

City of Pinole

MEMORANDUM OF UNDERSTANDING



P Between the City of Pinole and
the Pinole Police Employees'
Association **C E**

July 1, 2025 to June 30, 2026

**PINOLE POLICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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ARTICLE 1. RECITALS

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

- Sergeant
- Police Officer
- Dispatcher
- Lead Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

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

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

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

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives Defined

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

3.02 Time Off for "Meet and Confer"

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

3.03 Notice to Supervisors

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

3.04 Release Time for General Membership Meetings

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

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

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

3.05 Emergency General Membership Meetings

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

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

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

3.06 Association Activities

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

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

3.07 Elected Board Time Off

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

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank.

Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

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

3.08 RIGHT TO REPRESENT

The right to represent its members with regard to wages, hours and working conditions or other matters within the scope of representation.

3.09 RIGHT TO NOTICE

The right to be given reasonable written notice of the creation of or any substantive change to any ordinance, rule, resolution or regulation within the scope of representation.

3.10 PAYROLL DEDUCTIONS

The right to have payroll deductions made for payment of organization dues. The Association shall indemnify, defend, and hold save the City and its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of any payroll deductions that the Association directed the City to make.

3.11 FACILITIES USE

The use of City facilities for Association activities providing that appropriate advance arrangements are made. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3.12 EMPLOYEE ACCESS

Reasonable access to employee work locations for officers of the Association and the officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

General Wage Increases

FY25-26

Effective the first full pay period after June 30, 2025 and following ratification by the Association and adoption by the City Council, and concurrent with any market equity adjustment provided below, base wage rates in the employee salary table shall increase by three percent (3%) of those in effect as of June 30, 2025.

4.02 Longevity Pay

Employees will receive an additional 3% increase of their base hourly rate when they have reached ten (10) years of continuous service with the City of Pinole.

4.03 Salary Plan/Increments Within Range (Sworn)

Salary Plan Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

Advancement within a salary range, following new hire appointment, is based on performance, requires the approval of the City Manager, and shall be effective at the beginning of a pay period.

Employees are eligible for their first salary range advancement after completion of their FTO training and upon a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance within the salary range upon successful completion of their 18-month probationary period; and after every twelve (12) months of satisfactory service performance until they reach the top of the salary range.

The City Manager, with the recommendation of the Department Head, and based upon meritorious service under exceptional circumstances may provide an employee a salary range increase greater than one (1) salary step.

4.04 Promotional Probationary/Increment within Range (Sworn)

A sworn employee who is promoted to a higher classification is eligible for advancement within the salary range after twelve (12) months from the promotion appointment and satisfactory service performance.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's base hourly rate. With the approval of the Chief, an employee so assigned may receive a City take home vehicle. Authorization for the take home vehicle may be rescinded at any time by the Chief.

Officers and/or Sergeants assigned to the position of Detective, and assigned to remain on "stand-by" during their off-duty hours, shall receive stand-by pay

at the rate of:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

Designated employees assigned to stand-by are required to remain continuously available for the time period assigned.

In the event a detective cannot complete all days assigned to stand-by, any detective that assumes the duties and responsibilities for the assigned will be compensated for any/all day(s) at the rate above for fulfilling the stand-by requirements.

5.02 Canine Duty

Based upon consultation with the canine handlers represented by the Association, the parties estimate that handlers spend up to four (4) hours per week caring for the animals in addition to their regularly scheduled shifts. Officers and Sergeants assigned a canine shall receive an additional five percent (5%) increase to their regular straight-time rate of pay. This compensation is reported as pensionable, subject to compliance with PERS Rules. This payment serves as full compensation for all canine-related duties performed both on- and off-duty, including the care and maintenance of the assigned animal. This provision meets Fair Labor Standards Act (FLSA) for compensation of canine handlers.

The City will be responsible for the following costs associated with the canine:

- Purchase of the canine;
- Training;
- Veterinary expenses;
- Equipment required includes leashes, harnesses, collars, badge and muzzle.

The City will replace all provided equipment as needed and deemed appropriate by the Chief of Police. The amount and type of training will be determined at the sole discretion of the Chief of Police.

At the City's discretion, it will pay the reasonable costs for the installation of a service dog kennel to be installed at the canine handler's residence.

If a canine is deemed to be disabled or no longer capable of performing its duties, the City may offer the handler the opportunity to purchase the canine.

The City reserves the right to remove an officer from the Canine Unit for a

pattern of unsatisfactory job performance.

5.03 Motorcycle Traffic Patrol

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

5.04 Administrative Sergeant

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

5.05 School Resource Officer

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

5.06 Community Outreach

One Officer and one Sergeant assigned to Community Outreach shall receive an additional three percent (3%) of the employee's regular base hourly rate.

5.07 Corporal

An Officer assigned to serve as Corporal shall receive an additional five percent (5%) of the employee's base hourly rate while performing the duties of Corporal.

5.08 Bilingual Pay

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional five percent (5%) of their base wage rate of pay. The City retains the discretion to determine which classifications/positions and which languages are eligible.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. For

full- time regular employees, the City shall contribute toward the employee's health premium based on employees' coverage eligibility as described in (Attachment B) Side Letter of Agreement - Medical Contributions executed on or about April 15th, 2026, by the Parties.

6.02 Retiree Medical Benefits

During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
 - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
 - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.

2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
 - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

CalPERS Credited Years of Earned Service	Percentage of City Contribution Based On The State's Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

6.03 Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225
 Two-party coverage = \$450
 Family coverage = \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

Part-time regular employees working at least 20 hours per week shall be entitled medical in-lieu payment for one-party, two-party or family to a pro-rated payment based on plan he/she was eligible for and selected on the percentage of hours regularly scheduled to work in relation to full-time.

6.04 Flexible Benefits Plan

Effective January 1, 2023, the City will establish and pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,500 annual maximum benefit amount per person.

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

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

7.02 Orthodontic Plan

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

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

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

During the term of this MOU the City agrees to provide term life insurance and accidental death or dismemberment at one times (1x) the employee's annual base wage. Selection of the carrier is at the discretion of the City. Additional coverage may be purchased at the employee's expense.

8.02 Vision Care

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

8.03 Long Term Disability

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

ARTICLE 9. RETIREMENT SYSTEM

9.01 Public Safety Plan Defined

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

- Tier I – Sworn employees hired prior to January 1, 2013 – 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II – Sworn employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).
- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits - This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.

- Service Credit for Unused Sick Leave - Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 CalPERS Employee Contribution Rate – Sworn Employees

Tier 1 – Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate.

Tier II (PEPRA) - Sworn employees shall pay the amount required by CalPERS.

9.03 CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

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

- a) Classic Safety employees cost share retirement contribution shall be fifteen percent (15%) total contribution (9% employee rate + 6% share of the employer rate).

9.04 Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to January 1, 2013 – 2.5% @ 55 plan with Single Highest Year Compensation Formula
- Tier II – Employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).

For Miscellaneous Employees, the contract offers the following options:

- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any

increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.

- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn hired January 1, 2013 or later shall be subject to the requirements of PEPRA.

9.06 CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

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

- a. Classic Miscellaneous employees cost share retirement contribution shall be fifteen percent (15%) total contribution (8% employee rate + 7% share of the employer rate).

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e., sick leave, vacation, compensatory time off) toward employees' overtime thresholds. However, an employee may not use paid leave and earn overtime in the same work day, except when called in to work after regular work hours on a day that they have been off their entire scheduled shift on vacation or compensatory time (not sick leave).

10.02 Overtime Rate

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

10.03 Compensatory Time Off

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

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred and twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred and twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one hundred and twenty (120) hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave balance. Buybacks must be in full hour increments. Requests for buyback must be submitted on the Request for Compensatory Time Buyback form and signed by the supervisor. CTO shall be cashed out at the employee's current regular rate of pay.

10.06 Daylight Savings Time – Compensatory Time

Sworn and non-sworn employees working the "night team" shift from 7 p.m. to 7 a.m. when Daylight Savings Time ends (the first Sunday in November) shall either accrue one and one-half hour of compensatory time or receive one (1) hour of overtime at one and one-half times the employee's base rate of pay.

Sworn and non-sworn employees working the "night team" shift from 7 p.m. to 7 a.m. when Daylight Savings time begins (the second Sunday in March) shall be permitted to work one additional hour at the beginning or end of their assigned shift or use one hour of paid leave from their accrual bank.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

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

- Sergeants or Officers who work the “night team” shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers who work the “night team” shift during the hours of 7:00 p.m. to 7:00 a.m.

Shift Differential shall only be paid for hours actually worked.

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

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

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

In the event an Officer or Sergeant is called back to duty and while in route to the call back location is called off, the employee shall be compensated for two (2) hours.

12.02 Definition of Call Back Pay for Non-Sworn

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

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

In the event a non-sworn employee is called back to duty and while in route to the call back location is called off, the employee shall be compensated for two (2) hours.

12.03 Call Back Pay During Meetings and/or Training

Call back pay for sworn and non-sworn employees does apply to meetings,

training sessions, or other work about which employees receive seven (7) calendar days advance notice.

Call back pay for sworn and non-sworn employees does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift, meetings requested by the affected employee, or employee participation in promotional processes.

Employees called back to duty under this sub-section shall receive compensation for a minimum of four (4) hours or actual time worked, whichever is more.

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive a minimum of four (4) hours of overtime pay unless the employee's regular or overtime shift is scheduled to start within less than four hours of the scheduled court appearance, in which case the employee shall receive overtime in the lesser amount. Should the scheduled court appearance time be contiguous to the employee's regular shift or overtime shift, overtime shall be paid only for the time required for the court appearance, beyond the employee's scheduled shift.

For example, if an employee is subpoenaed to court at 1700 hours, and their scheduled shift begins at 1900 hours, the employee would receive two hours of Off-Duty Court Pay.

Off Duty Court time begins at the time the employee reports to the Police Department to gather evidence required for the court appearance, or to the court, whichever happens first.

13.02 Cancellation

When a court appearance which has been scheduled to occur outside an employee's regular work shift or on the employee's regular day off is canceled with a minimum of twenty-four (24) hours' notice from the appearance time, no off duty court pay compensation will be paid to the employee.

When a court appearance which has been scheduled to occur outside an employee's regular work shift or on the employee's regular day off is canceled with less than twenty-four (24) hours' notice from the appearance time, the employee shall be paid two (2) hours at the overtime rate of one and one-half times the employee's regular rate of pay.

13.03 Hold Over

When an employee is required to appear for a morning court appearance but the matter is continued/held over to the afternoon court calendar, the employee shall be entitled to a meal reimbursement up to the amount of meal reimbursement allowed in subsection 22.01 Amount of Meal Allowance.

If the held-over employee is appearing outside their regular work shift or on the employee's regular day off, the employee will be compensated for their time at the overtime rate of one and one-half times the employee's regular rate of pay.

The time of personal contact or the time a message is left on the employee's provided contact phone number, department voicemail, or department email is considered adequate notice.

13.04 Requirement for "Call In" to Police Hot Line

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

ARTICLE 14. SICK AND PROTECTED LEAVE

14.01 Sick Leave

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

14.01.01 Sick Leave Defined

As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury that renders the employee incapable of performing assigned work or duties for the City, routine medical or dental appointment of the employee, exposure to a contagious disease, mental health condition, or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves when the employee is a victim of domestic violence, sexual assault, stalking, or a qualifying crime that caused physical or mental injury or the threat of physical or mental injury, including crimes involving firearms or dangerous weapons.

14.01.02 Sick Leave Accrual Rate

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be

accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

14.01.03 Extenuating Circumstances for Use of Sick Leave

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

14.01.04 Becoming Sick While On Duty

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

14.01.05 Sick Leave Incentive

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

14.01.06 Other Provisions

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

14.02 Family Sick Leave

Employees are eligible to use accumulated sick leave to attend to a qualifying immediate family member who is ill, injured, or receiving preventive care. This includes emergency or routine medical/dental appointments, care for a mental health condition including therapy or counseling, and/or to support the health, safety, or welfare of the family member if they are a victim of domestic violence, sexual assault, stalking, or another qualifying crime that caused or posed a threat of physical or mental injury or death, including crimes involving firearms or other dangerous weapons. Employees may also use sick leave when a qualifying immediate family member has died as a direct result of a crime.

For the purpose of this subsection (Family Sick Leave) "qualifying immediate family member" means a:

- Spouse or domestic partner;
- Parent (biological, adoptive, foster, step, in-law, or legal guardian);

- Child (biological, adopted, foster, step, legal ward, or child of a domestic partner);
- Grandparent;
- Grandchild;
- Sibling; or
- Any other person sharing the relationship of in loco parentis.

A “qualifying immediate family” member also includes a “designated person” defined as any individual related by blood or whose relationship with the employee is the equivalent of a family relationship. Employees shall identify their “designated person” at the time the leave is requested and are limited to one (1) “designated person” per 12-month period.

14.03 Leave for Reproductive Loss

Effective January 1, 2024, after 30 days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of 20 days within a 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays. The leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date of the event entitling the employee to such leave. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave is in addition to any other such leave entitlements and must be completed within three (3) months of the end date of the other leave.

For purposes of this subsection (Leave for Reproductive Loss), “a reproductive loss” is defined as the loss experienced by an employee, the employee’s current spouse or domestic partner, or another individual who would have been a parent of a child born as a result of the pregnancy or through adoption. The following events are considered reproductive losses:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

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

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

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

Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

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

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for twelve (12) holidays as follows: 12 holidays at 8 hours each, times 1.3, totaling 124.8 hours of holiday pay. Employees are compensated at the employee's base hourly rate and will be paid a pro-rated basis each pay period within the calendar year. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City's payroll.

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

16.02 Floating Holiday-Sworn

Each employee shall receive eleven (11) hours of floating holiday each fiscal year. Floating holiday usage is subject to approval by the Chief of Police. Floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

At the end of each fiscal year sworn employees may convert unused floating holiday hours to their compensatory time leave bank on an hour-for-hour basis, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should an employee elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven 11 annual paid holidays as follows:

January 1 st	New Year’s Day
Third Monday in January	Martin Luther King’s Birthday
Third Monday in February	President’s Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
First Monday in September	Labor Day November 11 Veteran’s Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25 th	Christmas

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

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

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

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

16.06 Pay for Actual Holidays Worked-Dispatchers

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

hourly rate and will not receive holiday pay.

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

Effective the first full pay period after adoption, the City shall provide an annual clothing allowance of \$1,250 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance on a pro-rated basis each pay period within the calendar year.

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$750 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance on a pro-rated basis each pay period within the calendar year.

17.03 One Time Uniform Start Up for New Officers and Dispatchers

Effective the first full pay period after adoption, the City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. Effective July 1, 2025, sworn employees who are hired into or promoted to the position of Sergeant will receive a one-time payment of \$600 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire or promotion.

17.04 Uniform Replacement or Repair

For sworn and non-sworn employees, the City will replace or repair all uniform and uniform equipment damaged in the normal course of the employee's duty provided that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment and that the damage was not caused by, or contributed to by any deliberate negligence on the employee's part. The determination whether to repair or replace it shall be at the discretion of the Police Chief. Approved repairs or replacement shall happen in a timely manner.

17.05 Withholding Payment of Uniform Allowance

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

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or

- c) Any leave, paid or unpaid, following an application for disability retirement.

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

17.06 Other Provisions

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

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

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

The City will provide the following equipment: firearm, holster, magazine(s), magazine holder(s), riot gear, taser, taser holder, mace or oleoresin capsicum (OC) spray, and a minimum of two (2) naloxone sprays.

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: duty belt, handcuffs, handcuff case, mace or oleoresin capsicum (OC) spray holder, baton holder, flashlight, baton, belt keepers (4). The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards.

The City will replace or repair required safety equipment issued by the Department at the discretion of the Police Chief.

The City will repair or replace City issued equipment other than safety equipment listed in Section 18.01, which is not in a usable state due to damage or deterioration.

Approved repairs(s) or replacement(s) shall happen in a timely manner.

18.03 Amount of Safety Equipment Allowance

The City provides each sworn officer an allowance of \$255.00 per calendar year

for the purchase of the required safety equipment listed in Section 18.01 above.

18.04 Payment of Safety Equipment Allowance

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

18.05 Body Armor

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

18.06 Issuance of City Owned Safety Equipment

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

18.07 Other Provisions

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

ARTICLE 19. OUT OF CLASS PAY

19.01 Out of Class Pay

In the event a Sergeant or Corporal is not on duty, the Police Chief or their designee may assign an Officer to serve in a limited supervisory capacity. Officers shall receive Out-of-Class Pay for these assigned shifts, equal to five percent (5%) of their base hourly rate.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

The Police Chief may designate a sworn officer as a Field Training Officer at their discretion.

20.02 Payment for Designation as a Field Training Officer

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

or their designee.

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

20.03 Designation of a Dispatcher as a Trainer

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

20.04 Payment for Being Designated as a Dispatcher Trainer

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

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

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

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

The City shall pay a total of thirty-five dollars (\$35) per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

21.02 Incident Defined

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

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$20 for the cost of a meal. This meal allotment shall be paid to the employee at the next

regular payroll after the meal is incurred.

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Certificate Pay

The City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- Intermediate POST Certificate 2.5% of base salary
- Advanced POST Certificate 2.5% of base salary
- Bachelor's Degree 2.5% of base salary
- Master's Degree 2.5% of base salary

This Educational Degree/Certificate Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description.

The education incentive amounts above can compound subject to sub-section 23.02.

23.02 Maximum Amount Provided

The maximum Educational Degree/Certificate Pay for which an employee is eligible is seven and one-half percent (7.5%) of base salary. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

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

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of two thousand dollars (\$2,000) per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of their final grade.

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

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

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

24.02 Training Day Hours

24.02.01 Out of Town Training (Regularly Scheduled Shift)

Association employees who are scheduled to attend out-of-town training for at least a minimum of 8 hours on a regular work day (including travel time beyond the employee's normal commute and including meal break), are not required to return to work status unless the Police Chief is in need of coverage and will be paid for their entire regularly scheduled shift period. The employee who is required to return will be paid at their regular hourly rate and pursuant to Article 10. Overtime as applicable.

24.02.02 Out of Town Training (During Regular Day Off)

Association employees assigned to out of town training on their regularly scheduled day off will be paid for all hours in training, including travel time and meal break at their hourly rate pursuant to Article 10. Overtime. as applicable.

24.02.03 In-House Training (Regularly Scheduled Shift)

Association employees attending in-house training on their regularly scheduled shift will receive straight time for all hours in training. If the training exceeds 5 hours the employee will be able to take a meal break prior to returning to duty. With advanced notice and approval, employees may request to use their accrued leave once training has concluded rather than return to work to complete their regularly scheduled shift.

24.02.04 In-House Training (Regularly Scheduled Day Off)

Association employees attending in-house training on their regularly scheduled day off will be paid for all hours in training, including travel time and meal break at their hourly rate pursuant to Article 10. Overtime as applicable.

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. No background shall be performed on a Member of this association except as required by law.

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

The probationary period shall be as provided in the City of Pinole Personnel Rules, except as provided below:

- (a) The probationary periods for lateral sworn Sergeants, and lateral sworn Officers shall be twelve (12) months.
- (b) The promotional probationary period for sworn Sergeants shall be twelve (12) months.

26.02 Probationary Period Non-Sworn

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

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT, LIEUTENANT, AND COMMANDER

27.01 Retreat to Lower Class

Upon layoff or request by the employee or the City, a regular status Sergeant, Lieutenant, or Commander, has the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of this section, seniority shall be defined as an employee's tenure

in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

ARTICLE 28. BEREAVEMENT LEAVE

28.01 Bereavement Leave

An eligible employee who is absent from work by reason of the death of a qualifying family member may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident within three (3) months of the date of death of the qualifying family member. To be eligible, an employee must have been employed for at least thirty (30) days before the commencement of the bereavement leave.

However, when it is reasonable and necessary, good cause is shown, and upon approval of the Chief of Police, three (3) additional days may be granted to such leave. The employee shall notify their immediate supervisor or the Chief of Police prior to the time set to begin their next shift.

For purposes of this section a qualifying family member as defined by law includes spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The employer will also consider as a "qualifying family member" the following: sibling-in-law, the spouse or domestic partner of a child, aunt, uncle, or dependent.

The City may require the employee supply documentation of a qualifying family member's death per applicable law.

ARTICLE 29. GRIEVANCE PROCEDURE

29.01 Grievance Defined

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

29.02 Reflection for Use of Procedure

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

29.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

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

29.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by their recognized employee organization, an attorney or may represent him or herself in preparing and presenting their grievance at any level of review.
- b. The employee and their representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit,

the aggrieved employee may immediately appeal to the next step.

- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

29.05 Grievance Procedure

The Grievance Procedure shall be as follows:

Step 1.

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the fourteenth calendar day after the grievant knew, or should have reasonably known of the circumstances which form the basis for the grievance. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

Step 2.

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

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

Step 3.

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10) calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

29.06 Employee Appeals Board.

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

City; and the third member, who shall act as chairperson, shall be selected by the other two members.

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

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

29.07 Employee Appeals Board Recommendation to City Manager

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

ARTICLE 30. FILLING OF SHIFTS

The filling of open shifts will be first filled on a voluntary basis. If a shift cannot be voluntarily filled, employee(s) will be ordered to work the open shift in whole or in part with preference to seniority by inverse selection on a rotational basis.

30.01 Mandated Overtime

Once an employee has been mandated to hold over, is called back or directed to report in for a shift of four (4) hours or greater, the employee's name will be placed at the bottom of the rotational list.

Employees will have one (1) rejection per calendar year where they can be skipped in the rotational list without cause. The employees' one allotted rejection cannot be used on Independence Day (July 4th), Christmas (December 25th) and New Year's Eve (December 31st). Employees mandated to work with less than 24 hours' notice on the aforementioned holidays shall be paid double their regular rate of pay for all hours worked.

If an employee is mandated to work a shift or portion of a shift prior to or after their regularly scheduled workday, the mandated shift cannot force the

employee to work more than 16 consecutive hours without an 8-hour rest period between shifts. If the mandated shift would result in more than 16 consecutive hours of work, the employee shall be skipped on the rotational list and it will not be counted as the employee's allotted annual rejection. Any employees skipped in rotation will be next to be called for the filling of a subsequent shift not filled on a voluntary basis.

Employees that have preapproved vacations shall not be mandated to work overtime on their regularly scheduled days off prior to or after their approved vacation dates. During vacation sign-up, employees must include any travel days that fall on their regularly scheduled days off prior to or after their approved vacation dates to be a protected period. As the additional protected period falls on the employee's regularly scheduled days off, no accruals will be deducted from the employee's leave banks.

Employees that have a qualifying protected leave event, or qualifying event as outlined in the California Paid Sick Leave law shall be skipped on the rotational list and it will not be counted as the employee's allotted annual rejection. The employee shall not lose any accrued leave hours for using these leaves in lieu of working overtime.

30.02 Overtime Requiring OIC Duties

When overtime requires the performance of Officer-in-Charge duties, only employees who are authorized and qualified to serve as OIC shall be eligible; however, overtime selection shall remain based on officer seniority unless operational necessity requires otherwise.

30.03 Voluntary OIC Designation by Team

When an officer assigned to a specific team or unit voluntarily signs up and is approved to serve as the Officer-in-Charge (OIC) for that team during the absence of the assigned Sergeant, that officer shall be considered the preferred OIC for that team when OIC coverage is required.

30.04 OIC Preference Within Assigned Team

When multiple qualified officers are available to serve as OIC for a specific team, preference shall be given to the officer who is assigned to that team and has previously signed up and been designated as the team's OIC, provided operational needs are met.

30.05 No Guarantee of Assignment

Nothing in this section shall be construed as a guarantee of OIC assignment, overtime, or supervisory responsibility. Final assignment authority remains with management based on operational necessity.

30.06 Sergeant Precedence

When a Sergeant is available, the Sergeant shall always have precedence over any Officer-in-Charge for supervisory responsibility of a team, unit, or operation.

30.07 Authority to Assume Supervision

Sergeants retain the authority to assume supervisory control or replace an OIC assignment at any time when supervisory coverage is required or operational needs dictate.

Nothing in this article conflicts with rights or responsibilities concerning the requirements of first responders and disaster service workers pursuant to the California Emergency Services Act.

ARTICLE 31. REST PERIOD RECOMMENDATION

Parties to schedule a meeting within sixty (60) days of adoption to develop a joint recommendation to the City regarding rest period policy and procedure.

ARTICLE 32. EMPLOYEE COMMITTEE

The Parties will form an employer-employee committee consisting of up to four (4) members from the employer and up to four (4) members from the Association to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the parties.

ARTICLE 33. SCOPE AND SEVERABILITY

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

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

ATTACHMENT A City of Pinole Salary Schedules

2025 Salary Schedule (Effective 07/14/2025)

PPEA @ 07/14/2025	A	A	B	B	C	C	D	D	E	E
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Community Safety Specialist	6,379.16	36.8028	6,698.12	38.6430	7,033.04	40.5752	7,384.69	42.6040	7,753.94	44.7343
Dispatcher	7,254.64	41.8537	7,617.38	43.9464	7,998.25	46.1438	8,398.17	48.4510	8,818.09	50.8736
Lead Dispatcher	7,765.74	44.8024	8,154.04	47.0425	8,561.75	49.3947	8,989.85	51.8645	9,439.35	54.4578
Police Officer	9,195.65	53.0518	9,655.44	55.7045	10,138.22	58.4897	10,645.14	61.4143	11,177.41	64.4851
Police Sergeant	10,771.57	62.1436	11,310.15	65.2509	11,875.67	68.5135	12,469.47	71.9393	13,092.96	75.5363

ATTACHMENT B

THE CITY OF PINOLE AND PINOLE POLICE EMPLOYEES ASSOCIATION

SIDE LETTER OF AGREEMENT
MEDICAL CONTRIBUTIONS

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Pinole (hereinafter referred to as the “City”) and the Pinole Police Employees Association (hereinafter referred to as the “Association”).

II. Background

The Parties are the signatories to a 2023-2025 Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain City employees that expired on June 30, 2025. The Parties are currently in negotiations for a successor MOU. On June 5, 2025, the City offered to continue the current medical contribution model, subject to CalPERS requirements. The terms set forth below outline the Parties understanding regarding this benefit. The Parties agree as follows:

III. Agreement of the Parties

The City currently provides for the CalPERS medical insurance program. As soon as administratively possible after Council adoption and subject to CalPERS requirements, for full-time regular employees, the City shall contribute toward the employee’s health premium based on employees’ coverage eligibility the 2025 CalPERS Kaiser rates for one-party, two-party and family coverage as follows:

2025 Kaiser Rates

One Party Coverage: \$1,112.90

Two Party Coverage: \$2,225.80

Family Coverage: \$2,893.54

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

IV. General Provisions

- A. This Side Letter will take effect upon adoption by the City Council of the City of Pinole and the terms herein subject to the Parties’ agreement as memorialized above.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

Agreed to this 15th day of April, 2026.

CITY OF PINOLE

<p>Signed by:</p> <p><u>Garrett Evans</u></p> <p>2FA10F0900AF43D...</p> <p>Garrett Evans, Interim City Manager</p>	<p>4/15/2026</p> <hr/> <p>Date</p>
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<p>DocuSigned by:</p> <p><u>Stacy Shell</u></p> <p>87A8304C5ABD47U...</p> <p>Stacy Shell, Human Resources Director</p>	<p>4/15/2026</p> <hr/> <p>Date</p>
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PINOLE POLICE EMPLOYEES ASSOCIATION

<p>Signed by:</p> <p><u>Amy Sorensen</u></p> <p>BB25FC76F2414C8...</p> <p>Amy Sorensen, President</p>	<p>4/15/2026</p> <hr/> <p>Date</p>
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<p>Signed by:</p> <p><u>Stacy McPherson</u></p> <p>95EB8EBF940D4D3...</p> <p>Stacy McPherson, Labor Representative</p>	<p>4/14/2026</p> <hr/> <p>Date</p>
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