Operating Officer) (UC)
2127	Assistant to the City Manager (Assistant to the Chief Operating Officer) (UC)
<b>2180</b>	<b>Retirement Administrator (UC)</b>

**Executive IV****Salary Rate-2041/Minimum and Maximum**

Monthly	\$ 4,947.00	-	\$ 18,739.00
Bi-weekly	\$ 2,275.20	-	\$ 8,619.20
Hourly	\$ 28.44	-	\$ 107.74

2153	Assistant to the City Manager (Deputy Chief Operating Officer) (UC)
2130	Budget Officer (Chief Financial Officer) (UC)
2112	Business Center Manager (UC) (Assistant Deputy Chief Operating Officer)
<b>2109</b>	<b>City Auditor (UC)</b>
2132	Department Director (UC)
2131	Development Services Director (UC)
2147	Engineering and Capital Projects Director (UC)
2192	Environmental Services Director (UC)
2155	Executive Assistant Police Chief (UC)
2160	Fire Chief (UC)
2142	Independent Budget Analyst (UC)
2267	Metropolitan Wastewater Director (UC)
2179	Park and Recreation Director (UC)
2172	Planning Director (UC)
2173	Police Chief (UC)
2194	Public Utilities Director (UC)
2159	Transportation Director (UC)

**Executive III****Salary Rate-2030/Minimum and Maximum**

Monthly	\$ 2,654.00	-	\$ 14,547.00
Bi-weekly	\$ 1,220.80	-	\$ 6,691.20
Hourly	\$ 15.26	-	\$ 83.64

2181	Assistant Department Director (UC)
2105	Assistant Development Services Director (UC)
2123	Assistant Environmental Services Director (UC)
2115	Assistant Financial Management Director (UC)
2154	Assistant Fire Chief (UC)
2276	Assistant Metropolitan Wastewater Director (UC)
2114	Assistant Planning Director (UC)
2118	Assistant Transportation Director (UC)
2255	City Architect (UC)
2140	City Librarian (UC)
2134	Neighborhood Code Compliance Director (UC)
2176	Purchasing Agent (UC)
2177	Real Estate Assets Director (UC)
2157	Risk Management Director (UC)
2190	Treasurer (UC)

**Executive II****Salary Rate-2020/Minimum and Maximum**

Monthly	\$ 2,207.00	-	\$ 13,415.00
Bi-weekly	\$ 1,015.20	-	\$ 6,170.40
Hourly	\$ 12.69	-	\$ 77.13

2110	Assistant City Librarian (UC)
2116	Assistant Purchasing Agent (UC)
2124	Assistant Real Estate Assets Director (UC)
2126	Assistant Risk Management Director (UC)
2121	Assistant Treasurer (UC)
2164	Management Assistant to the City Manager (UC)
2182	Principal Assistant to City Attorney (UC)

**Executive I**

**Salary Rate-2010/Minimum and Maximum**

Monthly	\$ 1,699.00	-	\$ 9,858.00
Bi-weekly	\$ 781.60	-	\$ 4,534.40
Hourly	\$ 9.77	-	\$ 56.68

- 2117 Assistant to the Engineering and Capital Projects Director (UC)
- 2150 Assistant to the Neighborhood Code Compliance Director (UC)
- 2125 Assistant to the Park and Recreation Director (UC)
- 2122 Assistant to the Water Department Director (UC)

**MANAGERIAL**Classification and Class Number**Managerial A****Salary Rate-2070/Minimum and Maximum**

Monthly	\$ 1,407.00	-	\$ 8,823.00
Bi-weekly	\$ 647.20	-	\$ 4,058.40
Hourly	\$ 8.09	-	\$ 50.73

2205	Confidential Secretary to City Attorney (UC)
2207	Confidential Secretary to City Manager (Confidential Secretary to Chief Operating Officer) (UC)
2209	Confidential Secretary to Police Chief (UC)
2148	Secretary to Labor Relations (UC)

**Managerial B****Salary Rate-2073/Minimum and Maximum**

Monthly	\$ 1,924.00	-	\$ 11,531.00
Bi-weekly	\$ 884.80	-	\$ 5,304.00
Hourly	\$ 11.06	-	\$ 66.30

2250	Assistant Deputy Director (UC)
2256	Assistant Investment Officer (UC)
2279	Assistant to the Environmental Services Director (UC)
2266	Assistant to the Executive Director, Human Relations Commission (UC)
2202	Building Inspection Supervisor (UC)
2265	Central Stores Program Manager (UC)
2260	Child Care Coordinator (UC)
2262	Disability Services Coordinator (UC)
2215	Endowment Officer (UC)
2261	Equal Opportunity Contracting Manager (UC)
2273	Golf Course Operations Manager (UC)
2277	Graffiti Program Manager
2272	Homeless Services Coordinator (UC)
2275	Neighborhood Services Coordinator (UC)
2244	Paramedic Coordinator (UC)
2221	Print Shop Manager (UC)
2282	Program Coordinator (UC)
2162	Quality Management Coordinator (UC)
2243	Resource Development Officer (UC)
2232	Regional Urban Information Systems Administrator (UC)

Managerial CSalary Rate-2077/Minimum and Maximum

Monthly	\$ 3,927.00	-	\$ 14,445.00
Bi-weekly	\$ 1,806.40	-	\$ 6,644.00
Hourly	\$ 22.58	-	\$ 83.05

2283	Assistant Golf Operations Manager (UC)
2238	Assistant Police Chief (UC)
2245	Assistant Stadium Manager (UC)
2278	Assistant to the Development Services Director (UC)
2281	Assistant to the Director (UC)
2236	Assistant to the Fire Chief (UC)
2201	Assistant to the Planning Director (UC)
2264	Assistant to the Police Chief (UC)
2247	Budget Services Manager (UC)
2145	Chief Accountant (UC)
2218	City Planner (UC)
2203	Community Development Administrator (UC)
2220	Crime Laboratory Manager (UC)
2214	Deputy Director (UC)
2253	Deputy Director, Elections and Records Management (UC)
2252	Deputy Director, Legislative Services (UC)
2237	Deputy Fire Chief (UC)
2219	Deputy Library Director (UC)
2225	Deputy Planning Director (UC)
2268	Executive Director (UC)
2216	Facility Manager (UC)
2269	Labor Relations Manager (UC)
2280	Lifeguard Chief (UC)
2248	Organization Effectiveness Program Manager (UC)
2284	<b>Performance Audit Manager (UC)</b>
2240	Police Commander (UC)
2246	Police Administrative Services Director (UC)
2234	Principal Planner (UC)
2270	Program Manager (UC)
2249	Youth Services Administrator (UC)
2271	Revenue Programs Manager (UC)
2226	Zoning Administrator (UC)

**PROFESSIONAL LEGAL**

<u>Classification and Class Number</u>	<u>Salary Rate-2060/Minimum and Maximum</u>	
	Monthly	\$ 1,489.00 - \$ 17,076.00
	Bi-weekly	\$ 684.80 - \$ 7,854.40
	Hourly	\$ 8.56 - \$ 98.18

2196	Assistant Retirement General Counsel (UC)
2224	Associate Counsel (UC)
2151	Deputy City Attorney (UC)
2197	General Counsel (UC)
2195	Retirement General Counsel (UC)

**OTHER MISCELLANEOUS EXECUTIVE AND MANAGERIAL**Classification and Class Number

<u>Miscellaneous A</u>	<u>Salary Rate-2055/Minimum and Maximum</u>	
	Monthly	\$ 2,901.00 - \$ 17,328.00
	Bi-weekly	\$ 1,334.40 - \$ 7,969.60
	Hourly	\$ 16.68 - \$ 99.62

<b>2285</b>	<b>Assistant City Auditor (UC)</b>
2107	Assistant Comptroller (UC)
2113	Assistant Personnel Director (UC)
2119	Assistant Retirement Administrator (UC)
2258	Binational Affairs Officer (UC)
2138	City Clerk (UC)
2137	Comptroller (UC)
2156	Executive Services Director (UC)
2167	Governmental Relations Director (UC)
2241	Investment Officer (UC)
2171	Personnel Director (UC)
<del>2180</del>	<del>Retirement Administrator (UC)</del> <i>MOVED TO EXECUTIVE V</i>
<del>2109</del>	<del>City Auditor (UC)</del> <i>MOVED TO EXECUTIVE IV</i>

<u>Miscellaneous B</u>	<u>Salary Rate-2045/Minimum and Maximum</u>	
	Monthly	\$ 2,122.00 - \$ 12,392.00
	Bi-weekly	\$ 976.00 - \$ 5,700.00
	Hourly	\$ 12.20 - \$ 71.25

2108	Assistant City Clerk (UC)
2128	Assistant Executive Services Director (UC)
2183	Assistant Governmental Relations Director (UC)
2120	Assistant to Mayor (UC)

- 2230 Deputy Personnel Director (UC)
- 2217 Financial Operations Manager (UC)
- 2174 Principal Assistant to Mayor (UC)

**Miscellaneous C**

**Salary Rate-2035/Minimum and Maximum**

Monthly	\$ 1,708.00	-	\$ 12,486.00
Bi-weekly	\$ 785.60	-	\$ 5,743.20
Hourly	\$ 9.82	-	\$ 71.79

- 2133 Council Assistant (Principal Assistant) (UC)

**Miscellaneous D**

**Salary Rate-2025/Minimum and Maximum**

Monthly	\$ 1,616.00	-	\$ 12,697.00
Bi-weekly	\$ 743.20	-	\$ 5,840.00
Hourly	\$ 9.29	-	\$ 73.00

- 2259 Assistant Binational Affairs Officer (UC)
- 2200 Assistant for Community Outreach (UC)
- 2143 Budget/Legislative Analyst I (UC)
- 2144 Budget/Legislative Analyst II (UC)
- 2210 Council Committee Consultant (UC)
- 2213 Council Representative II (UC)
- 2158 Equal Employment Investigations Manager (UC)
- 2257 Grants Coordinator (UC)
- 2178 Mayor Representative II (UC)
- 2228 Principal Accountant (UC)
- 2175 ~~Principal Auditor (UC)~~ **Performance Auditor (UC)**
- 2223 Senior Council Committee Consultant (UC)

**Miscellaneous E**

**Salary Rate-2015/Minimum and Maximum**

Monthly	\$ 1,391.00	-	\$ 8,766.00
Bi-weekly	\$ 640.00	-	\$ 4,032.00
Hourly	\$ 8.00	-	\$ 50.40

- 2251 Committee Consultants Secretary (UC)
- 2206 Confidential Secretary to City Council (UC)
- 2208 Confidential Secretary to Mayor (UC)
- 2211 Council Representative I (UC)
- 2212 Council Representative II (UC)
- 2165 Mayor Representative I (UC)



Miscellaneous FSalary Rate-2014/Minimum and Maximum

Monthly	\$ 4,496.00	-	\$ 8,766.00
Bi-weekly	\$ 2,068.00	-	\$ 4,032.00
Hourly	\$ 25.85	-	\$ 50.40

2274 Medical Review Officer (UC)

INTERNSSalary Rate/Minimum and Maximum  
effective 7/1/09

2185	Senior Legal Intern (UC)	(2185) Monthly	\$ 3,969.00	-	\$ 4,821.00
		Bi-weekly	\$ 1,825.60	-	\$ 2,217.60
		Hourly	\$ 22.82	-	\$ 27.72
2166	Legal Intern (UC)	(2166) Monthly	\$ 3,261.00	-	\$ 3,966.00
		Bi-weekly	\$ 1,500.00	-	\$ 1,824.00
		Hourly	\$ 18.75	-	\$ 22.80
2103	Management Intern (UC)	(2103) Monthly	\$ 2,030.00	-	\$ 2,442.00
		Bi-weekly	\$ 933.60	-	\$ 1,123.20
		Hourly	\$ 11.67	-	\$ 14.04
2169	Library Intern (UC)	(2169) Monthly	\$ 2,030.00	-	\$ 2,442.00
		Bi-weekly	\$ 933.60	-	\$ 1,123.20
		Hourly	\$ 11.67	-	\$ 14.04
2186	Planning Intern (UC)	(2186) Monthly	\$ 2,030.00	-	\$ 2,442.00
		Bi-weekly	\$ 933.60	-	\$ 1,123.20
		Hourly	\$ 11.67	-	\$ 14.04
2139	Police Intern (UC)	(2139) Monthly	\$ 2,023.00	-	\$ 2,440.00
		Bi-weekly	\$ 930.40	-	\$ 1,122.40
		Hourly	\$ 11.63	-	\$ 14.03
2188	Student Intern (UC)	(2188) Monthly	\$ 1,557.00	-	\$ 1,866.00
		Bi-weekly	\$ 716.00	-	\$ 858.40
		Hourly	\$ 8.95	-	\$ 10.73

IN WITNESS THEREOF, the undersigned agree to submit this tentative Memorandum of Understanding, effective July 1, 2015 – June 30, 2020, to their respective constituents for approval.

Date: \_\_\_\_\_

**SAN DIEGO POLICE  
OFFICERS ASSOCIATION**

**CITY OF SAN DIEGO (OFFICE  
OF THE MAYOR)**

(Signature on file, available upon request)  
Bradley M. Fields, Lead Negotiator

(Signature on file, available upon request)  
Timothy L. Davis, Lead Negotiator

(Signature on file, available upon request)  
Brian R. Marvel, President

(Signature on file, available upon request)  
Judy von Kalinowski, Human Resources  
Director

(Signature on file, available upon request)  
Jeffery T. Jordon, Vice President

(Signature on file, available upon request)  
**Karen DeCrescenzo, Senior Human  
Resources Officer**

(Signature on file, available upon request)  
Tom Bostedt, Secretary

(Signature on file, available upon request)  
Shelley Zimmerman, Chief of Police

(Signature on file, available upon request)  
**Terry Hoskins, Director**

(Signature on file, available upon request)  
**Sarah Creighton, Assistant Chief of  
Police**

(Signature on file, available upon request)  
**Mike Fender, Director**

(Signature on file, available upon request)  
**Estella Montoya, Risk Management  
Deputy Director**

(Signature on file, available upon request)  
Michael Pidgeon, **Director**

(Signature on file, available upon request)  
Paul Paxton, **Director**

(Signature on file, available upon request)  
**Ed LaValle, Director**

(Signature on file, available upon request)  
**Jack Schaeffer, Director**

For the City of San Diego, I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TIMOTHY L. DAVIS:

By:

TIMOTHY L. DAVIS, ESQ.,  
BURKE, WILLIAMS & SORENSEN, LLP

\_\_\_\_\_(Signature on File – Available Upon Request)\_\_\_\_

SIGNED

DATE \_\_\_\_\_