

**Memorandum of Understanding**  
**Between the**  
**City of Clearlake**  
**And the**  
**Clearlake Police Officers Association**

**July 1, 2022~~1~~ through June 30,**  
**2024~~2~~**

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## **Article I. General Provisions**

### **Section 1-1.0 Preamble:**

The Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 38-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Police Association (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.<sup>1</sup>

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its implementation.

### **Section 1-2.0 Purpose:**

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of the Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

### **Section 1-3.0 Recognition:**

The City acknowledges the Association as the exclusive recognized employee organization representing the permanent employees occupying job classifications set forth in Exhibit A.

### **Section 1-4.0 Employee Rights:**

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- a. The right to represent its members before the City Council with regard to wages, hours and working conditions.

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<sup>1</sup> Rev 2021

- b. The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- c. The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- d. The right of reasonable use of the City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- e. The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- f. The right to maintain a bulletin board in an area readily accessible to Association members.
- g. The right to have payroll deductions made for payment of Association dues, subject to written request for each individual Association member.
- h. The right to recommend changes to Personnel System and Personnel Rules and meet and confer on changes thereof.

#### Section 1-5.0 Management Rights and Responsibilities:

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- a. The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- b. The right to set standards of service and levels of staffing for both routine services and emergency operations.
- c. The right to determine the type and kind of goods and services to be made purchased and contracted for.
- d. The right to determine the methods of financing municipal services.
- e. The right to administer the Personnel System in accord with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.

## **Article II. Wages and Benefits**

#### Section 2-1.0 Maintenance of Benefits:

All employee rights, benefits, privileges, and other terms and conditions of employment in effect through the duration of the previous agreement and not

expressly contradicted by this agreement are hereby incorporated in this agreement.

Section 2-2.0 Incorporation of Rules and Regulations:

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60, is hereby incorporated by reference.

Section 2-3.0 Retirement:

2-3.1 Retirement Plan & Contributions:

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS<sup>2</sup>) sworn unit employees shall be provided the benefit of the local Safety Members 3%@50 retirement formula.

“Classic” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 9%.

“PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 2.7%@57 retirement formula.

“PEPRA” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 12%.

Members that previously received a salary adjustment of 2.5% as an offset for contributing 100% of the employee contribution shall continue to receive this offset during the term of the MOU.

2-3.3 Unused Sick Leave Conversion:

The City’s contract with the California Public Employees Retirement System (CalPERS) will allow unit employees to convert unused sick leave to service credit upon retirement.

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<sup>2</sup> Defined by CalPERS as of finalization of this MOU as an employee who “Joined CalPERS prior to January 1, 2013, but are hired by a different CalPERS employer following a break in service of less than six months on or after January 1, 2013. However, if this definition is lawfully changed, any such change would control. (Rev. 2021)

## Section 2-4.0 Salary Adjustment and Longevity Plan:

### 2-4.1 Salary Adjustment:

Effective July 1, 2021, all unit members will receive a four three percent (43.0%) cost of living adjustment (COLA) increase.

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Effective July 1, 2021, all unit members will receive a six three percent (36.0%) base salary cost of living adjustment (COLA) increase, in lieu of adjustments to other compensation included herein.

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Effective July 1, 2021, all unit members will receive a one time payment of \$1,500 to all active permanent employees in acknowledgement of their hard work and dedication to the City.

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### ~~2-4.2 Working Group:~~

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~~City and the bargaining unit shall cooperate in the establishment and operation of a working group comprised of City representatives as well as one or more representatives from each City bargaining unit.~~

- ~~a) This working group will meet at least monthly, commencing upon an agreed-upon date in the first week of September 2021 and continuing thereafter at least once per month.~~
- ~~b) This working group will discuss and, if possible, agree upon a plan for the conversion of existing specialty pays to a sum to be applied to base pay for all classifications and ranks, or such other concepts which may be identified by the working group and which if adopted would go to the objective of eliminating specialty pays and increasing the across the board base rate for City employees by the realignment of existing pay.~~

### 2-4.3 Longevity Pay:

City will provide a longevity payment to all sworn and non-sworn unit employees based on the following schedule (Applies only to continuous service at the City of Clearlake, although no incumbent as of September 12, 2019 will receive a reduction in pay as a result):

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%



11	7.0%
12	8.0%
13	9.0%
14	10.0%
15	11.0%

#### 2-4.4 Pay Periods:

There shall be twenty-six (26) pay periods per year.

#### 2-4.5 Shift Differential:

a) Member shall receive a differential of five (5%) percent of their base pay for actual hours worked during the night shift period as defined below:

Night shift shall be 6:00 p.m. (1800 hrs) to 6:00 a.m. (0600 hrs). The start and end time for this period are based on the current 3/12 alternative work schedule for patrol and dispatch.

b) The City agrees to meet and confer regarding shift differential if the City changes from the current 3/12 alternative work schedule for patrol and/or dispatch to another schedule (eg. 4/10, 5/8).

#### 2-4.6 Merit Increases:

Police officers shall be eligible for merit increases on an annual basis until they advance to Step E in the range. However, a police officer may be advanced from Step B to Step C upon the successful completion of probation at 18 months of service. This increase shall not change their anniversary date for subsequent merit increase eligibility. All merit increases are contingent on demonstrated satisfactory job progress and productivity, recommendation by the Chief of Police and approval by the City Manager.

All Merit Increases and Status Changes affecting employee pay shall be effective the first day of the pay period following the anniversary date or date of change of status, whichever is later.

#### Payment of Comp Time Upon Promotion and/or Change of Bargaining Unit

Employees who have accrued compensation time and who are promoted to a new bargaining unit shall receive a cash-out of all accrued compensation time prior to the effective date of the promotion/bargaining unit change. This amount would be paid in the next pay period following the promotion date.

#### Section 2-5.0 Health and Welfare:

##### 2-5.1 Health Insurance Plan:

a) The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical/vision plan shall be that offered by

Operating Engineers Local Union No. 3 with individual employees paying the associate membership fee.

b) If the City is mandated to contribute toward employee's health insurance program by state or federal action, this subsection shall be considered invalid and subject to Section 10 in Article V (Severability).

c) The City and employees shall contribute the following percentages towards health insurance:

City Contribution: 80% of premium

Employee Responsibility: 20% of premium

#### 2-5.2 Waiver of Participation:

Effective July 1, 2022, all new employees hired on or after this date who elect to waive participation in the City's health insurance plan due to participation in a spouse's insurance program or private health insurance program shall, upon written request to waive said participation and proof of alternative health insurance coverage, receive from the City a two hundred dollar (\$200) flat rate payment towards unit employee's health insurance plan, regardless of family size or alternate coverage cost.

Current unit members waiving participation and receiving in-lieu pay shall continue to receive in-lieu pay for the duration of this agreement at the equivalent of 50% of the City's contribution towards employee's health care plan at the rate effective June 30, 2022.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Waiver of Participation in-lieu payments.

~~In addition to the above provisions of this section, employees who elect to waive participation in the City's health insurance program due to participation in a spouse's insurance program or private health insurance plan shall, upon written request to waive said participation and proof of alternate health insurance coverage, shall receive from the City the equivalent of 50% of the City's contribution towards unit employee's health insurance plan.~~

#### 2-5.3 Alternate Health Insurance:

Further, the parties agree to work mutually toward seeking health and benefit plans which are acceptable to both parties, including counseling services provided by an independent contractor.

If an alternate Health Insurance Plan is identified by either party during the term of this agreement, the City and the Association agree to re-open

negotiations for the sole purpose of renegotiation the City and employee levels of contribution and implementation of the plan.

#### 2-5.4 Life Insurance:

The City shall provide a \$50,000 Life Insurance Policy for Association Members for those classifications represented by the bargaining group, with the option for each unit employee to purchase and an additional \$100,000 policy as a line of duty benefit for sworn employees. Employees have the option of purchasing additional coverage at their own expense.<sup>3</sup>

#### 2-5.5 State Disability Insurance:

The City shall provide SDI coverage for all unit employees.

### Section 2-6.0 Sick Leave:

#### 2-6.1 Accrual of Sick Leave:

Every full-time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part-time employees shall earn sick leave at a ratio of their hours to full time position.

#### 2-6.2 Use of Sick Leave:

Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this agreement. The appointing authority may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested. When in the judgment of the appointing authority, the employee's reasons for being absent because of alleged illness or injury are inadequate, he/she shall indicate on the payroll time report that the absence was leave without pay. The appointing authority may take reasonable steps to insure proper use of sick leave with pay.

#### 2-6.3 Sick Leave Integration:

An employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the

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<sup>3</sup> Rev 2021

employee of his/her full salary. When accumulated sick leave, or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.

#### 2-6.4 Illness While on Vacation/Holiday:

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:

- a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave. The appointing authority may require evidence in the form of a physician's certificate,

or otherwise, of the adequacy of the reasons for the time for which sick leave was requested.

- b. The appointing authority recommends and the Personnel Officer approves the granting of such sick leave.

#### 2-6.5 Illness on Observed Holidays:

Observed Holidays occurring during sick leave shall not be counted as a day of sick leave, except for employees receiving holiday pay.

#### 2-6.6 Use of Sick Leave for Dependent Care:

A employee may use sick leave for the case of dependents who are ill, injured or pregnant and who are living in the employee's household.

2.6-7 Separation:

An employee leaving municipal services shall forfeit all sick leave benefits except that sick leave may be used only through the final day of the actual work performed for the City and not during a period of terminal vacation.

Section 2-7.0 Vacation Leave:

2-7.1 Accrual of Vacation:

Every full-time regular and probationary employee shall earn vacation leave with pay, as follows:

Completed Years of Service	Vacation Hours per Year
0	80
1	88
2	92
3	96
4	100
5	104
6	108
7	112
8	116
9	120
10	124
11	128
12	132
13	136
14	140
15	144
16	148
17	152
18	156
19	160

2-7.2 Maximum Vacation Leave:

An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances, and when the best interest of the City requires, the City

Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

After Years of Service	Vacation Hours Per year	Maximum Accrued Balance
0	80	160
1	88	172
2	92	184
3	96	192
4	100	200
5	104	208
6	108	216
7	112	224
8	116	232
9	120	240
10	124	248
11	128	256
12	132	264
13	136	172
14	140	280
15	144	288
16	148	296
17	152	304
18	156	312
19	160	320

#### 2-7.3 Scheduling Vacation Leave:

All vacation requests for the coming calendar year shall be submitted in writing to the Chief of Police between November 1<sup>st</sup> and November 30<sup>th</sup> of the current year. When the requested vacation periods of two (2) or more employees working the same shift conflict and not all such requests can be reasonably granted, employees shall be granted their preferred vacation period in order of department seniority. When department seniority is equal, the employees' ranking on the original list from which they were hired will be used to break the tie. Vacation requests shall not be denied nor scheduled vacations canceled unless operational needs require it.

#### 2-7.4 Separation:



An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

#### 2-7.5 Denial of Leave Request/Accrual Extension:

In the event an employee is denied two requests to take vacation within a calendar year, he/she shall be allowed to carry-over accrued vacation in excess of the maximum allowed.

#### Section 2-8.0 Bereavement Leave:

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of the death.

An employee shall receive twenty-four (24) hours bereavement leave due to the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

#### Section 2-9.0 Holidays:

The following holidays shall be observed except for shift employees in the Police Department.

New Year's Day – January 1  
Martin Luther King's Birthday – 3<sup>rd</sup> Monday in January  
Washington's Birthday – 3<sup>rd</sup> Monday in February  
Memorial Day – Last Monday in May  
Independence Day – July 4  
Labor Day – 1<sup>st</sup> Monday in September  
Veteran's Day – November 11<sup>th</sup>  
Thanksgiving Day – 4<sup>th</sup> Thursday in November  
Day after Thanksgiving Day  
One-half day Christmas Eve  
Christmas Day – December 25<sup>th</sup>  
One-half day New Year's Eve  
One Floating Holiday



Section 2-10.0 Leave of Absence without Pay:

An employee may request a leave of absence without pay for personal reasons. Leaves of absence shall be administered as follow:

- a. A department head may grant a leave of absence without pay to an employee for a period of up to seven (7) calendar days in a month.
- b. The City Manager may grant a leave of absence without pay to an employee of up to thirty (30) calendar days.
- c. Any leave of absence without pay to an employee in excess of thirty (30) calendar days must be approved by the City Council.

All benefits under (a) and (b) above shall continue for the duration of such leave.

Section 2-11.0 POST Incentive Pay:

Additional compensation shall be paid to Police Officers and Dispatchers for POST certificates as prescribed below:

Intermediate Certificate	5.0%
Advanced Certificate	2.5% additional for a total of 7.5%

Section 2-12.0 Special Assignment:

Employee shall receive a five percent (5%) premium pay while assigned by the Police Chief and while performing in any of the following special assignments:

Traffic Officer  
Canine Officer  
Field Training Officer  
Non-sworn personnel while actively training other non-sworn personnel  
Watch Commander  
Police Corporal  
Detective  
Lead Dispatch

Time performing the special assignment does not include the time training to qualify for the special assignment.

The maximum premium pay for multiple special duty assignments is ten percent (10%). A member serving as Field Training Officer shall not have the five percent (5%) special duty assignment pay count towards the maximum premium pay. A member serving as a Police Corporal shall not be eligible for Watch Commander special assignment pay.

#### 2-12.1 Police Corporal Assignment

- a) Responsibilities. The functions and responsibilities of the Police Corporal assignment include those of a Police Officer with the additional duties of an assistant supervisor or, in the absence of a sergeant, the shift supervisor. The assignment is distinguished from Police Officer by the focus on leadership, coordination and oversight of officers during field operations. They have the responsibility of monitoring the job performance of police personnel, in support of the sergeant, to ensure adherence to department policy and procedures. They provide informal, remedial training to assigned personnel and take corrective action of field performance issues as needed. They make decisions as to the correct action at calls for service as the shift supervisor or as the lead officer on the shift or at the call. They may receive and investigate complaints related to an employee's conduct and be assigned projects or other responsibilities consistent with the additional leadership responsibilities of the assignment.
- b) Maximum Assignments. The Police Chief may appoint a maximum of four (4) Police Corporals, with a maximum of one per patrol shift. Appointments are subject to budgetary and staffing needs.
- c) Minimum Eligibility. In order to be eligible for the Police Corporal assignment, an applicant must meet the following minimum requirements:
  - a. Four (4) years of experience as a Police Officer with the City of Clearlake; and
  - b. Experience serving as a Watch Commander with the City of Clearlake; and
  - c. Experience serving as a Field Training Officer with the City of Clearlake.
- d) Selection Process. Upon a vacancy in the Police Corporal program, the Police Chief may solicit memorandums of interest for the assignment. Members will be notified via e-mail. Candidates meeting the minimum qualifications will be invited to participate in a testing process. The testing will minimally consist of a scored written test. The minimum passing score shall be 80% overall and for any scored component of the testing process. Successful candidates will be placed on an eligibility

list, ranked by score, and referred to the Chief of Police, who has pick

of the list for final selection. A passing score does not guarantee placement in the assignment.

- a. Candidates who fail the testing process are ineligible from re-applying for a period of one year.
  - b. Candidates who pass the testing process but are not selected will remain on an eligibility list for twelve (12) months. Their score will be merged with the scores from subsequent testing process(es) that occur during their period of eligibility or the candidate may re-test at their discretion.
- e) Evaluation. The Annual Evaluation for a Police Corporal will include an assessment and evaluation of their performance with respect to the additional duties and responsibilities of the assignment in addition to those of a Police Officer.
- f) Probationary Period. Upon selection to the Police Corporal assignment, members will serve a Probationary Period of one year from the date of their advanced assignment. During this time, they may be removed from the advanced assignment, with or without cause, without the right of due process appeal or hearing at the sole discretion of the Chief of Police. A member so removed shall be ineligible to reapply for the assignment for a period of one year from the date of removal.
- g) Removal. Upon successful completion of the Probationary Period, a member may be removed from the Corporal assignment by the Police Chief (1) as part of a disciplinary action or (2) the member is physically incapable of performing the duties of the special assignment. A member removed for disciplinary reasons shall be ineligible to reapply for the assignment for a period of one year from the date of removal.
- h) Assignments. Police Corporals will be assigned to a patrol shift with no more than one corporal assigned to a shift. A member assigned as a Police Corporal who transfers to a non-patrol assignment, such as Investigations or School Resource Officer, will no longer be a Police Corporal.
- i) Watch Commander. In the absence of a sergeant, the Corporal will serve as the shift supervisor, except if they are actively training as an FTO, another qualified officer on the shift may serve as shift supervisor. If two or more Corporals are working the same shift, the most senior Corporal will generally serve as the shift supervisor.

However, this may be overridden by a sergeant or other higher-ranking supervisor.

- j) Reversion. A member serving in the Police Corporal assignment who is promoted to Police Sergeant but fails the promotional probationary period shall not have reversion rights to the Police Corporal assignment or the associated compensation.
- k) Policy and Direction. The Police Chief may enact policies and procedures to implement the Police Corporal Assignment Program so long as they do not conflict with the above terms.

#### 2-12.2 K-9 Care & Maintenance

Police Officers who are assigned a K-9 shall be provided one half (1/2) hour per day of overtime pay at the base rate of \$19.30 per hour for the care and maintenance of the K-9.

#### Section 2-13.0 Uniform Maintenance:2-13.1 Uniform Maintenance:

For a new employee to City service, the City will initially provide the following uniforms and equipment, which will then be maintained and replaced by the employee:

- Two uniform shirts (1 Long Sleeve / 1 Short Sleeve)
- Two uniform pants
- Neck tie
- Tie bar
- Name Tag
- Uniform belt

- Duty belt (Excluding Dispatcher & Supp. Svc. Tech.)

Employees shall be solely responsible for the purchase of non-listed items required to comply with the uniform policy such as t-shirts, socks and boots/footwear.

If a new employee does not pass their initial probationary period and does not remain in City service, they shall return to the city all uniform items that were provided by the City upon hire.

Upon approval of the Chief of Police, the City may replace uniform items damaged in the course and scope of an employee's duties. The employee remains solely responsible for the replacement of uniforms due to normal wear and tear.

The City will provide and maintain the following items for Police Officers:

- Firearm
- Ballistic vest
- Flashlight
- Handcuffs
- Baton
- Pepper spray

For non-police officer classifications, the City will provide and maintain items required, as determined by the Chief of Police, for the assignment, such as a utility belt, handcuffs, etc.

#### 2-13.2 Personal Property reimbursement:

The City shall reimburse employee for the repair or replacement cost of personal property, clothing and equipment damaged, destroyed, stolen, or lost during the performance of his/her duty. The maximum reimbursement amount shall not exceed a reasonable replacement value as determined by the Chief of Police.

#### 2-13.3 Load Bearing Vest Carriers:



Officers may wear load bearing vest carriers while working patrol operations to reduce the risk of injury.

#### Section 2-14.0 Hours of Work and Overtime:

##### 2-14.1 Hours of Work:

The Chief of Police shall schedule the shifts to meet the department operational needs.

All unit employees are employed on a seven (7) day/minimum forty (40) hour work period basis and may include sick leave, vacation and holiday leave (where applicable).

##### 2-14.2 Overtime/Compensatory Time Off:

Overtime is defined as a City required act or time expenditure by an employee in excess of the regularly scheduled work shift. Overtime shall be calculated at one and one-half (1 ½) times the employee's rate of pay or one and one-half (1 ½) times the number of overtime hours worked as compensatory time off (CTO). Compensatory time may be accumulated to a maximum of eighty (80) hours at any given time.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1<sup>st</sup> and no later than June 26<sup>th</sup> of each year. Approved pay off shall be issued no later than June 30<sup>th</sup> of each year.

##### 2-14.3 Compensatory Time:

Compensatory time shall be earned and accumulated only if the employee agrees in advance that he/she is required to provide two (2) weeks' notice prior to reducing compensatory time. An employee who does not agree in advance to such notice shall not be allowed to earn or accumulate compensatory time. Exceptions may be considered by the Chief of Police.

##### 2-14.4 Call Out/Call Back:

a. Call Back is defined as Association Members called back to work to perform corrections to work completed which results in overtime as defined

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in Section 2-14.2 shall commence at the time the Association Member reports to the Police Station. Call Back excludes Court Time, as defined in Section 2-14.5

b. Call Back/Call Out pay for Association Members does not apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call Back pay also does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift.

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c. Call Out is defined as hours worked when an Association Member has already been relieved of duty, has left the station, and is then called back to duty for work other than that defined as Call Back work above, which results in employee overtime as defined in Section 2-14.2. Call Out time begins when the Association Member reports to work. Call Out work shall be paid as overtime as defined in Section 2-14.2, at a minimum of four (4) hours compensation for hours worked, up to the start of the Association Member's regularly scheduled shift, as applicable. Association Member shall not be paid Call Out pay during their regularly scheduled shift.

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~~Any duty required of an employee by the City after the employee has completed a continuous period of duty and who must be called back to perform such additional duty, including court time, shall receive a minimum of four (4) hours of overtime compensation. Approval of overtime compensation shall be made by the Chief of Police.~~

#### 2-14.5 Court Time:

Court time is time required and spent by an employee attending in response to a subpoena, a coroner's inquest, or a hearing or trial in a civil or criminal case, at a time other than that regularly required of such employee for employment, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City. An employee shall be compensated at one and one-half (1 ½) times the regular hourly rate for all court time worked in excess of the prescribed regular work week. Employees shall receive a minimum of three (3) hours overtime compensation.

#### 2-14.6 Standby Pay:

- a) Employees required to be on call for duty shall be furnished a cell phone.
- b) City shall create a rotating on-call schedule with on call pay of \$25 per weekday and \$50 per weekend day for Detectives.

#### 2-14.7 Shift Selection:

The Association agrees to mandatory shift rotation for patrol and dispatch assignments. The intent of shift rotation is to provide opportunities for employees to be exposed to all facets of police work.

- a) All shifts sign-up shall be by seniority.
- b) No employee shall work the same shift for more than two (2) rotations.
- ~~b)c) An employee on leave extending over thirty (30) days is not eligible for shift sign-up but will have shift administratively assigned upon return to work.~~

Hardship. Any employee claiming a hardship and requesting to maintain on a shift for more than two (2) rotations shall comply with the following:

- a) Submit in writing to the Association Board of Directors the reasons for

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said hardship.

- b) Upon receipt of the hardship request, the Association shall make a recommendation to the Chief of Police for their determination.

#### 2-14.8 Alternative Work Schedules:

The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10 and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.

#### Section 2-15.0 Training:

The Chief of Police shall establish the training schedule for the department. Any employee interested in career related training shall submit a request to the Chief of Police. A schedule of training shall be prepared by the Chief of Police to meet the needs of the employee and the department. Requests shall be treated in a fair and equitable manner and shall not be unreasonably denied.

#### Section 2-16.0 Stress Management/Wellness Program:

Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker: The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

A \$200 per fiscal year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.

#### Section 2-17.0 Day:

For the purposes of administering benefits such as vacation accrual, holiday leave, etc. a "day" shall mean an eight (8) hour period.

#### Section 2-18.0 Take Home Vehicle Policy:

The Police Chief may recommend that the City provide Police Officers a take home vehicle if it has been determined a vehicle is available and based on the approval of the City.

#### Section 2-19.0 Educational Tuition Reimbursement:

2-19.1 Tuition and Books: The city will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head. Employees are not eligible for both tuition and books reimbursement and the Safety Education Loan Forgiveness Program below..

#### 2-19.2 Safety Education Loan Forgiveness (SELF) Program

POA and the City agree with the interest of enhancing the training and retaining of POA employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

In order to be eligible for the program, an employee must have been an employee of the City or a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. The City Manager may approve a course of study from a nationally-accredited, degree-granting institution. The City will develop a list of preapproved courses of study in consultation with the POA.

Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.

If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due.

Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the

loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

- 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
- 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.
- 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
- 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
- 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

### Article III. Grievance Procedure:

#### Section 3-1.0 Grievance Procedure:

A grievance shall be a claim, filed by an employee on his/her own behalf, or the Association (for alleged violations of Association rights) contending that the City has violated or misapplied on obligation expressed, referenced and/or written in the agreement.

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

A. Determination of contents of job classification.

B. Determination of the procedures and standards for employment.

C. Items subject to the meet and confer process.

D. Matters subject to disciplinary proceedings

E. The procedures set for therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law, such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.

F. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.

G. Items filed more than fourteen (14) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. The grievant must bring the grievance to the attention of his/her immediate supervisor within 14 days of the grievable event. Failure to do so will constitute a waiver of the grievance<sup>4</sup>.

If, after such discussion, the grievant does not feel that the grievance has been satisfactorily resolved, the grievant shall have the right to discuss the matter with the supervisor's superior, if any within the departmental organization. Otherwise, the grievant shall have the right to discuss the matter with the department head.

If the grievant is not in agreement with the decision of the informal grievance procedure, the grievant shall have the right to present a formal grievance, in

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<sup>4</sup> Rev 2021



writing, to the department head. If such formal grievance has not been submitted within twelve (12) calendar days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion. The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within twelve (12) calendar days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Manager within twelve (12) calendar days. Failure of the grievant to take further action within twelve (12) calendar days after receipt of the decision of the department head will constitute withdrawal of the grievance.

Upon receipt of an appeal, the City Manager or designated representative shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render advice concerning the appeal. Within twelve (12) calendar days, the City Administer shall render a formal decision in writing to the grievant. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Council within twelve (12) calendar days.

Upon receipt of an appeal, the City Council shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City

Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. Within twelve (12) calendar days, the City Council shall render a formal decision in writing to the grievant.

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head.

#### Section 3-2.0 Discipline:

Disciplinary action may only be taken for just cause and should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of the same nature and of the time between occurrences, overall work record and treatment of other employees in similar circumstances. Prior to any disciplinary action as defined in Government Code Section 3303 against any regular employee pursuant to provisions of the Personnel Ordinance and Rules, to following procedure shall be complied with:

1. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods in which the employee may respond, and shall be signed by the appointing Authority.
2. The employee shall be given an opportunity to review the documents or material upon which the proposed disciplinary action is based, and, if practicable, he/she shall be supplied with a copy of the documents or materials.
3. Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority concerning the proposed action. The Personnel Officer may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.
4. If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

5. Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final.
6. Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the Personnel Officer may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken.

Throughout the above procedure, the employee may be represented.

#### **Article IV. Miscellaneous:**

##### **Section 4-1.0 Probationary Period:**

The first twelve (12) months after an employee has been hired or promoted shall be a probationary period during which he or she will be considered as in training.

The probationary period for police officers shall be of two types. Sworn personnel hired through lateral recruitment shall have a twelve (12) month probationary period. All other sworn personnel shall have an eighteen (18) month probationary period.

This period is an extension of the examination process and the employee's performance shall be carefully observed. Thirty (30) days prior to the end of the probationary period, the employee's performance shall be formally evaluated. If the employee's performance has been satisfactory, and advancement to regular status is warranted, the Department Head shall so state in the employee's evaluation report to the Personnel Officer. The employee shall then be advanced to regular status.

If the employee's performance has not been satisfactory, the Department Head shall so state in the employee's evaluation report and the employee shall be rejected. Alternatively, the probationary period may be extended by the Department Head, not to exceed 6 additional months.

Probationary employees may be rejected at any time without the right of appeal. Notification of rejection shall be in writing and shall be given to the probationary employee with a copy to the Personnel Officer.

#### Section 4-2.0 Physical Requirements:

The City may require that all applicants and employees be in such physical or mental condition to perform the duties of their jobs and may require periodic medical or psychological evaluation. No employee shall hold any position in a classification in which he cannot physically or mentally perform all the duties of the job adequately or without hazard to himself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of the City rules to place physically disabled employees in such positions as are available in the City service where their disabilities will not affect their performance of duties. The employee's length of service, nature of past performance and the availability of openings may be considered in placing disabled employees.

It is the intent of the City to administer this provision on an equitable basis.

#### Section 4-3.0 Lay-Off:

For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such event, it may be necessary to lay off one (1) or more City employees. The following procedure is intended to give primary consideration to seniority in classification and service and job performance whenever the layoff of employees is necessary. The City's decision to abolish a position is not subject to the employee's right of appeal or grievance.

Notwithstanding the above, the City recognizes the responsibility and the Association's right to meet and confer over the impact of such an action.

When a position within a department or division is abolished, all employees in that department or division in the subject classification shall be listed in order of their length of time in classification. The department head shall choose from among their number the probationary employee to be laid off for each position to be abolished.

In any case length of time in classification should be equal, the appointing authority shall take length of service with the City into consideration in determining the employee to be laid off.

If in any case length of time in classification and length of time of service with the City should be equal, the appointing authority may take job performance into consideration in determining the employee to be laid off.

Employees laid off shall be given two (2) weeks written notice of the action.

An employee who is to be laid off may request, in writing, to be transferred to a vacant position, subject to existing transfer rules within the two-week notification period.

An employee who has held regular status in a lower classification within the same department and/or division may request, within the two (2) week notification period, demotion to a position of said lower classification or an equivalent class in order to avoid layoff. If the employee makes such a request, a list of employees as prescribed in the preceding section shall be prepared and subject employee shall have his/her name placed among the other names on said list according to his/her total length of service in said class and any higher class within the department and/or division. Thereafter, the appointing authority shall choose an employee to be laid off according to the preceding section.

A regular employee of the City who has been employed for a minimum of two (2) years and has been laid off because of either abolition of his/her position or as a result of a demotion of another employee to avoid layoff will be eligible for ten (10) days severance pay.

The names of all permanent employees who were laid off or who were demoted to avoid layoff shall be placed on a layoff list for two (2) years. Whenever a vacancy occurs in the classes from which employees were laid off, the qualifying employees on the layoff list will be notified of the vacancy, prior to announcing an open or promotional position. In such an event, the appointing authority shall consider the former employee(s) from the layoff list prior to considering other candidates. However, the appointing authority shall retain the right not to appoint said former employee(s) and may request an examination to establish a new eligibility list.

A regular employee may be reinstated within twenty-four (24) months after resignation in good standing to a vacant position in the same classification. No credit shall be received for prior service in terms of benefits accrued prior to reinstatement unless recommended by the appointing authority and approved by the Personnel Officer. A reinstated employee shall begin a new probationary period and anniversary date.

#### Section 4-4.0 Provisional Appointments:

In the absence of an appropriate eligibility list, transfer, or a demotion, a provisional appointment may be made by the appointing authority of an individual who meets the training and experience requirements for the position. Such an appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion, or discharge

of an employee. Provisional appointments may also be made under other circumstances deemed for the good of the service by the Personnel Officer.

A provisional employee may be removed at any time without rights to appeal or hearing. Provisional employees shall accrue the same benefits as probationary employees.

#### Section 4-5-0 Residency:

No employee shall be required to relocate or establish a primary residence closer than forty-five (45) minutes travel time to the City limits.

#### Section 4-6.0 Equipment Loan Program:

The City will offer no-interest loans to non-probationary officers for the purpose of purchasing work related equipment. Loans can be no larger than \$500 at a time and must be repaid on a monthly basis over a period not to exceed one year through a payroll deduction. Only one loan per each officer can be outstanding at a time.

#### Section 4-7.0 Bi-Lingual Pay:

Based on the City and community need and the language proficiency of the employee, the Chief of Police may approve bilingual pay for Police Officer's Association classifications. Approval will only be given where the employee's bilingual skill is regularly used in the course of business.

Bilingual pay shall be 2.5% of base salary for speaking and/or 2.5% of base salary for writing based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on LC 4850 disability leave.

~~Bi-Lingual Pay up to 5% (2.5% for speaking and/or 2.5% for writing). Bilingual pay granted based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.~~

#### Article V. Closing Provisions:

##### Section 5-1.0 Severability:

If any article or section of this Memorandum of Understanding should be found

invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force for the duration of the Memorandum. In the event of invalidation of any article or section the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

Section 5-2.0 Term of Agreement:

The term of the Agreement shall be for the period commencing July 1, ~~2021-2022~~ through June 30, ~~2022-2024~~.

The City and Association agree to commence meeting in January ~~2022-2024~~ for the purpose of negotiating a successor agreement.

The City will provide financial information prior to negotiations.

Section 5-3.0 Agreement Modification:

In the absence of an executed agreement for the period commencing July 1, ~~2022-2024~~, the provisions of the agreement shall remain in effect unless amended in accordance with the provisions of Government Code Section 3500 et seq.

Section 5-4.0 Ratification:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.

This agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

Advanced notice shall be given to the Association on any amendments to the personnel rules or administrative procedures which affect wages, hours and other terms and conditions of employment, upon request, the City shall provide the opportunity to meet with the Association regarding these matters. As provided in Section 3500 et seq. of the Government Code, in cases of emergency, when the City Council determines that amendments to the personnel rules must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendments. Amendments shall become effective upon adoption by the City Council.

Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative(s) of the Association.

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\_\_\_\_\_  
Trevor Franklin, President  
Clearlake Police Officers' Assoc.

\_\_\_\_\_  
Alan D. Flora  
City Manager

Executed On: \_\_\_\_\_

**Exhibit A**

**Clearlake Police Officers Association**

**Memorandum of Understanding**

**Animal Control Officer**

**Community Service Officer**

**Code Enforcement Officer**

**Code Enforcement Officer, Senior**

**Dispatcher**

**Police Officer**

**Support Services (Evidence) Technician**