

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CHICO
AND
THE CHICO PUBLIC SAFETY ASSOCIATION
REGARDING PAY, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF
JULY 1, 2023 THROUGH JUNE 30, 2025
(2023 MOU - CPSA)**

Pursuant to California Government Code Section 3500 et seq., the City of Chico, through its designated representative, (“City”) and the Chico Public Safety Association (“CPSA”) have met and conferred in good faith regarding various items relating to pay, hours, and other terms and conditions of employment for the employee unit represented by CPSA.

As a result of the aforementioned meetings, City and CPSA have reached agreement as provided in this Memorandum of Understanding (“MOU”) pursuant to California Government Code Section 3505.1.

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ARTICLE ONE: GENERAL PROVISIONS

1.1 DEFINITIONS

A. Generally. Except as otherwise provided herein, all words and phrases used in this MOU shall have the meanings as set forth in the Charter of the City of Chico (“Charter”), the Chico Municipal Code (“CMC”), the City of Chico Personnel and Employee Relations Rules (“PERRs”), the City of Chico Administrative Procedure and Policy Manual (“AP&P”), and in California Government Code Section 3500 et seq., entitled, the “Meyer-Milias-Brown Act,” (“MMBA”).

B. Specific Definitions. The following words or phrases shall have the meanings as set forth below, unless the context in which any word or phrase is used requires another meaning:

1. **“Chief of Police”** shall mean the Chief of the Chico Police Department or a designated representative.

2. **“City”** shall mean either the City of Chico, or the City Manager, or any Department Head thereof acting on behalf of the City of Chico or the City Manager, with regard to the provisions of this MOU.

3. **“Council”** shall mean the City Council of the City of Chico.

4. **“Employee”** shall mean permanent and probationary full-time and permanent and probationary part-time employees of City who are represented by Union and covered by this MOU, as set forth in Exhibit “A,” entitled “Schedule of Job Titles.”

5. **Fair Labor Standards Act (“FLSA”)** shall mean the Fair Labor Standards Act of 1938, as amended and as implemented, through Title 29 of the Code of Federal Regulations.

6. **“Pay”** shall include the term “wages” as used in MMBA.

7. **Public Employees Retirement System (“PERS”)** shall mean the California Public Employee Retirement System.

8. **“Registered Domestic Partner”** shall have the same meaning as provided in the California Family Code Section 297.

9. **“Seniority”** shall be determined by adding together an employee’s time in the current job classification (time in a classification that has a I and II level shall be combined). Time as a

supervisor within the same career ladder shall be added to the time in the lower classification in the event an employee is demoted. The calculation shall be prorated for hours worked in that job classification on a permanent part-time basis. It shall not include any time during which an Employee was on leave without pay for a full pay period or more or working as an intermittent part time employee. This calculation for determining seniority is approved and only for the purpose of determining seniority as necessary for implementing the provision of this MOU in regard to shift selection and vacation. It shall not supersede the definition of seniority set forth in the City's PERRs in regard to layoff procedures or impact the implementation of the layoff procedures set forth in the PERRs based on the definition of seniority in the PERRs.

C. Structure of MOU. This MOU is structured with Articles, Subarticles, Sections, Subsections, Paragraphs, and Subparagraphs. As an example, the policy regarding the shift selection of Communication Supervisors is found in Article Seven – Working Conditions, Subarticle 7.2 – Hours and Shifts, Section C – Hours and Shifts, Subsection 5 – Shift Selection, and Paragraph b – Communication Supervisors. This would be specifically cited as 7.2.C.5.b.

1.2 EFFECT OF MOU

A. Annual Budget(s) and AP&P. If any provisions of the current City Annual Budget and any AP&P are inconsistent with any of the provisions of this MOU, the provisions of this MOU shall prevail and shall, upon approval by Council, supersede any such inconsistent provisions.

B. City, State, or Federal Laws, Rules, or Regulations. Unless otherwise specifically provided for herein, this MOU shall not affect or supersede the Charter, the CMC, the PERRs, or any other rule or regulation promulgated thereunder. Further, this MOU shall not affect any Federal or State statutes, or any rules or regulations promulgated thereunder.

1.3 TERM

A. Term. Unless otherwise specifically provided for herein, all of the terms, conditions, and provisions of this MOU shall be effective for the period of July 1, 2023 through June 30, 2025. Such term shall remain in full force and effect; however, such terms, conditions, and provisions shall only be

applicable to those Employees who are employed on and after the date that this MOU is approved by Council. This MOU supersedes and replaces in all respects the terms, conditions, and provisions established in all prior MOUs.

B. Renewal or Termination. This MOU shall be renewed automatically from year to year after the term set forth in 1.3.A unless either party shall give to the other party written notice of its desire to terminate this MOU, or unless either party gives written notice of its desire to modify or amend this MOU, in which case the terms, conditions, and provisions of this MOU shall continue in effect until such time as such modifications or amendments are approved by Council. Written notice shall be given to the other party on or before August 1st of any year during the term of this MOU in which the MOU expires at the end of the calendar year, and negotiations over a successor MOU shall begin no later than September 30th of that year, unless otherwise agreed between City and CPSA.

1.4 WAIVER OF MEET AND CONFER OBLIGATION DURING TERM OF MOU

A. Waiver. City and CPSA acknowledge that, during the negotiations which resulted in this MOU, City and CPSA had the unlimited right and opportunity to make proposals regarding any matter not removed by law from the meet and confer or consultation arena, and that understandings and agreements arrived at by City and CPSA after the exercise of such right and opportunity are set forth in this MOU. Therefore, City and CPSA, for the duration of this MOU and subject to the exceptions contained herein, each waives the right, and each agrees that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to or covered in this MOU.

B. Matters Not Covered by this MOU. If, during the term of this MOU, City or CPSA desires to meet and confer or consult in good faith with respect to any matter not specifically referred to or covered in this MOU, City and CPSA agree to abide by MMBA regarding the obligation to meet and confer in good faith.

1.5 LETTER AGREEMENT FOR VARIATION OF PROVISIONS. It is recognized that occasions may arise during the term of this MOU when it is to the mutual benefit of City and CPSA to vary from the strict adherence to the provisions of this MOU. On such occasions, said provisions may be

temporarily changed, modified, suspended, or otherwise varied from upon the voluntary and mutual agreement of the parties hereto as evidenced by a letter agreement signed by City Manager, on behalf of City, and by CPSA President, on behalf of Employees. Each such letter agreement shall temporarily modify this MOU, as to its term, conditions, provisions, and requirements, for the stated purpose(s) and duration as set forth in the letter agreement.

1.6 AMENDMENTS. This MOU represents the entire understanding of City and CPSA as to those matters contained herein. No prior written understanding shall be of any force or effect with respect to those matters covered in this MOU. This MOU may not be modified or altered except by written amendment appropriately designated, signed, and dated by City and CPSA. Any such amendment shall, unless otherwise provided, be considered as a part of this MOU from the effective date of this MOU.

1.7 NON-DISCRIMINATION

A. CPSA Membership. City and CPSA mutually agree to respect Employee rights as set forth in the PERRs, which includes the right to membership in an employee organization without discrimination on the part of City.

B. Protected Group Status. City and CPSA agree not to discriminate against Employees regarding any protected class, as set forth in California Government Code §12940, as amended, and as set forth in California Government Code Section 3506, as amended.

1.8 EQUAL EMPLOYMENT OPPORTUNITY PLAN. CPSA agrees to abide by City's Equal Employment Opportunity Plan as set forth in Chapter 2R.76 of the CMC.

1.9 SEVERABILITY. If any provision of this MOU is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this MOU, and such provisions shall continue to remain in full force and effect.

1.10 EXHIBITS INCORPORATED. All Exhibits referred to in and attached to this MOU are hereby incorporated in this MOU by this reference.

ARTICLE TWO: SPECIAL PROVISIONS – CPSA

2.1 RECOGNITION. City recognizes CPSA as the exclusive representative of Employees holding job titles as set forth in Exhibit “A” pursuant and subject to the decertification provisions of the PERRs. This supersedes any previous recognition.

2.2 CPSA MEMBERSHIP. Employees who elect to become dues-paying CPSA members shall commit to paying their dues until the following May 1. Each year Employees shall have the right to withdraw from CPSA membership and their dues-paying obligation during the last full pay period prior to May 1. New Employees, or Employees who had not previously been CPSA members, will be allowed to become CPSA members at any time, and Employees’ commitment to membership shall extend only to the following May 1.

2.3 CPSA DUES

A. Dues Deduction. City agrees to deduct CPSA dues from Employees’ pay twice each month in accordance with the PERRs and AP&P No. 13-11 entitled, “Payroll Deduction Authorization/Withdrawal Procedures and Policy.” The amounts of CPSA dues will be determined by CPSA, and City will be notified of any change in those amounts no less than thirty (30) days prior to the effective date of the change. Employees who work any part of a pay period shall be subject to the full CPSA dues deduction for that pay period. Employees who are on unpaid leave for the full pay period shall not be subject to CPSA dues deductions for that pay period. In accordance with the PERRs, City will pay such dues monthly to CPSA on or before the fifteenth (15th) day of the month immediately following the month in which the dues were deducted. If it is not technically possible to forward dues as provided for herein, City will provide CPSA notice of reason for delay and anticipated payment date.

B. Dues Deduction Discrepancies. CPSA agrees to indemnify, defend, and hold City harmless against any claims made and any suits filed against City resulting from the deduction of CPSA dues. In addition, CPSA agrees to refund forthwith to City any amounts paid to CPSA in error upon presentation of supporting evidence. Finally, City shall not be held responsible to either Employees or to CPSA for errors made in collecting dues, or for the collection of dues from Employees, or former Employees, who may be declining payment of same. However, City agrees to collect dues in the event

that such fees were not properly deducted by City from Employees upon presentation of supporting evidence by CPSA.

2.4 NO STRIKE PLEDGE. During the term of this MOU, CPSA hereby agrees that neither it nor any of its members will cause, instigate, encourage, condone, or engage in a strike or work stoppage which threatens the public health or safety. As used herein, “strike or work stoppage” means the concerted failure to report for duty; the unexcused absence from one’s position; the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment; or observing other employee organization picket lines against City. If CPSA or any of its members engages in such a strike or work stoppage, City Manager may pursue all remedies or disciplinary actions authorized by law, including but not limited to, a court order to enjoin such strike or work stoppage. In addition, City may prohibit the use of City facilities and may prohibit access to Employee work or duty stations by CPSA. City agrees not to prohibit any Employees from entering Employees’ job sites for the purpose of performing Employees’ duties in accordance with City rules and regulations.

2.5 CPSA TIME BANK. The CPSA Time Bank is established for use by CPSA Employees for the sole purpose of performing or conducting CPSA business without loss of pay, subject to the following conditions:

A. Maximum Hours. The maximum number of hours which may be contributed and utilized in any calendar year shall be 200 hours. Any hours remaining in CPSA’s Time Bank on December 31 shall be carried over into the next calendar year and credited toward the 200-hour maximum. CPSA Time Bank hours carried over from the previous year shall reduce Employees’ contributions commensurately for such year.

B. Employee Contribution. During the first full pay period of each calendar year, City shall determine the number of hours remaining in CPSA’s Time Bank. That number shall be subtracted from the 200-hour maximum number. The difference between the actual number of hours and the 200-hour maximum will be divided by the number of dues-paying CPSA Employees on the date of the calculation, and the resulting number of hours will be subtracted from each dues-paying Employees’ vacation balance

and placed in CPSA's Time Bank. Dues-paying Employees who have insufficient vacation available for such deduction shall have the deduction made from Selective Time Off (STO), Employees' Compensatory Time Off (CTO), and Employees' Holiday Time Bank, respectively.

C. Scheduling and City Approval of Use. CPSA agrees to give City as much advance notice as is practicable requesting use of CPSA's Time Bank hours. CPSA's Time Bank hours shall not be used by any Employee without prior written approval of Chief of Police, or designee, and only if such use does not unduly disrupt Police Department operations.

D. CPSA Approval of Use. CPSA's Time Bank hours shall not be utilized without prior written approval of CPSA's designated representatives.

ARTICLE THREE: SPECIAL PROVISIONS - EMPLOYEE

3.1 ATTENDANCE AT GRIEVANCE HEARINGS. City agrees that an Employee who is a grievant pursuant to PERRs Section 2R.72.240, who is required to attend a grievance hearing pursuant to said Section, or an arbitration hearing pursuant to Article Eight, which is scheduled during such Employee's normal work hours or shift shall be considered to be actively at work for compensation purposes and shall not be required to use vacation time, compensatory time off, or leave without pay for such attendance. Employees required to attend a grievance or arbitration hearing which is scheduled outside of Employees' normal work hours or shift shall not be eligible to receive compensation of any kind or character for such attendance.

3.2 WRITTEN RESPONSES

A. Performance Evaluations. City agrees that Employees shall have the right to attach a written response or rebuttal to any probationary, annual, or special "Employee Performance Report" to be placed in Employees' personnel files maintained by City's Human Resources and Risk Management Office pursuant to PERRs Section 2R.72.060.

B. Written Reprimands. In accordance with PERRs Section 2R.72.150.I, Employees shall have the right to attach a written response or rebuttal to any written reprimand for placement in Employees' personnel files.

C. Chief of Police Response. Chief of Police shall have the right to attach a written response or rebuttal to written responses or rebuttals submitted by an Employee in accordance with Sections A and B above.

3.3 PERMANENT PART-TIME POSITIONS

A. Permanent Part-Time Positions. Permanent part-time positions shall be established with a regular schedule of no less than twenty (20) hours per week. City agrees to meet and confer with CPSA regarding the bargainable impacts on Employees should City determine to replace a full-time position with a permanent part-time position.

1. Pay. Employees hired into such positions shall receive pay for their work at their established hourly rate for all hours worked. Eligibility for overtime shall be based on standards set forth

in the Fair Labor Standards Act. If otherwise eligible based on criteria established in this MOU, such employees shall be eligible for Call-Back Pay, Alternative Assignment Pay, Out of Class Pay, and Differential Pays.

2. Prorated Benefits. Permanent Part-Time Employees shall receive prorated benefits based on their regular schedule, including sick, vacation, bereavement, and holiday leaves; medical, dental, vision, life, and long-term disability insurance (health insurance shall not be prorated when an employee works an average of 30 hours per week or more); Counseling, Educational Reimbursement, Jury Duty Pay, and Childbirth/Adoption Leave; Sick Leave Conversion at retirement; and all other benefits provided under this MOU to other Employees. Proration of benefits shall be based on the percentage of the forty (40) hour work week an Employee is regularly scheduled to work. The proration of benefits shall not be modified in response to temporary adjustments to the work schedule. Should an adjustment to the work schedule exceed ninety (90) days, the proration of benefits will be adjusted to the modified level following the first ninety (90) days and will be returned to the original proration as soon as the modified schedule ends. An adjustment in the work schedule of more than ninety (90) days which generates a change in benefit proration shall not permanently modify the designated schedule or employment rights of Employee.

3. Opt Out of Medical and Dental Insurance. Because the proration of the fixed City contribution to medical and dental insurance coverage could create a significant required Employee contribution, Permanent Part-Time Employees (20 - 29 hours per week) may choose whether or not to participate in the medical and dental insurance plan, so long as this is not precluded by the conditions of the contract between City and the insurance carriers. Such Employees will be allowed to opt in or out of medical and dental insurance coverage no more often than every six (6) months. Should Employee opt to not participate in the medical and dental plan, City shall have no obligation to pay the prorated contribution to Employee.

4. Hours of Compensated Time. Permanent Part-Time Employees shall have their probationary periods, evaluation periods, step increase periods, and eligibility for career ladder promotional opportunities measured in hours of compensated time, with 1040 hours being considered equivalent to six (6) months and 2080 hours being considered equivalent to twelve (12) months.

5. 1040 Hour Probationary Period. Permanent Part-Time Employees shall be subject to a 1040 hour probationary period if they transfer from a permanent part-time position into a permanent full-time position, even if such Employees have successfully completed the probationary period for Employees' permanent part-time positions.

B. Lay-off Rights. Elimination of a permanent part-time position shall be considered a lay-off under the PERRs. However, any displacement rights shall be limited to other CPSA represented permanent part-time positions. Seniority for Permanent Part-Time Employees shall be measured in terms of hours of compensated time in a permanent position, with 2080 hours being considered equivalent to one year of service.

3.4 INTERNAL AFFAIR INVESTIGATION RIGHTS

A. Non-Sworn Public Safety Employees. Employees in the bargaining unit shall be afforded the same rights granted by the Police Officer's Bill of Rights (POBAR) during Internal Affair Investigations.

ARTICLE FOUR: SPECIAL PROVISIONS - CITY

4.1 WORKERS' COMPENSATION

A. California Labor Code Section 4850 Equivalent. It is recognized that, as a long-standing prior practice and not as a requirement of State law, City has provided to miscellaneous Employees the same workers' compensation benefits as provided to safety employees under California Labor Code Section 4850. City agrees to continue providing such benefits to Employees provided that such Labor Code Section remains applicable to City's safety employees. If such Section is repealed or otherwise is made inapplicable to City's Safety employees, City's provision of such benefits to Employees shall cease and in lieu thereof only those workers' compensation benefits required by State law shall be provided.

B. Examination Appointments. City agrees that it will, upon the request of Employee and to the extent practicable, schedule workers' compensation medical examination appointments, during an Employee's work hours or work shift. City shall have the right to modify an Employee's work hours or work shift to accommodate appointments being scheduled during an Employee's work hours or shift.

4.2 ADA ACCOMMODATION

Recognizing that City is required under the Americans with Disabilities Act ("ADA"), as amended, to provide reasonable accommodation to all disabled applicants and City employees, and because these accommodations must be determined on an individual, case-by-case basis, CPSA agrees that the provisions of this MOU may be modified by City in cases where it is necessary for City to meet its obligations under ADA. City agrees to provide written notice to CPSA and allow CPSA the opportunity to discuss options regarding proposed exemptions to MOU provisions which are required to accomplish reasonable accommodation to disabled applicants or City employees, as is required by ADA. Any accommodation provided to an applicant or City employee protected by ADA shall not establish a past practice, nor may it be cited or used as evidence of a past practice in the grievance procedure.

4.3 LATERAL STATUS OF COMMUNITY SERVICES OFFICER AND ANIMAL CONTROL OFFICER CLASSIFICATIONS. CPSA and City agree that Community Services Officer ("CSO") and Animal Control Officer ("ACO") classifications shall be considered lateral classifications for the purpose of assignment to positions within the Police Department. Chief of Police may reassign

Employees in either classification to the other, based on the needs of City, provided that Employees meet the qualifications for the classification. This includes assignments into Alternative Assignments as set forth in Section 5.7.

4.4 PUBLIC SAFETY DISPATCHER INITIAL PROBATIONARY PERIOD. Permanent full time Public Safety Dispatcher Employees shall be subject to an eighteen (18) month initial probationary period upon appointment.

ARTICLE FIVE: PAY

5.1 BASIC PAY

A. Established. Basic Pay shall be established consisting of Pay Ranges assigned to each applicable job title in accordance with Exhibit A. Pay Ranges shall consist of seven (7) Pay Steps. Each of the seven (7) Steps shall have an hourly Basic Pay rate and shall be titled as Steps A-G. Employees shall be assigned to hourly Basic Pay rates within the Pay Ranges by applicable job title in accordance with Exhibit “B” entitled, “Schedule of Pay Ranges.” For the purpose of this Article Five, “Anniversary Date” shall mean the date that Employee is eligible for the next step increase or one year after the date of employment or promotion.

B. Regular Pay. Regular Pay shall be defined as Basic Pay plus any of the following additional pays: POST Certification Pay, Career Development Pay, Alternative Assignment Pay, and Bilingual Differential Pay.

C. Pay Step Progression

1. Conditioned Upon Performance. Progression through Pay Steps for job titles listed in Exhibit “A” shall be subject to and conditioned upon Employee achieving a “Fulfills Job Requirements” or above as the Summary Performance Rating on Employee’s “Employee Performance Report” for each of the time periods required to progress in each Pay Step, in accordance with the required period of service for progression set forth in Subsection 2, below.

2. Period of Service for Progression. Periods of service for progression through Pay Steps are applicable to job titles listed in Exhibit “A.” Progression from Pay Step “A” to Pay Step “B” shall require a six (6) month period of service in Pay Step “A.” Progression through all other Pay Steps shall require a twelve (12) month period of service in the prior Pay Step. City may hire an individual in a Pay Step other than Pay Step “A” in which case the abovementioned progression through Pay Steps shall apply.

3. Period of Service for Progression - Exception. The period of service for progression for an Employee whose probationary period has been extended for any reason shall be extended to match the extension of probation.

4. Effective Date of Progression. Employees meeting the satisfactory completion requirements herein above shall be advanced to the next applicable Pay Step effective on the first day of the bi-weekly pay period which includes such Employee's Anniversary Date.

D. Pay Increases. Effective July 2, 2023, the City shall increase the salary schedule for each classification by 10% for a General Salary Increase (GSI). Effective the first full pay period of July 2024, the City shall provide a two percent (2%) GSI. The July 2023 and July 2024 increases are included in Exhibit "B".

Promotions - Effect on Basic Pay. Employees, unless otherwise specified herein, who are promoted from one job title in the competitive service to another job title assigned to a higher Pay Range shall be assigned to a Pay Step within the Pay Range assigned to the promotional job title so as to receive at least a five percent (5%) pay increase.

E. Computation of Pay. Employees who commence or terminate employment other than at the end or beginning of a pay period shall only be compensated for the actual hours worked during such pay period.

F. Direct Deposit. It is strongly encouraged that each City employee have their PAY directly deposited into a financial institution. Forms permitting such deposit(s) are available from the Finance Department.

5.2 OVERTIME PAY

A. Method of Earning Overtime. Except as otherwise provided herein, Employees performing work in excess of their normally assigned work shift or on their regularly scheduled day off shall be eligible for overtime pay. Overtime shall be granted in accordance with the following schedule:

<u>Overtime Worked</u>	<u>Overtime Earned</u>
Less than 8 minutes	None
8 min. but less than 45 min.	½ hour
45 min. but less than 1 hour	1 hour
1 hour or more	hour-for-hour basis subject to fractional increments as set forth above.

B. Method of Compensation.

1. **Rate.** Except as otherwise provided herein, all overtime worked by Employees shall be compensated by City by payment at one and one-half (1-1/2) times Employees' regular hourly rates.

2. **Payment During Pay Period.** All overtime pay earned by Employees within a pay period shall be paid at the same time as payment is made for Basic Pay earned within said pay period.

3. **Payment at Termination.** An Employee terminating from City service for any reason shall be paid for accrued overtime at the rate set forth above. Such payment shall be made in conjunction with and included in Employee's final paycheck.

C. Method of Filling Overtime Shifts.

In order to get all necessary shifts filled, this procedure is being developed to ensure that overtime shifts are filled fairly and equitably. It is geared towards encouraging people to sign up for all mandatory overtime slots.

POSTING DISPATCH SLOTS TO BE FILLED

After the shift sign up is completed for the next shift rotation, all known shifts that must be mandatorily filled will be posted. This includes dispatchers' 1st and 2nd vacation picks, training, special details, etc. This list will generally remain posted for a period of two weeks for full time communications personnel to voluntarily select shifts. This is your opportunity to select the overtime slots you desire.

A dispatcher with more seniority cannot "bump" someone from an overtime slot filled through the voluntary overtime sign-up. There will be two planned overtime lists – those who can fill weekday shifts and those who can fill weekend shifts. No partial shifts. You must sign up for the entire shift unless you have found someone to cover the balance of the shift or have supervisor approval.

After all full-time communications personnel has had the opportunity to select shifts voluntarily, other department approved/trained personnel may sign up for what is left over (former dispatcher/admin secretaries, etc.).

ESTABLISHING PLANNED & UNPLANNED MANDATORY OVERTIME LIST EACH SHIFT ROTATION

Once everyone has selected all shifts voluntarily, the shifts that are left over will be placed on one of two lists depending on the days off. Monday-Thursdays shifts on one list and Friday-Sunday shifts on another.

CREDITS

You will receive credits in three ways.

- 1) You will receive one credit for each full mandatory shift you volunteer for.
- 2) You will receive one credit for each full mandatory shift you are required to take.
- 3) You will receive one credit for every 60 months you have worked in the communications center as follows:

0-59 months	0 credit
60-119 months	1 credit
120-179 months	2 credits
180-239 months	3 credits
240-299 months	4 credits
300-359 months	5 credits
360-419 months	6 credits
420-479 months	7 credits
480-539 months	8 credits

Service credits will be given to each qualifying dispatcher just prior to the mandatory overtime being posted. Should a dispatcher's service credit anniversary occur in the middle of the rotation, you will receive the credit at the beginning of that rotation.

Dispatchers shall not receive a credit for training days or being reassigned from a training day to working in dispatch.

The entire shift must be selected in order to receive a credit. No partial credits.

Should you call in sick or for some other reason you are unable to work the shift you received credit for, one credit will be deducted from your credits. If the overtime you received credit for is canceled, you will keep the credit.

A dispatcher may give a mandatory shift to another dispatcher, however the dispatcher who initially signed up or was assigned the shift is in control of who receives the credit.

Each dispatcher is responsible for keeping their credits current. Should a dispatcher fail to update their credits and are called in to work, they must take the shift. However, they can update the missing credits at a later time.

SELECTING OVERTIME SHIFTS

Those with the fewest credits shall take the remaining shifts with the following limitations:

- 1) No extended shifts (no forcing employees to hold over).
- 2) 8 hours off between shifts.
- 3) No adjusting shifts to force an employee in that would otherwise be exempt from covering a shift.
- 4) All dispatchers shall have at least one day off per week, except in extreme situations such as staffing shortages.

Selections will be made until they reach the credit level of the next lowest credit score or have taken all that they have the ability to work. If there is more than one person with the fewest number of credits, seniority within the communications center will prevail. Whomever has the least seniority in the communications center will be required to fill the shift.

No extra request overtime will be approved or posted until all the planned mandatory shifts are filled. Dispatchers are required to find their own coverage. Special circumstances will be reviewed by the dispatch manager or support captain on a case by case basis.

UNPLANNED MANDATORY OVERTIME:

Unplanned mandatory coverage operates under the same rules and the same list as the mandatory with the exception of:

- How and when notice is given. When unplanned mandatory overtime is needed, a text message will be sent out to all communications employees. The first ones to respond for complete full shifts will have the first options. If one employee is available for partial shift coverage and another is available for the entire full shift, the full coverage employee will receive the shifts.
- Employees will receive 1 credit for each full or partial shift selected if coverage is on a Regular Day Off (RDO).
- No credits will be given for shift adjustments, regardless of whether the shift is a regular workday or an overtime shift. If the overtime shift qualified for a credit, one would still be credited.

The Planned and Unplanned Mandatory list will expire at the end of the current rotation, pending a new list for the next rotation.

D. Employees Working in Management Positions. Employees who are either temporarily promoted to a management position or are assigned to work out of class in a management position shall be excluded from receiving overtime payment and in lieu thereof shall receive a prorated amount of management leave pursuant to the Management Pay and Benefit Resolution, MOU, or Annual Budget approved by resolution of Council.

E. Public Safety Dispatcher and Communications Supervisor Overtime Payment. Public Safety Dispatcher and Communications Supervisor Employees that work on a three (3) 12.5-hour (3-12) shift schedule will work 37.5 hours per week during a two (2) week period, contributing 2.5 of vacation, holiday time bank, Compensating Time Off (CTO), or Selective Time Off (STO) per week, to equal forty (40) hours. During the work week that includes the specified departmental training shift Employees will work an additional ten (10) hour shift that will result in 2.5 hours of regular time and 7.5 hours of overtime, CTO or STO.

F. FLSA Work Period Defined. The City has elected a twenty-eight (28) consecutive day work period for certain law enforcement employees under the 7(k) exemption contained in the Fair Labor Standards Act (FLSA); this FLSA work period does not affect the calculation of MOU overtime pay as set forth in section 5.2 above. This provision shall apply to the following CPSA classifications: Community Services Officers who work within the City of Chico Holding Facility.

5.3 COMPENSATORY TIME OFF IN LIEU OF OVERTIME PAYMENT. Employees working overtime may accrue Compensatory Time Off (CTO) in lieu of overtime payment, and may utilize such CTO, in accordance with the following conditions and provisions:

A. Accrual. CTO shall be accrued at the rate of one and one-half (1½) hours for each hour of overtime worked. The maximum amount of CTO that may be accrued at any time shall be limited to one-hundred and sixty (160) hours. Employees may choose to leave CTO in place into the following calendar year.

B. Utilization. CTO shall be utilized on a straight-time basis. Approval for use of CTO shall be given by Chief of Police, pursuant to the process established for scheduling vacation and in a manner consistent with requirements of FLSA. The maximum amount of CTO that may be utilized at any time shall be limited to eighty (80) hours.

C. Payment for Unused CTO. By December 15th of each year, employees , may request payment for part or all of unused CTO accrued in the following year. When requested, such payment shall be made on the Employee's first paycheck in December of the following calendar year. Payment for such hours will be made at the regular rate of pay, as defined by the FLSA, in effect at the time of payment.

D. City Manager Authority. Notwithstanding anything above to the contrary, City Manager shall have the authority to determine and order that CTO be paid or taken as time off.

5.4 SELECTIVE TIME OFF IN LIEU OF OVERTIME PAYMENT. Employees who work overtime may accrue Selective Time Off (STO) in lieu of overtime payment or CTO and may utilize such STO in accordance with the following conditions and provisions.

A. Accrual. STO shall be accrued at the rate of two (2) hours for each hour of overtime worked. The maximum amount of STO that may be accrued and utilized at any time shall be limited to eighty (80) hours.

B. Utilization. STO shall only be utilized when staffing levels on Employee's assigned work shift are at a level that Employee's absence will have little or no impact on other Employees remaining on duty, will not require backfilling on overtime, and no other Employees on such shift are working overtime. Examples of occasions when STO use may be appropriate are: when weather conditions appear to have a limiting effect on criminal activity and service calls are reduced; when Employee training is scheduled and an Employee desiring to use STO has previously completed such training; when, in the discretion of the Supervisor, sufficient staffing on a particular work shift exists due to shift overlap or reduced calls for service. Approval for use of STO shall be determined by the Chief of Police or a designee pursuant to the process established for scheduling vacation and in a manner consistent with requirements of FLSA.

C. Payment for Unused STO. There shall be no payment made for unused STO. Upon termination from City service, for whatever reason, or as used for an approved leave of absence, STO

hours shall be converted to CTO in accordance with the formula set forth in this section, and Employee shall be compensated pursuant to Subarticle 5.3, entitled “CTO In Lieu of Payment.” The conversion formula shall be as follows: Number of STO hours divided by 2, multiplied by 1.5, equals CTO hours.

D. City Manager Authority. Notwithstanding anything above to the contrary, City Manager shall have the authority to determine and order that STO be converted to CTO and paid or taken as time off.

5.5 CALL-BACK PAY

A. Generally. Employees who are called back to work from off-duty status shall receive a minimum of three (3) hours of overtime credit to be compensated in accordance with Subarticle 5.2, above. Should the necessary job tasks require more than three (3) hours of call-back time, Employee shall be compensated for the actual time worked. Call-back time shall begin at the time Employee reaches the job site, as may be appropriate for performing the required job duties, and shall end at such time as Employee completes the required job duties and leaves the job site to return to off-duty status.

In the event that an employee’s “call back” hours overlap with their regular shift, the employee shall still be entitled to the minimum three (3) hours of Call-Back Pay, as noted above. As an example, if an employee is called into work two (2) hours prior to the start of their regularly scheduled shift, that employee shall be entitled to three (3) hours of Call-Back Pay at the overtime rate.

In the event an employee is involuntarily called into work from a scheduled vacation, that employee shall be entitled to Call-Back pay for all hours worked.

B. Call-Back Pay for Court Appearances. For Court Call-Back, the Police Department Facility will be considered the job site and travel time between such Facility and the court will be included in call-back time worked. Only one minimum three (3) hour call-back will be credited per any court business day, except and unless Employee is required to make an appearance on two or more different cases and there is a minimum of three (3) hours between the end of the appearance for one case and the beginning of the proceedings of another case, in which instance Employee shall be credited with a minimum three (3) hour call-back for each different case.

1. Telephone Stand-By. Employees placed on telephone stand-by by the court, the District Attorney, the City Attorney, or the defense attorney in lieu of reporting to or waiting in the courthouse who subsequently are required to make a court appearance within the first three (3) hours of such telephone stand-by shall not be eligible to receive call-back pay for a court appearance pursuant to Section B, above. Employees shall receive three (3) hours minimum call-back credit only when placed on telephone stand-by status. Only one minimum three (3) hours for telephone stand-by shall be credited per any court business day. Employees who appear pursuant to Section B, above, and are placed on telephone stand-by for a period of less than three (3) hours after such appearance shall not be eligible to receive call-back pay for telephone stand-by but shall only receive call-back credit.

2. Cancellation of Court Appearance. Employees who are scheduled for a court appearance at a time outside of Employees' scheduled work hours, which court appearance is subsequently canceled after being confirmed to Employees by the Police Department, shall receive three (3) hours of overtime pay. However, to be eligible for overtime pay, Employees must confirm such court appearance with the Police Department pursuant to the procedure established by Chief of Police between 4:00 p.m. and 5:00 p.m. on the court business day prior to such court appearance.

C. Emergency Call-Back. Employees who have been granted time off and who are subsequently required to work as the result of an emergency shall be compensated a minimum of three (3) hours or on an hour-for-hour basis at the applicable rate.

D. Reporting and Verification. All of the above shall be subject to the reporting and verification requirements set forth in Department Policy.

5.6 OUT-OF-CLASS PAY

A. Qualification. To qualify for out-of-class pay, Employee must be assigned by Chief of Police to the higher job classification.

B. Compensation. City agrees to compensate Employees for those times that they are assigned to perform the regular duties of a higher job classification, Employees assigned shall be compensated five (5%) more than Employees' regularly assigned Regular Pay Rate.

5.7 ALTERNATIVE ASSIGNMENT PAY

A. Established. The Alternative Assignments of Animal Control Officer (ACO) Trainer, CSO Trainer, Detective Bureau CSO, Dispatch Trainer, Property Section CSO, Target CSO, Temporary Holding Facility (THF) CSO, and Traffic CSO are hereby recognized and continued for the term of this MOU. "CSO" shall mean Community Service Officer.

B. Assignment. Assignment to any Alternative Assignments shall be made by Chief of Police from among those Employees who have two (2) or more years' experience with City and whose "Summary Evaluation" on their most recent Annual Performance Report has been rated at "Fulfills Job Requirements" or above, after notice is given to Employees regarding the availability of such assignment and adequate time is allowed for Employees to apply. Should no applications be received within the allowed time period, Chief of Police may make such assignment to any Employee. The duration of Alternative Assignments shall be at the discretion of Chief of Police, who may terminate such assignment at any time for any reason. THF assignments are made at the discretion of the Chief of Police.

C. Shift Assignment. The shift assignment for all Alternative Assignments shall be determined by Chief of Police based on the needs of the Police Department. Shift assignments for Dispatch Trainer will be determined in accordance with normal shift scheduling; however, in order to achieve an appropriate distribution of Employees in these assignments, Chief of Police may re-assign Employees holding such assignments to a shift schedule different from Employees' normal shift schedule. It is the intent of City to maintain at least one Employee on each established work shift who is qualified as a Dispatch Trainer. Alternative Assignments for these positions may require agreement by Employees to accept a specific shift assignment. It is recognized that in the event of an emergency (illness or other absence of a qualified Dispatch Trainer), or in the event that there is a shortage of qualified Dispatch Trainers, it may be necessary for Chief of Police to temporarily reassign an Employee assigned as a Dispatch Trainer, in which event Chief of Police may make such temporary reassignment with seven (7) calendar days notice; however, the shift assignment may be made without advance notice to Dispatch Trainer under exigent circumstances.

D. Compensation. Employees assigned to Alternative Assignments listed above shall receive additional compensation over and above Employee's Basic Pay rate during the term of such assignment.

Additional compensation for Alternative Assignments shall be defined as a percentage of Employee's Basic Pay rate as follows:

ACO Trainer	5%
CSO Trainer	5%
Detective Bureau CSO	10%
Dispatch Trainer	7.5%
Property Section CSO	10%
Target CSO	10%
Temporary Holding Facility CSO*	10%
Traffic CSO	10%

*CSOs assigned to work the THF as their regular assignment (i.e., not temporarily assigned) are eligible for the 10% Alternative Assignment.

E. Overtime Pay. An Employee who is assigned to Alternative Assignments shall receive overtime payment as set forth in Subarticle 5.2, above. Employees assigned to Alternative Assignments may also work shift overtime when approved by Chief of Police.

5.8 DIFFERENTIAL PAYS

A. Bilingual Differential Pay. In recognition of the additional flexibility and effectiveness that bilingual ability may have in certain Police Department activities, a Bilingual Differential Pay is authorized in accordance with the following.

1. Qualification. To be qualified for a Bilingual Differential Pay, Employee's conversational language skills as they relate to typical duties performed by Employee will be evaluated by an individual identified by Chief of Police as having the knowledge and ability to make that assessment. Such individual may be a bilingual community member, teacher, trainer, certified interpreter, or other similarly qualified individual. The evaluator will provide a written determination regarding Employee's bilingual skills and, if Employee is not qualified, shall also identify problem areas for Employee to work on. If during the initial assessment it is determined that Employee is not qualified, Employee may request a second evaluation by a different evaluator who shall also provide a written determination. Chief of

Police shall notify CPSA of the name and qualifications of both the primary and secondary bilingual skills evaluator and allow CPSA to comment on the proposed designation prior to finalizing that designation.

2. Assignment. Assignment to Bilingual Differential Pay eligibility shall be made by Chief of Police from among those Employees who are qualified for such assignment. Such assignment shall occur only when Chief of Police determines that a need and benefit exist and is limited to a maximum of five (5) Employees at any time. While only Spanish and Hmong language skills are recognized as having the level of benefit to the Police Department which would result in authorization for a Bilingual Differential Pay, City reserves the right to extend the benefit to other languages as the need and opportunity arise.

3. Compensation. Employees assigned to receive a Bilingual Differential Pay shall be compensated with an additional five percent (5%) over and above Employees' Basic Pay rates during the term of Employees' assignments.

B. Shift Differential Pay. Employees whose regular work shift is scheduled to begin between noon and 5:59 p.m. (swing shift) shall be eligible to receive a Shift Differential Pay of three percent (3%), and Employees whose regular work shift is scheduled to begin between 6:00 p.m. and 2:59 a.m. (night shift) shall be eligible to receive a Shift Differential Pay of six percent (6%), above Employees' Basic Pay rates for all hours worked. Hours that meet the requirements of Shift Differential Pay shall be reported as such and shall be paid during the regular pay period. Employees' work shifts that do not begin between noon and 2:59 a.m. but are extended, or are held over, shall be eligible for Shift Differential Pay only for those hours which fall outside of their regular shift and begins within the 12:00 noon to 2:59 a.m. shift differential period. Employees shall be eligible for Shift Differential Pay for full shifts of less than ten (10) hours which otherwise meet the requirements for Shift Differential Pay eligibility as established herein, when such shifts are created by the Police Department.

5.9 ON-CALL PAY

A. Generally. The On-Call system was developed to improve the after-hours response of the Police Department, without limiting the ability of affected Employees to make use of Employees' off-duty time for Employees' own purposes. The system assures that, should the need arise, Employees are

available to be contacted and return to duty within a period of time which is determined by Chief of Police, or a designee, to be reasonable.

B. Crime Scene Investigators.

1. Assignment to On-Call Status. Assignment of CSO Employees certified as Crime Scene Investigators (CSI) to On-Call status under this system shall be made by Chief of Police, or a designee, with sole discretion, in a manner that best meets the needs of the Police Department. Chief of Police, or a designee, shall have the discretion to determine the periods of such assignment based on the needs of the Police Department.

2. Compensation for CSI Assignment. In recognition of the On-Call Employees' commitment to be on-call, Employees so assigned will be paid an additional \$100 per week for each week Employees are so assigned or may choose to receive CTO equivalent to \$100 divided by Employees' Basic Pay rate, including Alternative Assignment compensation (if any). Should Employee be assigned to On-Call status for a period less than a full week, a prorated amount will be paid. On-Call Pay shall be paid as part of the regular City payroll.

C. Employees Other Than Crime Scene Investigators.

1. Assignment to On-Call Status - Special Events. Any employee may be placed on-call for a partial or full shift specifically during a special event agreed upon between CPSA and the City.

2. Compensation for Special Event Assignment. Employees assigned to be on-call pursuant to this section shall receive a minimum of three (3) hours of overtime compensation whether or not called into work, or actual time worked, whichever is greater. Such assignment shall be made with no less than seven (7) calendar days advance notice.

5.10 POST CERTIFICATION PAY

A. Established. In recognition of the additional education, training, and experience that is demonstrated through certification of Employees at the Intermediate, Advanced, or Supervisory level by the California Peace Officers Standards and Training Commission (POST), POST Certification Pay is

hereby authorized for Employees in the positions of Public Safety Dispatcher, Communications Supervisor, and Records Supervisor.

B. Determination of Eligibility for POST Certification Pay. Employees who have met the certification requirements for the Intermediate, Advanced, or Supervisory Certification from POST shall be eligible to receive POST Certification pay upon application therefor and approval by City's Human Resources and Risk Management Director. Employees must submit a request for POST Certification Pay on a form provided by the City's Human Resources and Risk Management Office. A copy of the completed application to POST for certification, approved by the Police Department which verifies Employee's eligibility, must accompany that application. The effective date of the pay shall be the first day of the pay period following Human Resources and Risk Management Director's approval of the request for POST Certification Pay. Should POST reject the Employee's application for certification, City will recover the POST pay the Employee received and was not eligible for over the same time period it was paid, or in lump sum at the discretion of the Employee.

C. Compensation. Employees who possess certification from POST at the Intermediate level shall be eligible for POST Certification Pay of an additional two and a half percent (2.5%) of Employees' Basic Pay rate. Employees who possess certification from POST at the Advanced or Supervisory level shall be eligible for POST Certification Pay of an additional five percent (5%) of Employees' Basic Pay rate. The Basic Pay rate on which POST Certification pay is calculated shall exclude Alternative Assignment, Bilingual, On-Call, Shift Differential, Overtime, and any other Pays. Employees shall be eligible only for Intermediate, Advanced, or Supervisory POST Certification Pay, not a combination, for a maximum of five percent (5%) total POST Certification Pay.

5.11 CAREER DEVELOPMENT PAY

A. Established. Career Development Pay is hereby authorized for Employees in the positions of Community Services Officer, Animal Control Officer, and Animal Control Supervisor in recognition of the additional education, training, and experience that is required for such positions.

B. Determination of Eligibility for Career Development Pay. Employees who have met the requirements for either Intermediate or Advanced level, based on the POST Dispatcher Certification

Program and established by the City of Chico Police Department, shall be eligible to receive Career Development Pay upon request, verification by the Police Department and approval by City's Human Resources and Risk Management Director. The effective date of the pay shall be the first day of the pay period following Human Resources and Risk Management Director's approval of the request for Career Development Pay.

C. Compensation. Employees who meet the requirements of the City of Chico Police Department at the Intermediate level shall be eligible for Career Development Pay of an additional two and a half percent (2.5%) of Employees' Basic Pay rate. Employees who meet the requirements of the City of Chico Police Department at the Advanced level shall be eligible for Career Development Pay of an additional five percent (5%) of Employees' Basic Pay rate. The Basic Pay rate on which Career Development Pay is calculated shall exclude Alternative Assignment, Bilingual, On-Call, Shift Differential, Overtime, and any other Pays. Employees shall be eligible only for Intermediate or Advanced Career Development Pay, not both, for a maximum of five percent (5%).

ARTICLE SIX: EMPLOYEE BENEFITS

6.1 HOLIDAYS

A. Established. For the purposes of this MOU, City shall provide eight (8) hours, ten (10) hours, twelve (12) hours, or any other daily shift total of hours an employee works of Holiday Time Bank pay for the following established holidays: January 1, third Monday in January, third Monday in February, last Monday in May, July 4, first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, and such other days as may be proclaimed by Council as public holidays. These holidays currently constitute the entire and exclusive list of legal holidays observed by City.

B. Attendance Policy. It is the policy of City that unless Employee services are required in the interest of public health, safety, or general welfare, Employees shall not be required to be on duty on holidays.

C. Holidays - Observed.

1. Holiday - Sunday. When a holiday falls on a Sunday, the following Monday shall be observed. However, should Christmas Eve fall on a Sunday, such holiday shall be observed on Employee's last regular work day prior thereto.

2. Holiday - Saturday. If a holiday falls on a Saturday, time off or pay shall be granted at the discretion of City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on Employee's last regular work day prior thereto.

3. Holiday - Regular Days Off. If Employee's regular days off are other than Saturday or Sunday and the holiday falls on such day, time off or pay shall be granted at the discretion of City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on Employee's last regular work day prior thereto.

D. Holiday Compensation. The above listed holidays are vested and will be paid pursuant to the Holiday Time Bank provisions of this agreement.

6.2 HOLIDAY TIME BANK

A. Accrual - Generally. Employees' Holiday Time Bank shall be credited on January 1st and each July 1st. The January 1 Holiday Time Bank accrual includes applicable hours (based on total current daily shift hours; e.g.: 8, 10, 12.5) for each holiday which falls in the first six (6) months of the calendar year, plus applicable hours of additional Holiday Time Bank accrual, equivalent to the currently scheduled shift, for the purposes of the floating holiday. The July 1 Holiday Time Bank accrual includes applicable hours (based on total current daily shift hours; e.g.: 8, 10, 12.5) for each holiday which falls in the second six (6) months of the calendar year. Those employees on an alternative schedule that is greater than ten (10) hours per day, during a pay period in which a holiday falls, will utilize a Holiday Time Bank "true up" pay code to allocate the additional hours per holiday that falls within that pay period.

1. Premium Holiday Pay. Employees required to work on the established holidays, identified in Section 6.1.A above, shall, in addition to the hours paid for that day, be paid an additional one-half (½) hour of Premium Holiday Pay for each hour worked on the Premium Holiday. Premium Holiday Pay is to be paid in addition to the accrual referenced in 6.2 A, above. As an example, total compensation for each of the Premium Holidays for a ten (10) hour shift worked would be as follows: payment for ten (10) hours worked on that day, one-half hour Premium Holiday Pay for each hour worked would be five (5) hours pay, and eight (8) hours of Holiday Time Bank in 6.2 A, above.

B. Utilization. All Employees who are scheduled to work and who are not required to be on duty on established City holidays may take time off, charging such time against Employees' Holiday Time Bank. If Employees have previously exhausted their Holiday Time Bank accrual, time off on a holiday would be charged to Employees' CTO balance, or to Employees' vacation balance if they do not have CTO. Upon the request of Employee, and upon the approval of Chief of Police, Employees may use vacation for holidays even if they do have CTO available. In the absence of available CTO or vacation, Employee shall take leave without pay. Employees who are required to be on duty on designated City holidays may use Employees' Holiday Time Bank accrual for time off on other days that Employees select and which are approved by Chief of Police. Such time off shall be treated as vacation for request and approval purposes.

C. Payment for Unused Holiday Time Bank Hours. Employees will be paid for unused Holiday Time Bank hours at the time the next accrual of Holiday Time Bank hours are credited on each January 1 or July 1. Such payment will be made on a separate check and will be paid by the end of the month following the Holiday Time Bank period ending date at Employee's Regular Pay rate which was in effect during the last full pay period of the Holiday Time Bank period. This language is effective January 1, 2014.

D. Newly Hired Employees Accrual. At the time of hire, new Employees shall accrue an amount of Holiday Time Bank accrual equal to total daily shift hours times the number of full-day designated City holidays remaining in the semi-annual period in which Employees are hired. If Employees' hire date falls prior to July 1, Employees shall also receive an additional total daily shift total of hours Holiday Time Bank accrual. As an example, assuming the employee works an eight (8) hour shift, a new Employee hired on November 15 would be credited 32 hours of Holiday Time Bank accrual (8 hours each for Thanksgiving, the day after Thanksgiving, December 24, and December 25). A new Employee hired on May 1 would be credited sixteen (16) hours of Holiday Time Bank accrual (8 hours for the last Monday in May and 8 additional hours because the hire date is prior to July 1).

E. Holiday Time Bank Conversion Upon Termination. When Employees terminate, Employees' Holiday Time Bank balance will be reduced by the total daily shift hours times the number of full-day holidays remaining in the semi-annual period. If Employees do not have an adequate Holiday Time Bank balance to offset previously taken holidays, Employees' CTO or vacation will be reduced accordingly. Any remaining holiday hours which cannot be deducted from Holiday Time Bank, CTO, or vacation accrual will be deducted from Employees' final pay. If the terminating Employee has unused Holiday Time Bank hours following the deduction for remaining holidays, Employee will be paid for such hours on a straight-time basis as part of Employee's final paycheck.

F. Proration for Unpaid Leave. Employees on unpaid leave will have Employees' Holiday Time Bank balance reduced by the total daily shift hours times the number of full-day holidays actually fall during Employees' period of unpaid leave. The provisions relating to the terminating Employees' Holiday Time Bank or excess use of Holiday Time Bank shall apply to Employees on unpaid leave when calculating Holiday Time Bank balance and/or final pay when Employees are no longer on unpaid leave.

6.3 INSURANCES

A. Medical and Dental Insurance. Employees shall receive the maximum contribution per month toward the monthly premium rate for City's Employee group medical and dental insurance plans, as set forth in Exhibit "C" entitled, "Medical, Dental, and Vision Contributions and Carriers". In the event that the actual monthly premium is less than the maximum contribution set forth in Exhibit "C," City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution.

B. Insurance Advisory Committee. City agrees to the continuance of the previously established Health Insurance Review Committee consisting of a designee from the Human Resources and Risk Management Office, who shall coordinate the Committee, and two representatives from each City employee group. The purpose of the Committee is the ongoing review of the City's medical, dental and vision plans and the making of recommendations to the City Council, City Manager and the respective employee groups regarding plan providers, benefit levels, and plan services. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. The primary responsibility of the Committee is to select plan providers who offer the best plan, when considering collectively, plan services, benefit levels and plan premiums. The payment of plan premiums is not a responsibility of the Insurance Review Committee. Determination of who pays plan premiums will be handled during the MOU negotiation process with each represented and unrepresented bargaining unit. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours nor shall such employees receive overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information necessary to carry out its purpose.

C. Approval of Future Plan Changes.

1. Notwithstanding any provision of this subsection to the contrary, CPSA agrees that future changes from the established medical and dental insurance plan or premium structure to a different plan or premium structure shall be approved by a majority of those City employees covered by the plan who vote on such changes.

2. The Health Insurance Review Committee established herein above shall review and recommend to the City Council those proposed changes to the plan or premium structure to be voted upon by the employees pursuant to this paragraph. The proposed changes reviewed by the Committee may be initiated by the Committee, by City employee organizations or groups, or by the City, by and through the City Manager. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council.

Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, CPSA agrees to meet and confer with City, upon City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, no agreement has been reached on the City's proposal, City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

D. Life Insurance.

1. **City Contribution.** City agrees to provide Employees with term life insurance in the amount of one times the annual base salary, rounded to the next multiple of \$1,000, and the spouse, registered domestic partner and minor children of such Employees with term life insurance in the amount of \$1,500, the full cost of the premium for which shall be paid for by City.

E. Long-Term Disability Insurance.

1. **City Contribution.** City agrees to pay to the long-term disability insurance carrier, as defined herein, sixty percent (60%) of the monthly premium cost of the long-term disability insurance plan for each Employee participating in such plan with a minimum contribution of one percent (1%) of Employee salary. Union agrees that Employees participating in such plan shall pay the remaining forty percent (40%) of such monthly premium. If the total rate for the plan is less than the one percent (1%) minimum contribution set forth above, City's contribution shall be the actual premium amount, and participating Employees shall not be required to make a contribution. In no case shall the City's obligation exceed the actual premium cost of the plan.

3. Payroll and Tax Treatment of Long Term Disability Insurance Premium. In order to establish the long-term disability insurance premium as a post-tax Employee contribution so that benefits which might be received by Employees would be treated as such for tax purposes, the actual amount of the premium to be paid by City as provided for above, shall be withheld from Employee taxable earnings. In turn, City will pay a bonus to Employees equal to the amount of Employees' premium contribution during the period in which the premium deduction is paid. Such bonus shall not be considered part of Employees' Basic Pay for calculation of Overtime Pay, retirement, life insurance, or any other salary-based benefit, but shall serve only as a mechanism to establish the long-term disability insurance benefit as Employee-paid benefit for tax purposes.

4. Alternative Plan Option. City agrees to implement an alternative plan for Employees, if so requested by CPSA, if such plan does not have an adverse financial impact on City's current plan or plan rates. Notwithstanding anything in this Section to the contrary, when such alternative long-term disability insurance plan is implemented, City agrees that its share of the premium payment amount shall be equivalent to the 1% of salary or actual cost of the premium, whichever is lower. In the event that Employee's alternative plan premium payment amount is less than City's maximum premium payment amount, as in Paragraph a, below, Employee shall not be entitled to receive the difference between the two.

a. Example 1. For an Employee earning \$2,000 per month, City's maximum monthly premium payment amount would be equal to $\$2,000 \times 1\%$ or \$20.00. If the alternative plan premium amount is \$12.00, City would pay the actual premium.

b. Example 2. If Employee earns \$3,000 per month, City's maximum payment amount would be $\$3,000 \times 1\%$, or \$30.00. If the alternative plan premium amount is \$40.00, Employee would pay the excess \$10.00 per month.

F. Vision Insurance.

1. City Contribution. City agrees to provide Employees with a vision insurance plan which provides vision care benefits, to Employee only, which include an eye examination and lenses every 12 months, frames every 24 months, and provisions relating to contact lenses, with deductibles of \$10.00

for each eye examination, and \$25.00 for lenses or frames, the full cost of the premium for which shall be paid by City.

2. Access for Employee Paid Dependent Coverage. City further agrees that an Employee may purchase vision insurance coverage for Employee's dependent spouse, registered domestic partner and children, at Employee's sole cost and expense, through bi-weekly payroll deduction of the additional premium amount.

6.4 LEAVE

A. Sick Leave.

1. Accrual - Generally. Sick leave credit, which commences upon employment of Employee and may be accumulated without limitation, shall be granted to all Employees for non-job related illness or injury. However, except as otherwise provided herein below, upon termination of Employee's service with City, no compensation for accrued sick leave either in time off or pay shall be granted. It is recognized that sick leave utilization is not considered as a right which may be used at Employee's discretion, but shall be allowed only in case of necessity for actual personal sickness or injury to Employee or approved family member, and for medical, dental, and vision care appointments.

2. Accrual Rate. Employees shall accrue sick leave in the amount of eight (8) hours per month.

3. Utilization Rate. Sick leave shall be deducted from an Employee's total amount of accrued sick leave on an hour-for-hour basis. In the event that an Employee utilizes all of Employee's accrued sick leave and is still unable to return to work due to illness or injury, such Employee shall automatically be placed on leave without pay, in accordance with AP&P 13-24, unless Employee advises City to charge the additional sick time off against Employee's accrued vacation balance, if any.

4. Utilization for Illness of Family Members. Employees may use their accrued sick leave for family illness. For purposes of this subsection, family members shall include spouse, registered domestic partner, children, step-children, registered domestic partner's children, parents, step-parents, parents-in-law or other persons approved by City's Human Resources and Risk Management Director.

5. Notification Procedures. An Employee who will be off work on sick leave shall notify Employee's immediate supervisor in accordance with Police Department Policy and AP&P No. 13-24 entitled, "Leaves of Absence."

6. Job-Related Illness or Injury. An Employee who is off work as a result of a proven job-related illness or injury accepted by the City as a Workers' Compensation claim shall not have such time off charged against such Employee's accumulated sick leave.

7. Use of Accrued Sick Leave Prior to Effective Date of Ordinary Disability Retirement. Notwithstanding, anything herein above to the contrary, Employees who are eligible to retire on an ordinary disability retirement pursuant to the contract with PERS due to a non-job related illness or injury shall be entitled to utilize any or all of their accrued sick leave prior to the effective date of such retirement from City employment. However, except as provided in Subsection 9, below, no compensation of any kind or character shall be made for any accrued sick leave which may remain credited to Employee on or after such effective date.

8. Upon Service Retirement. Upon service retirement, accumulated sick leave shall be credited to Employee's retirement account in accordance with the provisions of the retirement plan referenced in Section 6.6, provided, however, should an Employee elect to convert any of such sick leave to cash pursuant to Subsection 9, below, Employee's retirement sick leave credit shall be reduced commensurately.

9. Sick Leave Conversion Upon Termination. Upon retirement or termination in good standing, Employees may convert accrued sick leave to cash in accordance with the following schedule:

<u>CITY SERVICE YEARS</u>	<u>MAX. CONVERSION %/MAX. \$ AMOUNT</u>
0 - 5 Years	0
5 - 10 Years	15%/\$1,500
10 - 15 Years	30%/\$3,000
Over 15 Years	60%/\$5,000

10. Sick Leave Incentive Pay. Employees who use no sick leave for their own or family sick leave, either for illness or medical or other appointments, in the course of a semi-annual period

beginning either January 1 or July 1 of each year shall receive payment for eight (8) hours of Sick Leave Incentive Pay at the end of the period (either June 30 or December 31 as appropriate). Transfer of sick leave for illness of other City employees shall not be considered use of sick leave by the donating Employee for purposes of the Sick Leave Incentive Pay. Such Sick Leave Incentive Pay shall be calculated by multiplying Employee's Basic Pay rate, including Alternative Assignment Pay, which was in effect during the last full pay period of the semi-annual period (either June 30 or December 31 depending on the period) times eight (8). Special pays, such as Shift Differential Pay, overtime, out of class, or any other pay shall not be part of the basis for this calculation. Payment shall be made by a separate check from pay for regular hours and be made in conjunction with payment for CTO and unused Holiday Time Bank. Such check will be issued prior to the end of the month following the end of the semi-annual period.

B. Leave of Absence With Pay - Birth or Adoption of Child.

1. Amount; When Taken. In the event of the birth of an Employee's child or Employee's registered domestic partner's child, or the adoption of a child by an Employee or Employee's registered domestic partner, such Employee shall be entitled to a leave of absence with pay for a period of three (3) weeks or one-hundred twenty (120) hours.. Such leave shall only be taken within fourteen (14) days after the date of such birth or adoption. An Employee shall be eligible for a single leave period for the event of a birth or adoption, without regard to the number of children involved. The birth or adoption of multiple children at one time shall not create eligibility for more than one birth or adoption leave period.

2. Notification Procedure. Employees shall notify Chief of Police as soon as possible after such birth or adoption date as to which days Employee will be on birth or adoption leave.

C. Leave of Absence Without Pay. Employees may apply to take leaves of absence without pay in accordance with the provisions of Administrative Procedure and Policy 13-24, entitled "Leaves of Absence (With or Without Pay)," as are in effect at the time of application.

D. Personal Time Off. Employees shall receive eighty (80) hours of personal time off (PTO) per calendar year. Any Employee who works less than full time or is hired or promoted into any of the job titles listed in Exhibit A shall receive a prorated amount of PTO on a "percentage of year remaining" basis. Employees who leave City service prior to the end of the calendar year shall receive no

compensation for PTO on the Employees' payroll records. Any PTO not taken by the last day of the calendar year shall be removed, without compensation, from the Employee's payroll records. Effective December 31, 2021, employees with remaining PTO on the books shall be permitted to roll up to forty (40) hours of PTO to the 2022 calendar year. Any PTO not taken by the last day of the 2022 calendar year shall be removed, without compensation, from the Employee's payroll records.

Use of up to forty (40) hours of PTO may be approved within the parameters of the department's annual approved budget. The remaining forty (40) hours of PTO will only be approved if it does not require backfilling on overtime. Use of PTO is always permissible while an employee is on an approved, Human Resources certified, leave of absence.

6.5 VACATION

The City of Chico strongly recognizes the value of Vacation for its employees. The City understands that there are positive health benefits associated with taking vacation, including lower levels of stress and improved productivity. In that vein, the City supports the use of vacation by its employees.

A. Accrual - Generally. Employees who have served City for a period of six (6) months or more shall be entitled to an annual vacation leave with pay. Such vacation leave shall be earned by Employee in accordance with the schedule referenced below provided that an Employee, after satisfactorily completing six (6) months of service, shall be credited with vacation leave equal to the amount they would have accrued during a six-month period.

1. Rate of Accrual. Employees shall accrue vacation credit in accordance with the schedule in "Exhibit "D" entitled, "Vacation Accrual Schedule." Employees may accrue annual vacation credits to an amount not to exceed the Maximum Accrued Balance as set forth in Exhibit "D."

2. Termination of Additional Accrual. Employees shall cease to accrue additional vacation when their accumulated vacation leave balance is equal to the Maximum Accrued Balance identified for their accrual rate, as set forth in Exhibit "D." Accrual shall commence again when the balance drops below the maximum. Employee shall receive written notice from City prior to the anticipated date of such termination of additional accrual. If an Employee is unable to utilize accrued vacation by reason of illness or disability or because the Police Department has canceled previously

approved vacation or refused to schedule vacation requests by Employee, City Manager shall approve a limited-time waiver of the termination of additional vacation accrual provisions in Subsection 1, above, based on the written request of Employee.

B. Utilization. Employees may utilize their accrued vacation as it is earned, at a time that shall be determined by Chief of Police in accordance with the needs of City and with due regard for the wishes of Employee.

In the event an employee has greater than 300 hours of vacation accruals on the books, a manager may request that said employee schedule vacation days, not to exceed more than one (1) day of vacation per month, up to a maximum of no more than one half (1/2) of the employee's annual vacation accrual per calendar year. If, after requested by a Manager to schedule vacation, an employee does not comply, the manager may schedule vacation time off on behalf of the employee (not to exceed the limits listed above).

Scheduling vacation by a Manager is not intended to be a punitive tool; it is meant to ensure that employees reap the benefits of vacation, including increased productivity and better mental and physical health.

C. Vacation Date Selection.

1. Public Safety Dispatchers. Vacation selection shall be made by request to the Communications Supervisor at the beginning of each calendar year and shall be based upon seniority. Not more than two (2) Public Safety Dispatchers shall sign up for vacation at any one time and the duration of such vacation shall not exceed two (2) work weeks, in addition to Regular Days Off (RDOs) on both ends of those work weeks. The RDOs on both ends of the work week may not be taken as part of the Employee's vacation selection if two other dispatchers have already selected them.

Each Employee will have three (3) on duty work days to make their vacation selection. If an Employee does not make a selection within the prescribed three (3) day period, such Employee will be passed and the sign up will continue with other Employees. Such passed Employee may choose at any time from what is then available. Exceptions to vacation date selection procedures may be approved by the Chief of Police or designee.

2. Community Service Officers. Vacation selection during shift sign up shall be within the given shift selection time period by seniority. Vacation requests at other times shall be on a first come, first served basis.

3. Police Records Technicians. Vacation requests shall be on a first come, first served basis.

D. Effect of Termination of Employment. Employees who terminate employment, or who are terminated, and who have completed satisfactorily at least six (6) months of service, shall be paid in lump sum for all accrued vacation earned prior to the effective date of their termination. Said payment shall be determined by multiplying Employee's hourly rate of pay times the number of hours of accrued vacation credited to Employee at the time of termination. Employees with less than six (6) months of service shall not be paid for any accrued vacation.

6.6 RETIREMENT PLAN

A. Established and City Contribution - Employees Hired Before January 1, 2013 or Classic Members. Employees hired before January 1, 2013 or those Classic Members, as defined by CalPERS, shall receive the 3% at age 60 retirement benefit formula. Employees covered by this Section shall contribute the employee contribution amount established by CalPERS for the 3% @ 60 Pension Formula. The City shall not pay any employee contribution.

B. Employees Hired On or After January 1, 2013. Employees hired on or after January 1, 2013, shall receive the 2% at age 62 retirement benefit formula. Employees covered by this Section shall contribute the employee contribution rate of fifty percent (50%) of normal costs as established by CalPERS. The City shall not pay any employee contribution. Employees covered by this Section who are classic members as defined by CalPERS may be eligible for a different pension formula, pursuant to 6.6.A. above.

C. CalPERS Election about Member's Payment of City's Pension Costs. The parties acknowledge that CalPERS mandates an election of CPSA unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in Section 6.6.D. As soon as practicable after the ratification of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the CPSA bargaining unit and completion of the

City's amendment to the CalPERS contract, CPSA unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The CPSA and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in Section 6.6.D.

D. Employee Cost Sharing of Additional Benefits. Effective the first full pay period in January 2017, each bargaining unit member covered by this MOU shall pay, through payroll deduction, an additional three percent (3%) of PERSable compensation towards the City's costs, in addition to the amounts specified in 6.6.A. and B., toward the normal costs of pension benefits as permitted by Government Code Section 20516, and shall extend beyond the expiration of this MOU. If the contract amendment between the City and CalPERS is not completed as described in Section 6.6.C., the cost sharing, as described in this section, shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

Effective the first full pay period in January 2018, each bargaining unit member covered by this MOU shall pay, through payroll deduction, an additional three percent (3%) of PERSable compensation towards the City's costs, in addition to the amounts specified in 6.6.A. and B., toward the normal costs of pension benefits as permitted by Government Code Section 20516, and shall extend beyond the expiration of this MOU. If the contract amendment between the City and CalPERS is not completed as described in Section 6.6.C., the cost sharing, as described in this section, shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU.

As of the first full pay period that contains January 1, 2018, the total employee "cost sharing" amount equals six percent (6%).

E. City Contribution. City agrees to pay the benefit employer contribution as established by that certain "Contract Between the Board of Administration, Public Employees' Retirement System and the City Council of the City of Chico" which was in effect as of June 30, 2002, and to abide by all terms and conditions as established by such Contract so long as the contract exists between City and PERS.

F. Old Age and Survivors Disability Insurance Program. If, during the term of this MOU, the Federal Government mandates public agencies and public employees to participate in the Old Age and

Survivors Disability Insurance Program (i.e., Social Security), CPSA and City agree to automatically reopen negotiations within thirty (30) days of City's receipt of such notice from the Federal Government. Such negotiations shall be for the purpose of determining the impact of such mandate on the implementation or continuation of the current retirement plans and any measures which can be taken to mitigate such impact.

G. Deferred Compensation Plan. City has established a Deferred Compensation Plan in accordance with Internal Revenue Code (IRC) 457. Effective February 5, 2006, City agreed to match ten percent (10%) of Employee contributions. However, the ten percent (10%) City match shall not be applicable to Employee catch-up contributions.

H. Consistency with PEPRA. It is the intent of the Parties that the terms set forth herein be consistent with the provisions of PEPRA, as it may be amended from time to time. In the event of any inconsistency, the provisions set forth in PEPRA shall prevail.

6.7 VARIOUS BENEFITS

A. Employee Assistance Program. City agrees to provide counseling services to Employees at City's cost, and each Employee shall be entitled to receive counseling sessions, in accordance with the provisions of AP&P No. 13-15 entitled, "Employee Counseling." City retains the right to annually select the counseling service provider for the ensuing fiscal year in accordance with City's purchasing system.

B. Defense of Employee from Civil Actions or Proceedings. City agrees to defend Employees from civil actions or proceedings in accordance with the applicable provisions of the Government Code.

C. Section 125 Plan. City has established a Section 125. The Section 125 Plan was established pursuant to Sections 105, 125, and 129 of the Internal Revenue Code of 1986, as amended. Such Plan allows Employees who make a contribution for medical, dental, and vision insurance coverage to make that contribution on a pre-tax basis through the Plan. City shall pay the costs to maintain the Section 125 plan, however, if Employees wish to access other benefits, such as Dependent Care Plan or Medical Flexible Spending Account Plan, Employees shall be responsible for any additional fees related to those benefits.

D. Uniforms.

1. Authorized Items. Authorized Items will be identified in Department Policy. City agrees to provide Employees a Uniform Allowance, as set forth below, for purchase of the Authorized Items in accordance with Federal, State and Local laws and regulations, as amended. Employees will only purchase Authorized Items that are required for Employees' regular, special, or collateral assignments.

2. Initial Uniform Items Purchased by City. City agrees to provide newly hired Employees with initial uniform items as determined by the Chief of Police, which may be modified from time to time by the Chief of Police. CPSA has been provided the current listing and, if modified, CPSA will be provided the updated listing throughout the term of this MOU.

3. City Contracted Vendors. City agrees to contract with a minimum of one private uniform vendor, who will invoice the City directly for Employee purchased Authorized Items.

4. Other Vendors. Employees who purchase Authorized Items from vendors other than the City's contracted vendor(s), shall submit receipts to the Department for reimbursement by the earlier of thirty (30) days after the purchase, or June 30 of the fiscal year during which the purchase was made.

5. Items Not Reimbursed. City shall not reimburse Employees if:

- a. The purchase is not identified in the list of Authorized Items;
- b. The requests for reimbursement exceeds an Employee's annual Uniform Allowance, even if the purchase is for an Authorized Item; or
- c. The reimbursement request is not submitted to the Department by the earlier of thirty (30) days after the purchase, or June 30 of the fiscal year during which the purchase was made.

Employees agree to cure all debts to any and all vendors for items that are not authorized or would over exceed the Uniform Allowance as set forth below.

6. Uniform Allowance. City agrees to appropriate funding for the Uniform Allowance in the Annual Budget, subject to the agreed upon allocation as set forth herein. Effective July 1, 2023, the allocated allowance per employee serving in either the Community Services (CSO) or Animal Control Officer (ACO) classification is \$1,300 per fiscal year. All other classifications receive \$550 in uniform allowance. The balance of the Uniform Allowance received by ACOs/CSOs for the 23/24 Fiscal

Year that has not already been reimbursed up to \$1,300 shall be paid in a single lump sum within thirty (30) days of final ratification and approval of this MOU. Effective upon the ratification and approval of this MOU, uniform allowance shall be paid in a single lump sum no later than July 31 of each year. Employees must be in active status as of July 31 to receive the uniform allowance.

E. Protective Clothing and Equipment. City agrees to provide Employees Authorized Safety Clothing and Equipment pursuant to Federal, State and Local laws, rules, and regulations. Authorized Safety Clothing and Equipment will be identified in the Department Policy. Employees will receive Authorized Safety Clothing and Equipment as required for their regular, special or collateral assignments.

F. Cleaning Service Accommodation. Chief of Police will make arrangements with a private drycleaning vendor to accommodate Employee drop-off and pickup of uniform items at Police Department. The cost for all cleaning will remain the responsibility of Employee who will pay the vendor directly. City takes no responsibility for the quality of the service provided by the vendor, but will endeavor to obtain the lowest rates possible for quality services, which Employee has an option of purchasing. City will have no responsibility for payment to the vendor, and the vendor will be clearly notified of such. City will not handle any funds or perform any record keeping for Employees or the vendor.

G. Federal Insurance Contributions Act - Medicare Contribution.

1. Applicability. The Federal Insurance Contributions Act (“FICA”) mandates that Employees hired after April 1, 1986 be covered by and make payroll contributions for the Medicare portion of FICA at a rate of 1.45% of salary. City is also required to contribute 1.45% of salary for such coverage.

2. Employee Contribution. Effective January, 1, 2011, Employees are required to contribute 1.45% of their salary to the FICA - Medicare program.

3. Future Changes. Notwithstanding anything herein above to the contrary, if in the future the Federal Government mandates that all City employees shall be covered by and make payroll contributions for the Medicare portion of FICA, Employees covered by this MOU shall be required to make such contributions.

ARTICLE SEVEN: WORKING CONDITIONS

7.1 HOURS AND SHIFTS

A. Generally. City shall retain the right, in its sole discretion, to assign Employees to appropriate and necessary work shifts within a forty (40) hour work week in the manner provided in this Subarticle. Except as provided in Subsection 1, below, City shall also retain the right to adjust or change the work hours and starting times of Employees to meet the needs of the Police Department. However, City agrees, whenever possible, to give affected Employees seven (7) calendar days advance notice of such adjustments or changes. City further agrees that it will not act arbitrarily in adjusting or changing Employee work hours and starting times.

1. Community Services Officer (CSO), Animal Control Officer (ACO), or Animal Control Supervisor (ACS). All employees holding the job title of CSO, ACO, or ACS shall work a shift assignment as determined by City in its sole discretion, acting by and through its Chief of Police. It is agreed that such shift assignments shall be prepared and posted on the Police Department bulletin board at least thirty (30) days in advance of the effective date of such shift assignment provided, however, should the Chief of Police determine that a shift modification is required during the term of any CSO, ACO, or ACS shift assignment, only fourteen (14) days advance completion and posting shall be required.

B. Work and Meal Breaks.

1. Shift Employees. During each work shift, Employees shall be entitled to take two (2) fifteen (15) minute breaks and a forty-five (45) minute meal break for those on four (4) 10-hour (4-10) shift schedules, and an hour meal break for those on three (3) 12.5-hour (3-12) shift schedules, to be taken at such times and at such locations as are determined or prohibited by Chief of Police. However, it is recognized that the time of such breaks may vary because of emergencies, training periods, or unusual circumstances and that during such occurrences, the exact time of the meal break will be determined by the shift supervisor. It is further recognized and agreed that should the needs of City, emergencies, or other unusual circumstances cause Employees not to be able to take a work break, Employees shall not be entitled to accumulate and/or save such lost work break for use at another time.

2. Meal Breaks - Public Safety Dispatchers. On shifts designed with meal relief, Public Safety Dispatchers shall take the authorized meal break, except under emergency conditions. Meal breaks will be scheduled in order that no more than one (1) Public Safety Dispatcher will be on meal break at any time. On shifts with only two (2) Public Safety Dispatchers on duty, Public Safety Dispatchers shall arrange meals during slow periods of communications activity and shall not leave the Police Department facility. On shifts with three (3) or more Public Safety Dispatchers on duty, the Public Safety Dispatcher shall request authorization from the Supervisor, the Watch Commander, or the Division Commander to leave the facility during meal breaks.

3. Administrative and Alternative Assignment Employees (Non-Shift Basis). Administrative Employees and Employees working on alternative assignments on a non-shift basis shall be entitled to take two (2) fifteen (15) minute work breaks and a one (1) hour lunch break to be taken at such times and at such locations as are determined or prohibited by Chief of Police. However, it is recognized that the time of such breaks may vary because of emergencies, training periods or unusual circumstances and that during such occurrences, the exact time of the lunch break will be determined by Employee's supervisor. It is further recognized and agreed that should the needs of City, emergencies, or other unusual circumstances cause Employees not to be able to take a work break, Employees shall not be entitled to accumulate and/or save such lost work break for use at another time.

C. Hours and Shifts.

1. Shift Schedules. ACS, ACO, Police Records Supervisor, Police Records Technicians and CSOs assigned to Traffic or Parking Enforcement shall work a four (4) day, ten (10) hour shift schedule. Communications Supervisors, Public Safety Dispatchers, and CSOs who are regularly assigned to the Patrol Section of the Police Department shall work a shift schedule consisting of a combination of 3-12 and 4-10 shift schedules. CSO hours worked during the 3-12 shift schedule shall be calculated based on 171 hours worked in a 28-day period for the purposes of determining overtime pursuant to the FLSA, and Employees shall continue to be paid on a bi-weekly basis. Notwithstanding the method for determining overtime for purposes of the FLSA, Employees shall continue to earn overtime as set forth in Section 5.2, entitled "Overtime Pay," of this MOU.

2. Other Shift Schedules. All Employees assigned to Police Department sections, units, or bureaus shall work a shift assignment as determined by City in its sole discretion, acting by and through its Chief of Police.

3. Flexible Work Schedules. City Manager, or a designee, may approve upon the request of Employee, modification of Employee's daily work hours, in order to provide Employee with a flexible work schedule. In determining whether or not to approve such request, City Manager, or a designee, will consider the recommendation of Chief of Police and the needs of City, with due regard for the wishes of Employee.

CPSA agrees that Employees who are enrolled in City-approved educational course work or training programs, or who wish to participate in a flexible work schedule as approved by Chief of Police, may agree to modifications to their work schedules, including waiver of the meal breaks and overtime pay requirements of this MOU which are necessary for such course work, training programs, or flexible work schedule without additional approval from CPSA.

City Manager, with sole discretion, shall have the right to modify or terminate any flexible work schedules, with a thirty- (30-) day written notification to employees.

4. Schedule Adjustments. Chief of Police may make schedule adjustments in the event of employee illness, training and the like and, although not required, City agrees that the Chief of Police will attempt to provide as much advance notice of such adjustments as possible to affected Employees.

5. Shift Selection. A day shift is a shift which begins between 3:00 a.m. and 11:59 a.m. A non-day shift is a shift which begins between noon and 2:59 a.m. For communication employees hired prior to June 3, 2019, assignment of shift hours and Employee days off within each shift shall be made based on seniority, as defined in Article 1.1.B.9. For communication employees hired on or after June 3, 2019, assignment of shift hours and Employees day off within each shift shall be made based on the date the employee satisfactorily completes training. For all other classifications, assignment of shift hours and employee days off within each shift shall be made based on seniority, as defined in Article 1.1.B.9.

a. Day and Non-Day Shift Rotation. Effective January 1, 2011, Employees who are assigned to the Communications Section, shall be required to select a shift which results in Employees' assignment to at least one (1) day and one (1) non-day shift over the course of each separate twenty-four (24) month period. If a required shift rotation is not available, the Employee shall take the rotational shift as soon as such shift becomes available. Employees shall not work the same shift for more than three (3) consecutive rotations. For this purpose, shifts with predominantly week days (not including Saturday and Sunday) and shifts with predominantly weekend days (including Saturday and Sunday) shall be considered separate shifts. The shift selected shall be credited for this rotation policy regardless if the Employee actually works that shift, if the Chico Police Department assigns Employee to a different shift based on Department needs. Each Employee will have three (3) on duty work days to make their shift selection. If an Employee does not make a selection within the prescribed three (3) day period, such Employee will be passed and the sign up will continue with other Employees. Such passed Employee may choose at any time from what is then available. Animal Control Officers shall be assigned to shifts or schedules on a rotating basis, at the discretion of Chief of Police, with consideration given to desires of Employees.

b. Communications Supervisors. If a Communications Supervisor is required to work a dispatch shift, all other Communications Supervisors will select their supervisory shift first. Then the Communications Supervisor required to work a dispatch shift will select the dispatcher shift that most closely aligns with the remaining Communications Supervisor shift. Then, the dispatchers will select from the remainder of the dispatcher shifts.

c. Chief of Police - Modification. Chief of Police shall have the right to modify the schedule when it is in the best interests of the Police Department in order to ensure a reasonable level of experienced Employees on all shifts.

d. Voluntary Shift Changes. After consideration of the needs of City and the desires of Employees, voluntary shift schedule changes ("trades") between Employees may be approved by Chief of Police. Requests for shift trade approval shall be made for good cause and shall be in writing.

e. Exceptions to Shift Selection Process. If a required shift modification during a shift assignment results in a vacancy, such vacancy will be filled by the appointed Employee

without allowing said Employee to assert seniority to select another shift assignment. If the shift modification resulting in a vacancy is to occur during a shift assignment that has not yet commenced and the shift assignment sign-up has been completed and it is less than thirty (30) days before commencement of said schedule, such vacancy will also be filled by the appointed Employee without allowing said Employee to assert seniority to select another assignment. If the vacancy occurs more than thirty (30) days before commencement of such schedule, Chief of Police retains the right to direct that the sign-up for the new schedule be repeated. For purposes of this Subsection “appointed Employee” shall mean the Employee who is designated as a result of a Police Department selection process to assume the assignment.

6. Shift Rotation. The shift rotation schedule shall be established by Chief of Police, with sole discretion, subject to the following provisions and conditions:

a. Schedule of Assignments. The shift rotation schedule of assignments shall be completed at least thirty (30) days in advance of the scheduled date of rotation, except when a position vacancy occurs within such thirty (30) day period, in which case Chief of Police may make necessary schedule adjustments in order to compensate for such vacancy.

b. 3-Month Rotation. Shift rotation shall routinely occur approximately every three (3) months. However, Chief of Police may extend a shift rotation interval to four (4) months if, in Chief of Police’s judgment, Employee illness or absence, training needs, and the like require it. If such extension is to be made, Chief of Police shall attempt to provide at least thirty (30) days advance notice unless the circumstances creating the need for such extension do not allow for such notice, in which case Chief of Police shall attempt to provide as much notice as possible to Employees.

7. Hours and Shift Modifications. City retains the right in its sole discretion to assign Employees to work hours or work shifts different from their regular hours or shift assignment without further consultation with CPSA, provided that City agrees to provide Employees with a seven (7) calendar day advance notice of such change, except in the event of an emergency, in which case hours or shifts may be modified immediately to meet the needs of the public health, safety, and welfare. Work shifts for Police Records Technicians shall be coordinated with Police Department overall schedules, and will often be set for periods other than Monday through Friday from 8:00 a.m. to 5:00 p.m.

a. Shift Modification - Emergencies. City may, in its sole discretion and upon determination of Chief of Police, determine that emergency conditions exist which threaten the public health and safety, modify the shift schedules herein established in any manner deemed necessary by Chief of Police to meet the requirements of said emergency. The term “emergency conditions” shall include, but shall not be limited to, any of the following conditions, singularly or in combination: Civil unrest, strikes, riot, natural disasters, major criminal situations, unexpected, substantial and protracted reductions in manpower and such other similar conditions as may be reasonably determined by Chief of Police to require reallocation of departmental resources by modification of the existing shift assignments to ameliorate such circumstances. City shall not, however, unreasonably, arbitrarily, or capriciously make a determination of emergency conditions. Further, City agrees that when the need for such shift modification arises, it will attempt to notify the Employees whose shifts will be affected, as early as is practical, in advance of the effective dates of said shift change.

b. Shift Modification - Staffing Shortages. Chief of Police may modify the shift schedules herein established to any schedule necessary to meet the needs of the Police Department in the event that the number of Public Safety Dispatchers regularly assigned to the Communications Section, fall twenty percent (20%) or more below the number of positions regularly assigned to such Section by the Police Department. Only personnel vacancies resulting from Employees on workers’ compensation leave, on leave without pay, resulting from Employee illness or other medical condition, Employees on light duty assignments, and Employee retirement or other terminations shall be counted in determining such twenty percent (20%) amount. In determining the number of Public Safety Dispatchers assigned to the Communications Section, newly appointed Employees who are in the dispatch training program shall be excluded. Further, City agrees that when the need for such shift modification arises, it will notify Employees whose shifts will be affected, as early as is practical, in advance of the effective dates of said shift change. Shift modifications shall be made effective at 01:00 Sunday morning, the first day of an established pay period.

c. Dispute - Modifications For Emergencies and Staffing Shortages. In the event of a dispute regarding the need to implement emergency or staff shortage shift modifications, Employees shall have the right to request a hearing before a hearing officer, which hearing shall be

conducted in accordance with the applicable provisions relating thereto as set forth in PERRs Section 2R.72.240. Further, the parties hereto agree that all other grievance procedures provided in the cited PERRs Section preceding said hearing procedure are hereby waived in this regard, and that the binding arbitration provisions of Article Eight shall not apply hereto.

d. Shift Modification - Minimum Off-Duty Time Period - Court Call-

Back. In the event that an Employee is required to make a court appearance during said Employee's off-duty time between work shifts, Chief of Police, upon proper notification, shall rearrange the beginning time of such Employee's subsequent work shift schedule so as to provide Employee with a minimum rest period of eight (8) hours before or after such court appearance, subject to the provisions of Subsections 1, 2, and 3, above.

e. Shift Modification - Minimum Off-Duty Time Period - Shift

Rotation. When shift rotation occurs, Chief of Police shall make every reasonable effort to modify the beginning time of an Employee's new shift, if necessary, to ensure that Employee has a minimum rest period of eight (8) hours between the end of one shift and the beginning of the next shift, subject to the provisions of Subsections 1, 2, and 3, above.

7.2 SAFETY

A. Safety Rules. CPSA agrees that Employees shall abide by adopted rules and regulations regarding the usage of safety equipment and the utilization of safe working operations and procedures. Any such Employee in violation of such safety rules and regulations shall be disciplined in accordance with the appropriate provisions of the PERRs.

B. Work Stations, Equipment, and Tools. City recognizes its responsibility to and will provide safe work stations, equipment, and tools.

C. Tuberculosis (TB) Testing. Community Services Officers shall be offered a TB Skin Test on an annual basis. All costs associated with such testing shall be paid by the City.

ARTICLE EIGHT: BINDING ARBITRATION

8.1 AGREEMENT TO BINDING ARBITRATION. City agrees to a process of third-party binding arbitration, as set forth herein, which only shall be used for grievances arising out of the interpretation of the provisions of this MOU. AP&Ps on the following subjects are also subject to the grievance procedure:

- a. Medical Suitability for Employment
- b. Travel and Attendance at Training Sessions
- c. Transfer of Sick Leave for Illness of Other City Employees
- d. Bereavement Leave
- e. Military Training Leave
- f. Damage Reimbursement – Personal Clothing and Property
- g. Employee Clothing and Physical Appearance Requirements
- h. Department Safety Committees

A. Progression to Binding Arbitration. If requested by the grievant, the Binding Arbitration request replaces the hearing request in the formal grievance procedure set forth in PERRs Section 2R.72.240.A.5.b(5). However, the fifteen (15) working day time limit set forth in such PERRs Section shall be applicable to such Binding Arbitration request.

B. Review by City Manager. At the option of the grievant, a fourth level of review, consisting of a review by City Manager, may be utilized prior to implementation of the binding arbitration process. However, the request for such review shall be made within ten (10) working days after receipt of the written decision of the third level of review. City agrees that City Manager shall review the matter and render a written decision within fifteen (15) working days. Should Employee still feel aggrieved, or should City Manager not render a decision within fifteen (15) days, Employee shall have ten (10) working days to initiate the Binding Arbitration process.

C. Selection of Arbitrator. Arbitrator selection and the arbitration process shall proceed in accordance with the “Expedited Labor Arbitration Rules” of the American Arbitration Association

(“AAA”) provided, however, that arbitrator selection and the arbitration process may proceed under the “Voluntary Labor Arbitration Rules” of the AAA upon mutual agreement between City and CPSA.

D. Authority of Arbitrator. The authority of the arbitrator shall be limited to making determinations regarding the violation, misapplication, or misinterpretation of the provisions of this MOU. The arbitrator shall not have the authority to add to or delete from such provisions nor make decisions which involve or direct changes or modifications to the scheduled pay or benefit provisions contained herein. In the event that there exists between the parties hereto a dispute as to whether a matter is subject to the arbitration process set forth herein, the arbitrator shall consider and determine whether the matter is subject to arbitration prior to hearing and considering the merits of the grievance issue.

E. Cost of Arbitration. The cost of the arbitration process assessed by the AAA shall be shared equally between City and CPSA. City and CPSA shall each be responsible for their own costs in securing witnesses for legal or other representation and for presentation of material.

Signed and dated as follows:

For the Chico Public Safety Association:

 <u>January Slattery (Nov 2, 2023 12:08 PDT)</u>	Nov 2, 2023
January Slattery President	(Date)
 <u>Jon Crawford, Representative</u>	Nov 1, 2023
Jon Crawford, Representative	(Date)

For the City of Chico:

 <u>Mark Sorensen (Nov 2, 2023 13:02 PDT)</u>	Nov 2, 2023
Mark Sorensen *	(Date)
City Manager	

* Authorized pursuant to Chico
Municipal Code 2R.04.060

APPROVED AS TO FORM:

 <u>John W. Lam (Nov 2, 2023 13:30 PDT)</u>
John Lam, City Attorney*

*Approved pursuant to The Charter of the City of
Chico Section 906 (D)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CHICO
AND
THE CHICO PUBLIC SAFETY ASSOCIATION
REGARDING PAY, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF
JULY 1, 2023 THROUGH JUNE 30, 2025
(2023 MOU - CPSA)**

EXHIBIT "A"

SCHEDULE OF JOB TITLES

The following job titles, when occupied by Permanent Full-Time Employees, shall be covered by the provisions of this MOU:

- Animal Control Officer I
- Animal Control Officer II
- Animal Control Supervisor
- Communications Supervisor
- Community Services Officer I*
- Community Services Officer II*
- Parking Services Specialist
- Police Records Supervisor
- Police Records Technician I
- Police Records Technician II
- Property and Evidence Supervisor
- Public Safety Dispatcher - Entry
- Public Safety Dispatcher – Intermediate
- Public Safety Dispatcher - Advanced

All other employees covered by the provisions of this MOU are defined in Subarticle 3.3, entitled Permanent Part-Time Positions.

*Custodial Personnel pursuant to Penal Code 831. Transportation Officer pursuant to Penal Code 831.6.

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JULY 1, 2023 - JUNE 30, 2025
(2023 MOU CP5A)

EXHIBIT "B"
SCHEDULE OF HOURLY PAY RATES

Basic Pay Schedule - Effective 7/2/2023

POSITION TITLE	HOURLY PAY RATES														BIWEEKLY PAY RATE		ANNUAL PAY RATE	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Animal Control Officer I	\$19.98	\$20.98	\$22.03	\$23.13	\$24.29	\$25.50	\$26.77	-	-	-	-	-	-	-	\$1,598.40	\$2,141.92	\$41,558.40	\$55,689.92
Animal Control Officer II	\$22.20	\$23.31	\$24.48	\$25.70	\$26.98	\$28.33	\$29.74	-	-	-	-	-	-	-	\$1,776.00	\$2,379.52	\$46,176.00	\$61,867.52
Animal Control Supervisor	\$25.10	\$26.35	\$27.67	\$29.05	\$30.50	\$32.02	\$33.62	-	-	-	-	-	-	-	\$2,008.00	\$2,689.28	\$52,208.00	\$69,921.28
Communications Supervisor	\$33.95	\$35.65	\$37.43	\$39.30	\$41.26	\$43.32	\$45.49	-	-	-	-	-	-	-	\$2,716.00	\$3,638.80	\$70,616.00	\$94,608.80
Community Services Officer I	\$19.98	\$20.98	\$22.03	\$23.13	\$24.29	\$25.50	\$26.77	-	-	-	-	-	-	-	\$1,598.40	\$2,141.92	\$41,558.40	\$55,689.92
Community Services Officer II	\$22.20	\$23.31	\$24.48	\$25.70	\$26.98	\$28.33	\$29.74	-	-	-	-	-	-	-	\$1,776.00	\$2,379.52	\$46,176.00	\$61,867.52
Parking Services Specialist	\$18.47	\$19.39	\$20.36	\$21.38	\$22.45	\$23.57	\$24.75	-	-	-	-	-	-	-	\$1,477.60	\$1,980.00	\$38,417.60	\$51,480.00
Police Records Supervisor	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11	-	-	-	-	-	-	-	\$2,096.00	\$2,808.96	\$54,496.00	\$73,032.96
Police Records Technician I	\$19.71	\$20.70	\$21.73	\$22.82	\$23.96	\$25.16	\$26.42	-	-	-	-	-	-	-	\$1,576.80	\$2,113.76	\$40,996.80	\$54,957.76
Police Records Technician II	\$21.64	\$22.72	\$23.86	\$25.05	\$26.30	\$27.62	\$29.00	-	-	-	-	-	-	-	\$1,731.20	\$2,319.68	\$45,011.20	\$60,311.68
Property and Evidence Supervisor	\$26.20	\$27.51	\$28.89	\$30.33	\$31.85	\$33.44	\$35.11	-	-	-	-	-	-	-	\$2,096.00	\$2,808.96	\$54,496.00	\$73,032.96
Public Safety Dispatcher - Entry	\$25.54	\$26.82	\$28.16	\$29.57	\$31.05	\$32.60	\$34.23	-	-	-	-	-	-	-	\$2,043.20	\$2,738.56	\$53,123.20	\$71,202.56
Public Safety Dispatcher - Intermediate	\$27.46	\$28.83	\$30.27	\$31.78	\$33.37	\$35.04	\$36.80	-	-	-	-	-	-	-	\$2,196.80	\$2,943.60	\$57,116.80	\$76,533.60
Public Safety Dispatcher - Advanced	\$29.51	\$30.99	\$32.54	\$34.17	\$35.88	\$37.67	\$39.56	-	-	-	-	-	-	-	\$2,360.80	\$3,164.48	\$61,380.80	\$82,276.48

Alternative Assignment Pay Schedule *

ACO/CSO Trainer	5% of base pay
Detective Bureau CSO	10% of base pay
Dispatch Trainer	7.5% of base pay for training hours
Property Section CSO	10% of base pay
Target CSO	10% of base pay
Traffic CSO	10% of base pay
Temporary Holding Facility (THF)	10% of base pay

Basic Pay Schedule - Effective First Full Pay Period July 2024

POSITION TITLE	HOURLY PAY RATES														BIWEEKLY PAY RATE		ANNUAL PAY RATE	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Animal Control Officer I	\$20.38	\$21.40	\$22.47	\$23.59	\$24.77	\$26.01	\$27.31	-	-	-	-	-	-	-	\$1,630.40	\$2,184.76	\$42,390.40	\$56,803.72
Animal Control Officer II	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.34	-	-	-	-	-	-	-	\$1,810.40	\$2,427.11	\$47,070.40	\$63,104.87
Animal Control Supervisor	\$25.59	\$26.87	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29	-	-	-	-	-	-	-	\$2,047.20	\$2,743.07	\$53,227.20	\$71,319.71
Communications Supervisor	\$34.63	\$36.36	\$38.18	\$40.09	\$42.09	\$44.19	\$46.39	-	-	-	-	-	-	-	\$2,770.40	\$3,711.58	\$72,030.40	\$96,500.98
Community Services Officer I	\$20.38	\$21.40	\$22.47	\$23.59	\$24.77	\$26.01	\$27.31	-	-	-	-	-	-	-	\$1,630.40	\$2,184.76	\$42,390.40	\$56,803.72
Community Services Officer II	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.89	\$30.34	-	-	-	-	-	-	-	\$1,810.40	\$2,427.11	\$47,070.40	\$63,104.87
Parking Services Specialist	\$18.84	\$19.78	\$20.77	\$21.81	\$22.90	\$24.04	\$25.25	-	-	-	-	-	-	-	\$1,507.20	\$2,019.60	\$39,187.20	\$52,509.60
Police Records Supervisor	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49	\$34.11	\$35.81	-	-	-	-	-	-	-	\$2,138.40	\$2,865.14	\$55,598.40	\$74,493.62
Police Records Technician I	\$20.11	\$21.12	\$22.18	\$23.29	\$24.45	\$25.67	\$26.95	-	-	-	-	-	-	-	\$1,608.80	\$2,156.04	\$41,828.80	\$56,056.92
Police Records Technician II	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83	\$28.17	\$29.58	-	-	-	-	-	-	-	\$1,705.60	\$2,306.07	\$45,905.60	\$61,517.91
Property and Evidence Supervisor	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49	\$34.11	\$35.81	-	-	-	-	-	-	-	\$2,138.40	\$2,865.14	\$55,598.40	\$74,493.62
Public Safety Dispatcher - Entry	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67	\$33.25	\$34.92	-	-	-	-	-	-	-	\$2,084.00	\$2,793.33	\$54,184.00	\$72,626.61
Public Safety Dispatcher - Intermediate	\$28.01	\$29.41	\$30.88	\$32.42	\$34.04	\$35.74	\$37.53	-	-	-	-	-	-	-	\$2,240.80	\$3,002.47	\$58,260.80	\$78,064.27
Public Safety Dispatcher - Advanced	\$30.11	\$31.62	\$33.20	\$34.86	\$36.60	\$38.43	\$40.35	-	-	-	-	-	-	-	\$2,408.80	\$3,227.77	\$62,628.80	\$83,922.01

Alternative Assignment Pay Schedule *

ACO/CSO Trainer	5% of base pay
Detective Bureau CSO	10% of base pay
Dispatch Trainer	7.5% of base pay for training hours
Property Section CSO	10% of base pay
Target CSO	10% of base pay
Traffic CSO	10% of base pay
Temporary Holding Facility (THF)	10% of base pay

**MEMORANDUM OF UNDERSTANDING BETWEEN
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EXHIBIT “C”

HEALTH INSURANCE CARRIERS AND CONTRIBUTIONS

I. CARRIERS

Employees shall be covered by the medical and dental insurance carriers on file with the Human Resources and Risk Management Office.

II. CITY CONTRIBUTIONS

The City shall make the following maximum contribution per month toward the monthly premium rate for City's employee group medical and dental insurance plans, as defined herein. The amount of the Employee's contribution shall vary based on the medical plan selected by the Employee. In the event that the actual monthly premium is less than the maximum contribution set forth below, City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution. Any premium costs in excess of the City's contribution shall be paid by Employee.

Employees shall be responsible for payment of the dental insurance premium, up to a maximum of \$74.09 per month. If the dental insurance premium increases above \$74.09 during the term of this MOU, City agrees to pay such increases.

MEDICAL					
City Contribution					
	EPO	PPO 90/10	PPO 80/20	HDHP	HSA
Single	\$575.29	\$575.29	\$427.38	\$432.00	\$78.14
Double	\$ 1,243.66	\$1,242.78	\$906.44	\$923.00	\$125.02
Family	\$ 1,593.47	\$1,592.60	\$1,175.96	\$1,191.00	\$156.27
Employee Contribution					
	EPO	PPO 90/10	PPO 80/20	HDHP	HSA
Single	\$90.71	\$90.71	\$438.06	\$0.00	---
Double	\$ 177.34	\$177.22	\$917.12	\$0.00	---
Family	\$ 234.53	\$234.40	\$1,186.64	\$0.00	---

Effective January 1, 2024

	DENTAL	VISION
City Contribution		
Single	\$59.48	\$5.47
Double	\$59.48	\$5.47
Family	\$59.48	\$5.47
Employee Contribution		
Single	\$19.82	\$0.00
Double	\$19.82	\$4.66
Family	\$19.82	\$10.24

City of Chico Contribution						Employee Contribution					
Amounts						Amounts					
	EPO	90/10	80/20	HDHP	Dental		EPO	90/10	80/20	HDHP	Dental
EE Only	86.38%	56.43%	69.38%	100.00%	Remaining Balance	EE Only	13.62%	43.57%	30.62%	0.00%	\$74.09
EE + 1	87.52%	56.14%	69.30%	100.00%	Remaining Balance	EE + 1	12.48%	43.86%	30.70%	0.00%	\$74.09
Family	87.17%	56.74%	69.79%	100.00%	Remaining Balance	Family	12.83%	43.26%	30.21%	0.00%	\$74.09

III. EMPLOYEES NOT REQUIRED TO PARTICIPATE IN CITY’S INSURANCE PLAN.

Employees who have alternative group medical insurance coverage are not be required to participate in City’s medical insurance plan. Employees are required to provide verification of such alternative coverage to the Human Resources Office during the open enrollment period. Employees shall continue to provide verification during the open enrollment period in all subsequent years that Employees choose to opt out of City’s medical insurance plan. Employees who opt out of City’s medical insurance plan shall receive a payment of \$200.00 per month :

IV.

- A. Into Employee’s Medical Flexible Spending Account established with the City’s Section 125 Plan; or
- B. Cash.

Employees who lose their alternative coverage shall be required to immediately enroll in City’s medical insurance plan, and shall no longer receive the \$200.00 per month payment.

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EXHIBIT “D”

VACATION ACCRUAL SCHEDULE

Length of Service	Bi-weekly Accrual Rate	Annual Accrual Rate	Max Accrual Balance
7th month through 36th month	3.08	80.08	320
37th month through 96th month	4.62	120.12	320
97th month through 108th month	4.93	128.18	320
109th month through 120th month	5.23	135.98	340
121st month through 132nd month	5.54	144.04	360
133rd month through 144th month	5.85	152.10	380
145th month through 156th month	6.16	160.16	380
157th month through 168th month	6.47	168.22	380
169th month through 180th month	6.78	176.28	380
181st month through 192nd month	7.09	184.34	380
193rd month through 203rd month	7.39	192.14	380
204th month and forward	7.69	199.94	380