MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALHAMBRA
AND THE
ALHAMBRA POLICE DISPATCH ASSOCIATION
FOR FISCAL YEAR 2021-2022, FISCAL YEAR 2022-2023
and FISCAL YEAR 2023-2024

This Memorandum of Understanding ("MOU") is made and entered into between the Alhambra Police Dispatch Association ("Association") and management representatives of the Alhambra City Council ("City") pursuant to the California Code Sections 3500 et seq.

SECTION 1. GENERAL PROVISIONS

1.1 Recognition

The City hereby confirms its recognition of the Association as the recognized employee organization for its members as set forth under the City’s Employer-Employee Relations Resolution No. R80-32 and as described on the attached, Attachment "A".

1.2 City Council Determination

This MOU shall be presented to the Alhambra City Council for its determination and shall not be effective until or unless the City Council renders its approval.

1.3 Effect of Agreement

It is understood and agreed that the specific provisions contained in this MOU shall supersede any previous agreements, whether oral or written, regarding the matters contained herein and that this MOU shall prevail over City practices and procedures, prior to written agreements and over State laws to the extent permitted.

1.4 Term of Agreement

The provisions of this MOU, unless specifically stated otherwise, shall become effective June 24, 2021, and shall remain in effect through midnight June 30, 2024.

SECTION 2: COMPENSATION

2.1 Salary

Effective the first pay period of Fiscal Year 2021-2022, that includes July 1, 2021, Association members shall receive a base salary increase of two percent (2%).

Effective the first pay period of Fiscal Year 2022-2023, that includes July 1, 2022, Association members shall receive a base salary increase of two percent (2%).

Effective the first pay period of Fiscal Year 2023-2024, that includes July 1, 2023, Association members shall receive a base salary increase of two percent (2%).
2.2 **One-Time Payment of American Rescue Plan Act of 2021 (ARPA) Funds – Premium Pay**

The City recognizes that as essential workers and public safety employees, members of the Association continued to diligently work through the COVID-19 pandemic. ARPA provides federal relief funds to local government agencies for certain uses. As of the date that the parties have entered into this MOU, the US Department of Treasury ("Treasury") has published an Interim Final Rule ("Interim Rule") that provides that an eligible use of the ARPA funds is Premium Pay (31 CFR Part 35, Section 9901 of the Interim Rule). Subject to certain restrictions, the Interim Rule states that Premium Pay can be provided to employees who performed or are performing essential work during the COVID-19 pandemic, such as protecting the health and wellbeing of the residents of the City.

The City agrees to provide a Premium Pay benefit with ARPA funding to Association members pursuant to this paragraph. The Treasury intends to publish Final Guidance regarding the eligible uses of ARPA funds. After publication of the Final Guidance, the City agrees to make a one-time, lump-sum payment to members of the Association in the amount of seven percent (7%) of the employees' annual base rate pay, so long as the Final Guidance provides that this is an eligible use of ARPA funds. If Final Guidance is issued before December 15, 2021, distribution of these payments shall take place on a special payroll run on that date. Otherwise, the payments will be distributed on a special payroll as soon as practical after the Final Guidance has been published. The City and APDA agrees that this one-time payment of funds to Association members shall not be pensionable. In the event that the Final Guidance provides the payments set forth in this section may not be made to Association members, the City agrees to a limited reopener, as set forth in Section 10.3.

2.3 **Compensatory Time Off**

The accrual cap on compensatory time off is a maximum of 116 hours.

2.4 **Training Pay**

Where an Association member who is a full-time employee participates in a mandatory training that runs longer than 75% of the member’s regularly scheduled hours of work for that day, the City will compensate the member for the entire shift. The regularly scheduled hours will be those hours for which the member is scheduled for the week during which the training takes place.

2.5 **Training Assignment Pay**

Dispatchers who are routinely and consistently assigned to train newly hired Dispatchers are eligible for Training Assignment Pay.

**Amount.** An eligible Association member assigned to train a newly hired Dispatcher shall be paid $100.00 per month, in addition to his/her base rate of pay, beginning with the first pay period following the training assignment. Training Assignment Pay shall terminate upon conclusion of the training assignment. Eligible Association members will only receive Training Assignment Pay for the duration of the training assignment.

**CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Training Assignment Pay is special compensation and shall be reported as such
to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) - Special Assignment Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Training Assignment Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

2.6 **Shift Differential Pay**

**Eligibility.** Full-time Association members in the position of Dispatcher who are routinely and consistently scheduled to work a graveyard shift or a swing shift shall receive Shift Differential Pay.

**Amount.** A Dispatcher scheduled to work the graveyard shift of 6:00 p.m. to 6:30 a.m. shall be paid $100.00 per month in addition to his/her base rate of pay, beginning with the pay period following the first scheduled graveyard shift. Dispatchers are not scheduled to swing shifts.

**CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Shift Differential Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) - Special Assignment Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Shift Differential Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

2.7 **Bilingual Pay**

**Eligibility.** Full-time and part-time, permanent Association members who are certified as bilingual by the City in accordance with these provisions, who are routinely and consistently assigned to provide bilingual services in positions requiring communication skills in languages other than English, are eligible to receive bilingual pay.

**Certification.**

a. The City will offer certification for bilingual pay for only the following languages: Spanish, Mandarin, Cantonese, Vietnamese, Korean, and Tagalog. No other languages are eligible for certification.

b. The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Association members wishing to be certified as bilingual must make a request to the City’s Human Resources Department. Upon such request, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the Association member. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than an annual basis.

c. The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Association members who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of three (3) months following the failed or missed examination. Association members who pass the examination will be certified as bilingual by the City. Association members who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the
bilingual pay program during orientation.

**Amount.** An eligible Association member certified as bilingual by the City and who provides bilingual services as required shall be paid $100.00 per month, in addition to his/her base rate of pay, beginning on the first pay period after certification. Association members certified by the City as bilingual shall continue to receive bilingual payment following a change in job classification to another full-time position at the City.

**CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for bilingual pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) - Special Assignment Pay. Bilingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bilingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

### 2.8 Tuition Reimbursement

**Eligibility.** Full-time Association members who satisfy the provisions of the Tuition Reimbursement program as set forth in this section are eligible for tuition reimbursement.

**Amount.** The City will reimburse eligible Association members up to one thousand dollars ($1,000) per fiscal year for tuition (including books, lab/material fees, electronic course materials, parking and other necessary course-related expenses) after having successfully completed academic course work that is job-related and applicable towards a college degree in a job-related field.

i. For a course to be considered "job-related" it must be an academic or vocational course taken for credit from an accredited college or university, and such course must:

ii. Improve knowledge and skills for the present position or for positions of higher classification within the City, or

iii. Prepare for anticipated technological changes occurring in the Association member's career field.

iv. For a course to be considered "successfully completed" it means obtaining a final grade of “C” or higher.

**Procedure.** Eligible Association members who wish to receive tuition reimbursement must first complete a Course Approval Request form and submit it to the Chief of Police prior to beginning the course. The request is subject to approval by the Chief of Police, then by Human Resources and then the City Manager. After approval of the request and successful completion of the course, the Association member must complete a Tuition Reimbursement Request form, along with an attached copy of the grade report and receipts, and submit it to the Human Resources Department. Reimbursement requests are subject to the approval of the Human Resources Director and Finance Director. Association members may obtain the applicable forms from the City's Human Resources Department.
2.9 **Uniform Allowance**

**Eligibility.** Full-time and Part-time Association members are required to wear a uniform shall receive a uniform allowance.

**Amount.** The uniform allowance shall be provided on a per pay period basis:

i. Full-time Association members required to wear a uniform shall receive a total of $725.00 annually.

ii. Part-time Association members required to wear a uniform shall receive a total of $300.00 annually.

**CalPERS Reporting.** The uniform allowance shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform allowance as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The uniform allowance is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

2.9.1. **Uniform Purchasing and Replacement**

**Eligibility.** The City will purchase uniforms for full-time and part-time Association members required to wear a uniform in the following circumstances:

i. When an Association member's uniform is damaged or destroyed during the course of performing his/her duties; or

ii. When an Association member requires a new uniform due to a change in job classification within the Association.

**Items and Cost.** The uniform items and cost for each Association member required to wear a uniform is set forth in Attachment "B".

**CalPERS Reporting.** The cost of uniform purchasing and replacement shall be reported to CalPERS for each Association member required to wear a uniform. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform costs as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The cost of uniform cleaning is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

2.9.2. **Uniform Cleaning**

**Eligibility.** For full-time and part-time Association members required to wear a uniform, the City shall pay and provide for the cleaning of four articles of uniform clothing per week.

**Amount.** The City’s cost for providing the cleaning of articles of uniform clothing per week is
detailed in Attachment “B”.

**CalPERS Reporting.** The cost of uniform cleaning shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform cleaning as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The cost of uniform cleaning is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

### 2.9.3. Updated Uniform Policy

Effective July 1, 2020, Association members must comply with the Updated Uniform Policy as established by the Police Department.

## SECTION 3: LEAVES OF ABSENCE

### 3.1. Vacation

**Initial Appointment:** Upon appointment to a position with the City, an Association member must complete three (3) months of active service before they can use any accrued vacation hours.

**Accrual:** Each Association member accrues eight (8) hours of vacation for each month of active service with the City. Active service status requires the Association member receive compensation from the City.

**Separation from Employment:** Upon separation from employment with the City, an employee shall be paid for all unused accrued vacation hours.

**Vacation Cash Out:** Each Association member shall be allowed a one-time cash out of up to forty (40) hours of vacation time to be paid in December 2023. To be eligible to cash out vacation pursuant to this paragraph, in December 2022, employees must make an irrevocable election as to the number of hours that they elect to the cash out. The City shall make a form available to employees to make the irrevocable election. Disbursement of the cash out shall take place on a special payroll run of date December 13, 2023.

### 3.2 Monetary Compensation In Lieu of Sick Leave

In the last payroll period of the calendar year an Association member who is a full-time employee and who has, on such date, accumulated an amount greater than 800 hours of sick leave credit may elect, at his or her option, to take monetary compensation in an amount not to exceed a maximum of 96 hours minus sick leave used in the calendar year. However, if an employee does not utilize sick leave during a calendar year, he or she may take up to eight (8) hours of sick leave and still receive the maximum of 96 hours by forfeiting the entire 8-hour personal day granted to an employee who did not utilize sick leave in a calendar year.

An employee may not cash out sick leave credit in an amount that will reduce his or her sick leave credit balance to less than 800 hours. To the extent monetary compensation for sick leave is paid, additional sick leave credit shall not accrue.

i. For purposes of computation of monetary compensation hereunder, all sick leave used in
any calendar year shall be charged against sick leave credit accrued for that calendar year.

ii. There shall be deducted from such official's or employee's accumulated sick leave credit the number of days of sick leave for which compensation is paid.

3.3 **Probationary Period**

If an employee is off work (whether paid or unpaid) or working in an assignment that is outside the normal assigned working duties for their classification due to injury or illness for a period of more than two (2) consecutive work weeks, the probationary period shall be extended by the length of such leave time. This extension of the probationary period shall also be applicable in cases where the employee is off work on a FMLA/CFRA leave of absence.

**SECTION 4: HOLIDAYS**

4.1. **Christmas Eve Day Off**

The City agrees to allow full-time employees, covered under this bargaining agreement, eight hours off with pay for Christmas Eve. In years in which the holiday falls on a Friday, the holiday shall be observed on a Thursday. In years in which the holiday falls on a Saturday or Sunday, the holiday shall be observed on a Friday.

4.2. **Eight Hours for New Year's Eve**

The City agrees to allow all Association members who are full-time employees eight (8) hours off with pay for New Year's Eve. In years in which the holiday falls on a Friday, the holiday shall be observed on a Thursday. In years in which the holiday falls on a Saturday or Sunday, the holiday shall be observed on a Friday.

**SECTION 5: HEALTH BENEFITS**

5.1. **Public Employees' Medical and Hospital Care Act**

Public Employees' Medical and Hospital Care Act. The City provides health benefits through CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEHMCA). The City may amend or rescind its membership in the PEMHCA program anytime in the future.

**Flex Health Plan Contribution**

The City provides a flex health plan contribution, including the PEMHCA minimum, for full-time employees to be used toward the payment of insurance premiums for medical, dental, vision, and standard supplemental life insurance plans that are offered by the City as follows:

- Employee Only $826.06 per month
- Employee plus 1 dependent $1,023.61 per month
- Employee plus 2 or more dependents $1,238.14 per month

**PEMHCA Contribution Amount.** Each calendar year, CalPERS establishes the PEMHCA minimum employer contribution rate for employees enrolled in the City's PEMHCA medical plans as set forth in Government Code Section 22892(b). The flex plan contributions listed above
include the calendar year 2019 PEMHCA employer minimum contribution. Each subsequent calendar year, the City’s flex plan contribution will change to include any increase in the PEMHCA employer minimum contribution rate.

Unused Contributions. Employees hired before July 1, 2017, shall be paid out any unused portion of their flex plan contribution as taxable income. Employees hired after July 1, 2017, will not be paid for any unused portion of the City flex plan contribution.

Excess Premiums. Employees shall be required to pay the cost of flex plan premiums for their selected plans which exceed the amount of the City’s monthly contribution.

Opt-Out. Employees hired before July 1, 2017, electing to opt out of medical coverage offered by the City because they have provided proof of eligible alternate coverage will receive a monthly opt allowance equal to ½ of the monthly City contribution as indicated in 5.1.2 above, including the PEMHCA minimum, based on the coverage level tier for the opt out medical plan selected by the employee. Employees hired on or after July 1, 2017, electing to opt out of medical coverage offered by the City, will not receive an opt out allowance in any amount, including the PEMHCA minimum.

SECTION 6: RETIREMENT BENEFITS

6.1. Classic Members of CalPERS

Application. This section shall apply to all Association members who are or become members of CalPERS and who are not “new members” as defined by Government Code Section 7522.04(f) and related CalPERS membership requirements.

2.7% at 55 Pension Plan. The CalPERS 2.7% at 55 pension formula shall be available to all employees covered by this section. Final Compensation Based on the Single Highest Year (Gov. Code § 20042). For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the single highest year.

Employer Paid Member Contribution. The City shall no longer pay any portion of the member’s requirement to make an eight percent (8%) contribution to the PERS system. The member shall pay, through payroll deduction, the entire eight percent (8%) payment. The member’s payment shall be made on a pre-tax basis to the extent permitted by Internal Revenue Code, 26 USC Section 414(h) (2).

Implementation. The EPMC conversion will take effect on December 14, 2017, or the first pay period following ratification by the City Council, whichever is later.

Contract Benefits. Additionally, the City has contracted for the following CalPERS retirement benefits:


6.2. New Members of CalPERS

**Application.** In accordance with the definition of "new member" set forth by Government Code Section 7522.04 and related CalPERS membership requirements, this section shall apply to any of the following:

a. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date.

b. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

c. An Association member who was an active member in CalPERS with another employer and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.

**2% at 62 Plan.** The 2% at 62 pension formula shall be available to all employees covered by this section

**Final Compensation Based on Three Year Average.** For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the employee's highest average annual pensionable compensation during a period of at least 36 consecutive months.

**Required Employee Contribution.** Members covered by this section will contribute the employee contribution rate of fifty percent (50%) of normal costs as established by CalPERS for the 2% at 62 pension formula.

**Contract Benefits.** Additionally, the City has contracted for the following CalPERS retirement benefits:

a. Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective January 1, 2013


6.3. Retirement Benefits for Part-Time Employees

Part-time employees may be eligible for CalPERS membership pursuant to applicable CalPERS laws and regulations.

Part-time employees who are not participating in CalPERS are eligible to participate in the City's PARS Alternate Retirement System plan subject to plan terms and conditions.
6.4. **CalPERS Sick Leave Conversion**

The City has contracted with CalPERS to provide the benefit of Sick Leave Conversion Benefit for eligible full-time Association members.

6.5. **Medical Insurance Upon Retirement**

**Retiree Medical Insurance**

The City shall contribute a set monthly amount towards retiree medical insurance premiums for all employees who meet the following criteria:

A. All employees hired prior to August 20, 2001, shall be eligible for the benefit, provided they have the requisite full-time years of service with the City of Alhambra. The requisite full-time years of service can be achieved by combining all previous years of service, in other public agencies such as State, County or municipal government.

B. All Employees hired after August 20, 2001, shall be eligible for this benefit, provided they have the requisite number of years of service calculated using only continuous years of service with the City of Alhambra.

C. This benefit shall include those individuals who retire from the City of Alhambra with either a service or disability retirement.

D. The Retiree Medical Insurance benefit shall be granted as follows:

**Retirees Participating in the City’s PEMHCA Medical Plan**

For Employees hired prior to July 1, 2017, with 20 years of service as described in 6.5 A and B above with the City of Alhambra upon retirement, the City shall contribute $396 per month, which includes the City flex plan contribution and the PEMHCA employer minimum contribution. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $386 per month.

For Employees hired prior to July 1, 2017, with 25 years of service as described in 6.5 A and B above with the City of Alhambra upon retirement, the City shall contribute $496 per month, which includes the City flex plan contribution and the PEMHCA employer minimum contribution. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $486 per month.

Each calendar year, CalPERS establishes the PEMHCA minimum employer contribution rate for retirees enrolled in the City’s PEMHCA retiree program as established in Government Code Section 22892(b). The retiree medical plan contributions listed in Section E.4 above include the calendar year 2019 PEMHCA employer minimum contribution. Each subsequent calendar year, the City retiree medical plan contribution will change to include any increase in the PEMHCA employer minimum contribution rate.
All Employees hired on or after July 1, 2017, will not receive the above-described benefits, but instead will receive the PEMHCA minimum contribution.

The Retiree Medical Insurance benefit will cease upon the death of the retired Employee.

Retirees Not Participating in the City’s PEMHCA Medical Plan

For Employees hired prior to July 1, 2017, with 20 years of service as described in 6.5.1 A and B above with the City of Alhambra upon retirement, the City shall contribute $260 per month. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $350 per month.

For Employees hired prior to July 1, 2017, with 25 years of service as described in 6.5.1 A and B above with the City of Alhambra upon retirement, the City shall contribute $360 per month. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $350 per month.

All Employees hired on or after July 1, 2017, who do not participate in the City’s PEMHCA medical program will receive no retiree medical contribution from the City.

SECTION 7: SEVERABILITY

It is understood that this MOU is subject to all applicable present and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations or otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

SECTION 8: WAIVER AND MODIFICATION

Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by the affected employees, shall remain in full force and effect during the entire term of this MOU unless changed subsequent to the completion of the required meet and confer process. Certain matters would also require not only completion of the meet and confer process, but would also require mutual consent by both to effect change during the period of this Agreement. The provision is not to be interpreted as relieving either the City or Association of its obligation to meet and confer on appropriate matters in accordance with the provisions of the Government Code.
SECTION 9: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees shall remain in full force and effect.

SECTION 10: LIMITED REOPENERS

10.1 The parties agree to a limited reopener to meet and confer regarding updates to the City's Personnel Rules and Regulations, the City's Employer Employee Relations Resolution, the City's Municipal Code, and the City's Administrative Leave Policies.

10.2 The parties agree to a limited reopener to meet and confer regarding the implementation of a Comprehensive Memorandum of Understanding.

10.3 Parties agree to a limited reopener during the term of this MOU if final guidance issued by the U.S. Department of Treasury indicates that providing the premium pay benefits to employees in this unit is not an eligible use of ARPA funds.

10.4 No changes, other than those already agreed to above, or in this MOU, will be implemented without the parties' mutual agreement.

ALHAMBRA POLICE DISPATCH ASSOCIATION  

FLORA VASQUEZ, PRESIDENT

Dated: 08/18/2021

CITY OF ALHAMBRA  

MARIAM LEE KO, DIRECTOR OF HUMAN RESOURCES & RISK MANAGEMENT

Dated: 08/18/2021
### ALHAMBRA POLICE DISPATCH ASSOCIATION

#### FULL-TIME ASSOCIATION MEMBERS

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#### PART-TIME ASSOCIATION MEMBERS

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## FISCAL YEAR 2021-2022 (2% COLA INCREASE)

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## FISCAL YEAR 2022-2023 (2% COLA INCREASE)

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<th>RATE</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
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<th>STEP 7</th>
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### FISCAL YEAR 2023-2024 (2% COLA INCREASE)

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