

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CHOWCHILLA AND
THE CHOWCHILLA CITY POLICE OFFICERS' ASSOCIATION

FOR THE PERIOD:

JULY 1, 2025 THROUGH JUNE 30, 2028

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INTRODUCTION

This Memorandum of Understanding ("MOU") contains the entire understanding between the City of Chowchilla (hereafter referred to as "City") and the Chowchilla City Police Officers' Association (hereafter referred to as "Association" or "CPOA"). If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding. This MOU incorporates and supersedes any previous MOUs and any Side Letters amending any previous MOU governing the wages, hours, terms, and conditions of employment for the employees in Association.

ARTICLE I – PREAMBLE

A. GENERAL – TERM OF THE AGREEMENT

This MOU represents the mutual agreement of the City and the Association on terms and conditions of employment and shall be in full force and effect from July 1, 2025, up to and including June 30, 2028. The provisions of this MOU shall not take effect until ratified by both the City Council and the general membership of the Association. The Association and City agree to recommend the provisions of this MOU for approval by the Association and City Council, respectively, and, if adopted, to abide by its provisions for the term hereof. In the event this MOU expires without a successor MOU in place, the parties will adhere to those terms of this MOU that do not provide for an explicit termination date upon expiration of this MOU.

B. PURPOSE

The purpose of this MOU is to promote harmonious relations between the City and its represented employees, including all members of the Association, and to establish an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours of work, and other terms and conditions of employment.

C. PARTIES

The parties hereto are as follows:

1. The City of Chowchilla, herein referred to as "City," is a general law city, duly organized and existing under the laws of the State of California.
2. The Chowchilla City Police Officers' Association, herein referred to as "Association," is a recognized employee organization which represents, in general, the sworn municipal police officers and non-

sworn employees who are stationed in the Police Department, in each of those job classifications identified in Attachment A, which is attached hereto and incorporated by reference.

D. GOVERNING LAWS

This MOU is subject to the laws of the State of California, but in particular, this MOU is subject to the provisions of Chapter 10, Division 4 of Title I of the California Government Code (Section 3500 et seq., commonly known as the "Myers-Milias-Brown Act"). The parties hereto acknowledge their relationship is also subject to certain provisions of the Municipal Code of the City of Chowchilla, including but not limited to, the provisions of Chapter 2.42 of Title II (commonly known as the "Personnel Ordinance"). The parties hereto acknowledge their relationship is also subject to the policies of the City Council of the City of Chowchilla, including but not limited to, the City of Chowchilla Personnel Rules and Regulations, as currently enacted (commonly known as the "Personnel Rules"), adopted under the provisions of Ordinance No. 374-91.

ARTICLE II – RECOGNITION

A. CHOWCHILLA CITY POLICE OFFICERS' ASSOCIATION – RECOGNITION

The City acknowledges the Chowchilla City Police Officers' Association as the sole recognized employee organization representing the sworn and non-sworn municipal employees assigned to classifications included in this MOU, and whose job category are listed in Attachment A.

B. CHOWCHILLA CITY POLICE OFFICERS' ASSOCIATION – REPRESENTATION

As used in this MOU, the terms, "employee" and "employees" refer, individually and collectively, to those persons for whom the Association has been recognized as the representative. For the purpose of identification only, such persons are described as those persons, if any assigned to the following classification(s): Police Officer Trainee; Police Officer I / Reserve; Police Officer II / Reserve; Police Sergeant; Administrative Supervisor; Animal Control Officer; Community Service Officer/Dispatcher; Code Enforcement Officer; CSO/Dispatcher Relief; CSO/Records Supervisor; and Laborer.

The position of the "Code Enforcement Officer" has been moved to the direction of the Chowchilla Police Department. This position is funded by Public Safety Measure "N". The Code Enforcement Officer will be a standalone classification subject to the job description attached as Attachment C of the MOU, the changes of which were also negotiated as part of the successor MOU.

C. ASSOCIATION AGENTS

The City recognizes and agrees to deal with accredited representatives of the Association in all matters relating to grievances and the interpretation of this MOU. Accredited representatives of the Association are the President or the President's designee plus one (1) to three (3) other members of the Association as designated in writing by the Association. Such accredited representatives agree to deal with the City Administrator or his/her designee as the agents of the City in all matters relating to the grievances of employees who are members of the Association, or in matters of interpretation of this MOU. Properly designated CPOA representatives shall have the right to represent their employees, without loss of compensation, in dealings with the City (all meetings between the Association and City officials) that involve matters within the scope of representation, when such meetings occur during the regular working hours of each such individual CPOA representative.

ARTICLE III – CHECK OFF AND ORGANIZATIONAL SECURITY

A. CHECKOFF

The Association shall have the sole and exclusive right to have membership dues, initiation and/or service fees deducted for employees in the bargaining unit by the City. The City shall remit to the Association each pay period (bi-weekly) all sums so deducted.

B. DUES DEDUCTION

1. The City shall deduct in accordance with the Association dues and service fee schedule, a copy of which will be provided to the City, dues from the wages of all employees who are members of the Association on the date of execution of this Agreement who have submitted dues authorization forms to the City.
2. The City shall deduct dues in accordance with the dues and service fee schedule established by the Association from the wages of all employees who, after the date of execution of this Agreement, become members of the Association and submit to the City a dues authorization form.
3. When a new employee is hired whose job classification is one who would be a member of the Association, the Secretary of the Association shall contact the employee to process their Dues Authorization and

membership, copies of which will be supplied to the City.

4. The City shall notify the Association if any member revokes a "Dues Authorization."

C. HOLD HARMLESS CLAUSE

The Association shall indemnify and hold the City harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provision contained herein.

ARTICLE IV – EMPLOYEE RIGHTS

A. DISCRIMINATION

1. The City shall not interfere with nor discriminate in any way against any employee by reason of his or her membership in the Association or activity required by this MOU.
2. The City agrees not to intimidate an employee nor attempt to restrain any employee nor in any way to limit the full and free expression of any employee's rights to participate in the Association's lawful activities.

ARTICLE V – MANAGEMENT RIGHTS

A. GENERAL

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including but not limited to:

1. Direct the work of its employees in the performance of their duties;
2. Hire, promote, demote, transfer, assign, and classify employees within the City;
3. Discipline employees for proper cause in accordance with applicable personnel rules and regulations;
4. Take actions as may be necessary to carry out the mission of the agency in emergencies;
5. Determine the methods, means, and personnel by which operations are to be carried on;
6. Determine its budget, organization, merits, necessity and level of any activity of service provided to the public;
7. The right to implement whatsoever personnel record keeping it desires to fulfill its needs and to fulfill minimum record keeping requirements

pursuant to relevant state and/or federal laws, including but not limited to, the Fair Labor Standards Act.

ARTICLE VI COMPENSATION

A. PERFORMANCE EVALUATIONS/ STEP INCREASES

1. The job performance of each employee will be formally evaluated by the employee's immediate supervisor or department head in accordance with the following schedule:

- (a) Probationary employee: Probationary employees who successfully complete the probationary period will be provided with a written evaluation by the end of the probationary period. New employees are subject to a twelve (12) month probationary period. Probationary employees who successfully complete the twelve (12) month probationary period will be provided with a written evaluation by the end of that period.
- (b) Step Increases: Beginning July 1, 2025, through June 30, 2028, the step ranges for all bargaining unit classifications shall be paid as per the "full-step." 5% step increases shall be implemented annually and upon receipt of a satisfactory performance evaluation.
- (c) Regular employee: Performance evaluations shall be completed one week prior to the employee's anniversary date, but no later than sixty (60) days after the anniversary. If, after the (60) days have expired, and there are no pending disciplinary issues, the employee will receive the full merit increase. The performance evaluation will begin with the supervisor completing an evaluation, (30) days prior to the employee's anniversary date. If the evaluation is not fully completed, the department head is to forward a memo to the City Administrator and the supervisor advising of the incomplete status and confirming a date within thirty (30) days in which the evaluation will be completed. The evaluation process includes the preparation of the evaluation, the approval by Administrative Services, review of the employee, and the actual processing of the Personnel Action Form ("PAF" and authorization and record of any all- personnel changes). In the event an employee fails to complete the

self-evaluation form within the required time limit, the employee's supervisor will proceed with the evaluation process as herein outlined.

B. COST-OF-LIVING ADJUSTMENT/SALARY SCHEDULE ADJUSTMENT

The following wage adjustments shall become effective on the first day of the first payroll period following ratification of this MOU by the Association and approval by City Council.

1. July 1, 2025 to June 30, 2026 (FY 2025-2026): 0% COLA
2. July 1, 2026 to June 30, 2027 (FY 2026-2027): 0% COLA
3. July 1, 2027 to June 30, 2028 (FY 2027-2028): 0% COLA

C. PROMOTIONAL PAY INCREASE

When an employee is promoted, the promoted employee will receive a minimum pay increase of a 5% above their current base salary. The employee will be placed in the first step of the new position's pay range that provides at least this 5% increase. If multiple steps would provide at least a 5% increase, the employee shall be placed in the lowest applicable step.

D. RETIREMENT BENEFITS AND 457(b) PLAN

1. During the term of this MOU, employees shall be responsible to pay the entire employee contribution rate, as required by law.
2. 457(b) Plan: The City shall provide up to a maximum 2% match to Employee 457(b) Plan contributions. 457(b) Plans are limited by IRS Rules.

E. BILINGUAL CERTIFICATE PAY

Employees are compensated in their base salary for certification and education required for entry into the position they hold. The City recognizes the importance of continuing education and certification for all employees.

1. Subject to the allocation limits set forth herein, eligible employees in the Association who demonstrate proficiency in speaking, reading, and/or writing in Spanish as part of the regularly assigned duties may receive bilingual pay as follows:
 - (a) Employees who successfully complete the City-approved bilingual proficiency examination or provide certification from an approved

testing authority shall receive a bilingual pay differential of 2.5% of their base hourly rate. This rate may be combined with other premium or incentive pay, with each premium calculated separately based on the employee's base hourly rate and then added together. Bilingual pay differential shall not be compounded with other incentive or premium pay. The examination includes both written and oral components. Employees may qualify by demonstrating proficiency in either component based on their job requirements. A maximum of eight (8) positions within the CPOA shall be designated to receive bilingual pay at any given time.

- (b) The City Administrator, with City Council approval, shall determine which languages qualify for bilingual pay based on demonstrated community needs and service requirements. Spanish is currently the only authorized language for bilingual certification pay.
- (c) To maintain eligibility for bilingual pay, employees must re-certify their language proficiency every five (5) years or as otherwise directed by the City Administrator.

F. OVERTIME COMPENSATION

(See Rule V, Section 4, Page 19, Personnel Rules)

It shall be the duty of all department heads to operate their departments with a minimum of overtime. However, in cases of emergency or when otherwise necessary, an employee of the City may be required to work overtime. Overtime work is that work performed by an employee during periods of time other than normally scheduled for his or her specific employment. Pursuant to the provisions of Personnel Rule V, Section 4, as incorporated herein by reference, work in excess of 40 hours per week, except as otherwise specified in this MOU, shall be considered overtime. All employees entitled to overtime shall be entitled to receive either regular hourly or hourly equivalent pay or equivalent time off (Compensatory Time Off), at a rate of one and one-half times pay or one and one-half times off for each hour of overtime worked. The City Administrator and/or their designee shall have the sole discretion to determine whether an employee receives monetary compensation or Compensatory Time Off ("CTO") for overtime worked during special events, training attendance, special enforcement activities, or other assignments outside the employee's regular duties and responsibilities. Department heads may provide recommendations regarding the appropriate form of compensation based on operational needs and budgetary considerations. Overtime shall be distributed as equally as is practical within a given classification from among those employees who are qualified and available.

All overtime work, to be eligible for overtime pay or equivalent time off, must be approved by an appropriate supervisor. Leave of absence without pay shall not be counted as hours worked for the purpose of determining overtime payment. All other hours (Holiday, Sick Leave, Vacation and Paid Leave) shall count toward the calculation of hours worked for overtime purposes.

Unused Accrued CTO shall be paid out to the employee at the end of the fiscal year unless the Department Head has approved use of such time within sixty (60) days of the end of the fiscal year. In such instances, the employee shall be required to take the time off.

No employee shall accumulate more than forty (40) hours of CTO. Special assignment positions may be allowed to accrue up to eighty (80) hours of CTO. Such positions include SWAT officers and School Resource Officers. Employees assigned to a K-9 position may accumulate up to one hundred (100) hours of CTO. Employees in specialty assignments who are permitted to accrue CTO in excess of the standard forty (40) hour cap shall, upon reassignment from such specialty position, be required to reduce their CTO balance to or below the forty (40) hour cap within twelve (12) months of the date of reassignment. Reduction in excess CTO hours may be accomplished through: (a) Scheduled use of CTO hours with supervisor approval in accordance with departmental procedures; or (b) Cash payment for excess CTO hours at the employee's base rate of pay at the time of the cash-out. If the employee fails to reduce their CTO balance to or below forty (40) hours within the twelve (12) month period, any remaining excess hours shall automatically be paid out to the employee at their current base rate of pay. The City Administrator, under exceptional circumstances, may authorize a one-time extension not to exceed ninety (90) calendar days for compliance with this requirement upon written request from the Department Head.

During times of budget restraint, the City Administrator may authorize the accumulation of more than the forty (40) hour limit, but not more than the FLSA limits of compensatory time off.

G. PAY PERIODS

Employees of the City of Chowchilla are paid on a biweekly basis (i.e., every two weeks) on Friday for all hours worked in the two-week period that ends at 11:59 p.m. on the Saturday preceding the Friday on which paychecks are issued. If a City designated holiday falls on a Friday, employees will be paid on the proceeding Thursday.

H. WORK WEEK ESTABLISHED

The work period will be fourteen (14) consecutive days. The work period will

consist of eighty (80) regularly scheduled hours. Currently, the work period consists of alternating work weeks of three (3) twelve-hour days (36 hours) and three (3) twelve-hour days plus one (1) eight-hour day (44 hours). The current work period results in a schedule of three (3) days on and four (4) days off in one (1) seven-day work period, and four (4) days on and three (3) days off in the other seven-day work period. The Chief of Police may alter the work period and resulting schedule to meet budgetary or staffing needs by decreasing the work day from twelve (12) to eight (8) hours with respect to any work week, and increasing the work week from three (3) to five (5) days as necessary to achieve the required 80 regularly scheduled hours with respect to all employees or any employee. Before altering the work period, the Chief of Police shall provide written notice to the Association of the intent to do so and the work schedule that will result with respect to any affected employee or employees and shall provide to the Association the opportunity to meet and confer concerning any such alteration.

The Fair Labor Standards Act governs overtime compensation that is not directly addressed in this MOU.

I. SHIFT DIFFERENTIAL

Employees shall receive a shift differential of three percent (3%) of their base hourly rate for all hours worked between 1800 hours (6:00 p.m.) and 0600 hours (6:00 a.m.).

This differential shall be paid regardless of the employee's regularly assigned shift. The differential applies solely to actual hours worked within the designated time period and not to the entirety of a shift that may partially overlap with these hours.

Shift differential shall be calculated by multiplying the employee's base hourly rate by 3% to determine the additional amount to be paid per eligible hour. This additional amount shall be paid in addition to the employee's base hourly rate. The differential may be combined with other premium or incentive pay, with each premium calculated separately based on the employee's base hourly rate and then added together. The differential shall not be compounded with any other premium or incentive pay.

J. WATCH COMMANDER AND FIELD TRAINING OFFICER/COMMUNICATIONS TRAINING OFFICERS ASSIGNMENTS

The management of the City reserves the right to designate which officers below the rank of Sergeant serve as Watch Commander. It also reserves the right to determine which sworn and non-sworn officers serve as Field Training and Communications Training Officers as well as the other positions listed in this section. In the event there is not a sergeant available to supervise a shift, the employee selected to act as the "Watch Commander" for that particular shift will be compensated as follows:

- (a) 1 to 4 hours - 1/2-hour Watch Commander Pay
- (b) Over 4 hours - 1-hour Watch Commander Pay
- 1. Field Training Officers/Communications Training Officers will not be considered a "Specialty Assignment". While performing duties as a Field Training Officer/Communications Training Officer, the compensation will be the same as the above "Watch Commander"
 - (a) 1 to 4 hours - 1/2-hour FTO/CTO Pay
 - (b) Over 4 hours - 1-hour FTO/CTO Pay

K. ACTING CHIEF ASSIGNMENT

In the absence of the Chief or Commander, a Lieutenant shall be designated Acting Chief if needed. Should a lieutenant not be available to serve as Acting Chief, then a Sergeant shall be designated Acting Chief. The management of the City reserves the right to designate which Lieutenant/Sergeant will serve as Acting Chief of Police. Such appointments shall be made only by formal written action of either the Chief of Police or the City Administrator, or both, and shall not necessarily proceed based solely on seniority or any other single criteria.

1. Sergeants are to receive one (1) hour of "Acting Chief Pay" for each day they are assigned the duties of Acting Chief of Police, with a written policy adopted outlining specifics as approved by the Chief of Police and City Administrator.

L. SPECIALTY ASSIGNMENTS

Probationary employees shall not be eligible for assignment to any specialty positions. However, if no regular full-time officers apply for a specialty position, the Chief of Police may allow any full-time sworn officer, including probationary officers, to apply. If only one regular full-time officer applies, the Chief of Police may re-open the application period. Assignment to specialty positions shall be at the sole discretion of the Chief of Police through formal written action via the City's Personnel Action Form.

1. A total of twelve (12) sworn/non-sworn officers may be assigned to the following positions, with no more than four (4) sworn officers assigned at any given time, to any one of the positions below. Sworn personnel assigned to the following specialty assignments shall receive additional compensation in the amount of two and one-half percent (2.5%) of base salary for each full month, or portion thereof, that the officer serves in such

assignment:

- (a) Detective-Narcotic Enforcement Task Force
- (b) Detective- Gang
- (c) Campus Resource Officer
- (d) K-9 Officer (In addition, the K-9 Officer will be compensated at the level of an additional eight (8) hours of straight time per pay period for care and maintenance of their canine partner.)
- (e) SWAT Team Member
- (f) Drone Operator

The specialty assignment pay shall commence on the first day of the assignment and shall terminate on the last day of the assignment.

Specialty assignment pay shall not be combined ("stacked"). Officers assigned to more than one specialty position shall receive only one specialty assignment pay of two and one-half percent (2.5%) of base salary. This rate may be combined with other premium or incentive pay, with each premium calculated separately based on the employee's base hourly rate and then added together. Specialty assignment pay differential shall not be compounded with other incentive or premium pay.

2. If approved by the Chief of Police, an Officer/Community Service Officer may be simultaneously assigned to multiple specialty assignments.

M. TERM OF SPECIAL ASSIGNMENTS

The terms of special assignments, the simultaneous holding of more than one specialty assignment and resulting compensation shall be as follows:

1. With respect to all assignments to Watch Commander, Field Training Officer, or other specialty assignment positions referred to in the aforementioned provisions of the MOU, the initial assignment shall be for a period of three (3) years and may be extended upon request of the assigned officer and approval of the Chief of Police. Assignment to any such position, other than as provided in Article VI, Section M.2, below, beyond the initial term and extension will require a new application, and testing if appropriate, by the assigned officer.

With the approval of the Chief of Police, an officer may be simultaneously assigned as a Field Training Officer and as either a K-9 Officer or member of a special task force relating to narcotic or gang enforcement or suppression. Such simultaneously assigned officers

shall not receive any additional compensation for the simultaneous specialty assignment and will receive only two and one-half percent (2.5%) of base salary, for a single specialty assignment.

2. With respect to K-9 Officers, the length of the assignment shall be a period of five (5) years or up to the working life of the K-9 the officer is assigned to handle. The assignment to position of K-9 Officer can be extended by the Chief of Police if there are extenuating circumstances that prematurely end the working life of the K-9 such as on-duty death or unforeseen medical condition that renders the K-9 unfit for duty. At the successful conclusion of the first five (5) years of the assignment, the assignment to the position of K-9 Officer may be extended on request of the assigned officer through the completion of the working life of the assigned K-9 partner with the approval of the Chief of Police.

N. FIELD DUTY ASSIGNMENTS: AMMUNITION/RANGE ACCESS

Each calendar month each sworn officer and CSO assigned to field duties are to receive fifty (50) rounds of practice ammunition.

O. SPECIAL EVENT SECURITY SIGN-UPS

Officers signing up for special events are regulated by current Department Policies.

P. LONGEVITY PAY

Regular employees shall be eligible for longevity pay according to the following schedule:

1. After completing five (5) continuous years of City service, employees shall receive an additional 2.5% of base salary.
2. After completing ten (10) continuous years of City service, employees shall receive an additional 2.5% of base salary, for a total longevity pay of 5.0%.
3. After completing fifteen (15) continuous years of City service, employees shall receive an additional 2.5% of base salary, for a total longevity pay of 7.5%.
4. After completing twenty (20) continuous years of City service, employees shall receive an additional 2.5% of base salary, for a total longevity pay of 10.0%.
5. For each additional five (5) years of continuous City service beyond

twenty (20) years, employees shall receive an additional 2.5% of base salary (e.g., 12.5% at twenty-five years, 15.0% at thirty years, etc.).

Q. STANDBY PAY AND CALLBACKPAY

Standby: When employees in the Association are ordered by the Chief of Police or his designee to stand by for duty, outside of normal working hours, and are thereby restricted as to their movements while off-duty, they shall be compensated in the manner shown below. This provision shall include, but is not limited to, orders to stand-by for court or administrative proceedings.

- (a) 1 – 2 hours = ½- hour additional standby/callback pay
- (b) 3 – 4 hours = 1- hour additional standby/callback pay
- (c) 5 – 6 hours = 1.5 hours additional standby/callback pay
- (d) 7 – 8 hours = 2 hours additional standby/callback pay
- (e) 9 – 10 hours = 2.5 hours additional standby/callback pay
- (f) 11 – 12 hours = 3 hours of additional standby/callback pay

Call Back: An employee required to report back to work, court, or for an administrative reason outside of their regular schedule will receive compensation for a minimum of three (3) hours subject to the exception set forth below. Employees who desire to or agree to leave before the end of their regular shift are not covered by the provision. The City will not change an employee's regular schedule to avoid this minimum payment. The Chief of Police or his designee reserves the right to have employees perform other tasks as assigned during the period of time the employee is subject to stand-by pay. Exception: employees required to report back to work within one hour of their regularly scheduled shift, or called in to work within one-hour of their regularly scheduled shift shall receive overtime compensation for that time period. If the employee is called back to work at any time other than within the one hour immediately prior to or immediately after their regularly scheduled shift, employee will receive compensation for the minimum of three (3) hours as set forth above.

R. EDUCATION INCENTIVE PAY

In order to encourage eligible employees to become better equipped to perform their duties and to provide employees with an opportunity for advancement with the City, members of the Police Department shall be compensated as they complete various segments of higher education as described below. These incentives are eligible at the time of employment so long as the employee submits the incentive requirements.

As part of the MOU, Personnel Rule XIV Section 1 regarding Employee Initiated

Training is hereby incorporated by reference.

1. Employees shall receive an education incentive in the amount of 3.0% of their base salary when one of the following conditions exists:
 - (a) Possession of an Associate of Arts or Associate of Sciences degree with a minimum of 15 units in law enforcement.
 - (b) Possession of a minimum of 30 units in law enforcement, not including any units attributed to the POST Academy Certificate.
 - (c) Possession of a POST Intermediate Certificate.
2. Employees shall receive an education incentive in the amount of 6.0% of their base salary when one of the following conditions exists:
 - (a) Possession of a Bachelor of Arts or Bachelor of Sciences degree with a minimum of 15 units of law enforcement.
 - (b) Possession of a POST Advanced Certificate.
3. Employees shall receive an education incentive in the amount of 9.0% of their base salary when the following condition exists:
 - (a) Possession of a Master's Degree to Doctorate Degree in a related field such as police science or criminology or in another field if benefit to the Department can be demonstrated. The Chief of Police will recommend to the City Administrator for approval when such benefit is shown.
4. All degrees must have been obtained from a school which is fully accredited through a validated regional accrediting agency, as designated by the US Department of Education or the Council for Higher Education Accreditation (CHEA). If an employee is on a previously established training schedule, it is recommended that they confer with the Chief of Police to ensure funds are budgeted appropriately.
5. Employees must complete a minimum of one year of full-time probationary/permanent service to qualify to receive educational incentive pay. Substantiation information and documentation must be submitted to the Personnel Office by the Chief of Police thirty (30) days in advance of the anticipated qualification.

6. Education incentive pay shall not be combined or “stacked.” Employees qualifying for multiple education incentives shall receive only the highest single incentive for which they qualify. Education incentive pay shall be calculated based on the employee's base salary and may be added to, but not compounded with, any other incentive or premium pay.

The City of Chowchilla Personnel Rules covering tuition reimbursement is considered a part of this MOU.

ARTICLE VII – MISCELLANEOUS

A. UNIFORMS

The City agrees to pay the following uniform allowances. The Association recognizes the City's right to require those sworn police officers when present for duty, be dressed in uniforms which are clean in an acceptable level of repair. The following uniform allowances shall be paid by the City:

1. Sworn Police Officers and any Community Service Officer assigned to field work (i.e., Animal Control Officer, Code Enforcement, Evidence Technician and any other CSO doing field work as designated by the Chief of Police) shall be paid at a rate of one thousand dollars and zero cents (\$1,000.00) per year.
2. Dispatcher's uniform allowance shall be paid at a rate of nine hundred twenty-five dollars and zero cents (\$925.00) per year.

The City of Chowchilla shall pay the uniform allowance biannually, on a separate check, in the first pay periods in January and July. When paid, this stipend shall be considered a part of compensation for the purpose of calculating the retirement benefits for CALPERS “Classic” members where permitted by CalPERS Regulations.

New hires and probationary employees shall be provided with two long sleeve shirts, two short sleeve shirts, two uniform pants, and a jacket at the time of hire. The cost of the provided clothing will be deducted from the employee's uniform allowance at the time he/she completes probation. Once the probationary period has been completed, the employee is eligible for the full uniform allowance following the deduction as set forth in the sentence immediately preceding.

B. STAFFING

The City shall continue to work toward a goal of having fourteen (14) sworn

members of the Association assigned to patrol and to achieve minimum staffing levels of sworn personnel within the Department between the hours of 6:00 a.m. and 2:00 a.m. of three (3) sworn personnel, one of which should be a supervisor or sergeant, if available. While working towards this goal, the Department will maintain a minimum staffing level of two (2) sworn officers assigned to patrol between the hours of 2:00 a.m. and 6:00 a.m. Between the hours of 6:00 a.m. and 2:00 a.m. the Department will maintain a minimum staffing level of two (2) sworn officers but shall make reasonable effort to ensure three (3) sworn officers as allowed based on staffing levels.

C. VACATIONS

1. Among sworn personnel, proceeding by seniority as determined by the length of service with the Chowchilla Police Department, employees will be permitted to select vacation periods beginning as close as practical to January 1 of each year. Each employee will be allowed two working days in which to select vacation dates. No more than 80 hours (2 weeks) of continuous vacation leave can be selected by each employee. Employees scheduling less than eighty (80) hours (2 weeks) of continuous vacation during their initial selection of vacation may schedule only one (1) period of vacation, during the first round of selection of vacation time. This 80-hour (2 week) vacation allotment shall be subject to the discretion of the Chief of Police and may be necessarily limited for reasons including, but not limited to, staffing shortages and/or emergencies. Each employee wishing to schedule additional vacation selections must wait until all employees having less seniority have had an opportunity for their initial selection. Once all employees have had an opportunity for their initial selection, the Vacation Selection Roster will be recirculated proceeding by seniority, or additional vacation selections. Only one sworn employee, in each job classification can be on vacation during a specified period of time unless approval has been given in advance by the Chief of Police. Notwithstanding the provisions of this section, a member of the CPOA may request, and the Chief of Police may, in his sole discretion, grant an initial vacation request that exceeds the 80-hour (2 consecutive weeks) indicated above.
2. Among non-sworn personnel, vacation sign up shall be according to a procedure identical to that described in paragraph 1 above, except that it is understood that a separate list shall be maintained for non-sworn personnel and only one non-sworn employee shall be on vacation during any one specified period of time unless vacation

approval is given in advance by the Chief of Police.

3. Emergency vacation leave of less than five (5) working days may be granted if the employee gives as much prior notice as is reasonably possible. Emergency vacation leave is intended to provide the employee with the opportunity to attend relative or close family friends service. This will be reviewed and approved by the Chief of Police or Designee prior to approval.
4. Employees covered by this MOU shall earn vacation credits at the following rate:

0-3 years of service	=	96 hours
After completion of 3 years of service	=	120 hours
After completion of 8 years of service	=	144 hours
After completion of 15 years of service	=	168 hours
After completion of 20 years of service	=	200 hours
After completion of 25 years of service	=	240 hours

Maximum accrual is two (2) years of earned vacation credits. Any vacation accrued beyond the maximum allowable shall be forfeited unless otherwise approved in advance by the City Administrator. Increases in accrual rates shall become effective at the beginning of the pay period following the completion of the qualifying years of service.

D. SENIORITY

The City grants the use of seniority in the following cases:

1. Days off preference - when such days are available.
2. Layoffs or reduction in force, with consideration of merit based on current evaluation and documentation of current performance.

E. SPECIAL EQUIPMENT

The City agrees to provide all necessary safety equipment, at no cost to the

sworn officer, or non-sworn officer as applicable (i.e., CSO/Animal Control), as described under California State Laws including, but not limited to, the following:

1. Side Arms
2. All necessary leather/nylon equipment
3. Ballistic Vests/Outer Vest Carrier
4. All necessary foul weather equipment.
5. The necessary and appropriate batons/expandable batons.
6. The necessary and appropriate helmets.

The City reserves the right to determine the necessary and appropriate types of equipment. It is also understood that when equipment is purchased for use it will become required for use, and failure to properly wear or use such equipment may result in disciplinary action up to and including dismissal, unless an individual officer formally requests to the Chief of Police, and such request is approved, excluding the requirements to use an item.

The City agrees to replace such special equipment as needed; but in the case of ballistic vests, no vest will be used more than five (5) years from the date such vest is first placed in service.

F. HEALTH INSURANCE BENEFITS

Any employee who by written notice to the City declines the health care benefits provided by the City and provides written proof of the election to receive health care benefits from an alternate source (spouse's employer, military, etc.), shall receive a monthly "in lieu" payment of \$225.00. The "in-lieu" amounts available to employees cannot exceed the lowest cost premium amount for medical, dental, and vision respectively. The Insurance Committee referred to in this section shall meet to determine if any adjustments are required to comply with this requirement.

The City and the Association agree to utilize an Insurance Committee for review of benefit plans and formulation of recommendations regarding response to changes in those programs. Insurance Committee shall include one member designated by the Association to represent the interests of its members. The Committee process will fulfill all meet-and-confer obligations herein.

G. HOLIDAYS

The holidays to be observed in this City are as follows:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day and the Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
2 Personal Holidays	As elected, per MOU

Holidays which fall on Saturday shall be observed on the preceding Friday, and holidays which fall on Sunday shall be observed on the following Monday.

In the event the City is required, by law, to recognize Cesar Chavez Day as a paid holiday, the number of Personal Holidays allowed shall revert to one (1). Personal Holidays will be scheduled according to the employee's preference, subject to the approval of his or her supervisor or the appropriate department head. Personal holidays not used in any fiscal year are forfeited and may not be accrued.

H. HOLIDAY IN LIEU PAY

1. Annual Compensation

Employees covered by this MOU shall receive holiday in lieu pay for the eleven (11) designated City holidays, excluding personal holidays. For employees assigned to 12-hour shifts, holiday in lieu pay shall be calculated at the rate of twelve (12) hours per designated holiday, for a total of one hundred thirty-two (132) hours of compensation annually.

2. Payment Schedule

- a. By June 15th of each year, employees shall provide the department written notice of their payment preference for the following fiscal year, selecting from one of the following options:
 - i. Full payment of one hundred thirty-two (132) hours on November 30th;
 - ii. Full payment of one hundred thirty-two (132) hours on June 30th; or
 - iii. Split payment, with sixty-six (66) hours paid on November 30th and sixty-six (66) hours paid on June 30th.
- b. If an employee fails to submit their payment preference by June 15th, the default option shall be split payment as described above.
- c. Once payment preference has been selected, it may not be

changed except in cases of unforeseen personal circumstances, which must be approved by the Chief of Police.

3. Annual Limitation

Holiday in lieu pay shall be paid annually and is not accrued beyond the fiscal year in which it is earned. Holiday in lieu pay shall have no cash value beyond the scheduled payment dates within the fiscal year.

4. Proration for Partial Year Service

- a. If an employee terminates employment with the City prior to June 30, any pro-rata holiday in lieu pay already received in excess of the earned amount (calculated at 11 hours per month of service) will be deducted from the employee's final paycheck.
- b. If an employee terminates employment prior to June 30 and has earned holiday in lieu pay that has not yet been paid (calculated at 11 hours per month of service), the earned amount will be included in the employee's final paycheck.
- c. Employees hired during the fiscal year shall receive holiday in lieu pay prorated based on their date of hire (11 hours per month of service for the remainder of the fiscal year).

5. Working on Holidays

Employees who work on an actual holiday or observed holiday (in the case of holidays falling on weekends) shall be compensated in accordance with the overtime provisions of this MOU, in addition to receiving their regular holiday in lieu pay. For purposes of overtime calculation, the entire 12-hour shift shall be considered holiday time when the majority of the shift falls on the designated or observed holiday.

6. Shift Schedule Changes

Employees who transfer between different shift schedules (e.g., from 12-hour to 8-hour shifts or vice versa) during the fiscal year shall have their holiday in lieu compensation prorated according to their respective shift length during the relevant portion of the fiscal year.

I. CASH ACCRUAL OF CERTAIN PAID LEAVES OF ABSENCE

Vacation leave, sick leave, and holiday-in-lieu leave benefits as provided under the terms of this MOU shall be accrued by employees at the rate of pay commensurate with the base salary each employee is receiving at the time said leave is accrued. When receiving payment for the above-mentioned accrued leaves of absence, employees shall receive pay up to the accrued dollar value of the employee's accrued leaves of absence at the time of separation or the request. Holiday-in-lieu is to be paid annually and is not accrued beyond the fiscal year in which it is earned.

J. REST PERIODS

Employees shall be allowed rest periods, coffee breaks, once before the lunch period and once after the lunch period without loss of pay. Rest periods shall be reasonably scheduled in accordance with the requirements of the department. Rest periods will normally be provided at the rate of fifteen minutes for each four (4) hours worked. Since rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefit when a rest period is not received.

K. CLEAN-UP TIME

Employees whose duties require that they get dirty shall be allowed a reasonable amount of time for personal clean-up prior to the lunch period and prior to the end of the shift, if necessary.

L. SICK LEAVE

(See Rule XJI, Section 4, Page 32, Personnel Rules)

1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service. Sick leave may be used for the following purposes:

- a. Personal illness, injury, or medical condition that prevents the employee from performing their job duties;
- b. Medical, dental, or vision appointments for the employee that cannot reasonably be scheduled outside of working hours; and
- c. Providing care for an immediate family member who is ill or injured.

For purposes of this provision, "immediate family member" shall include spouse, registered domestic partner, child (including biological, adopted, foster, step, or legal ward), parent (including biological, adoptive, step, foster, or legal guardian), sibling, grandparent, grandchild, or parent-in-law.

- d. Other purposes as required by state or federal law, including the California Family Rights Act, California Paid Sick Leave Law, or other applicable legislation.

2. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or the

Personnel Officer prior to, or within four (4) hours after the time set for beginning his or her daily duties, or as may be specified by the department head. In those situations which have rendered the employee incapable of reporting absence as specified above, the employee shall report at the earliest possible time. When absence is for more than five (5) working days, the employee shall be required to file a physician's certificate of personal affidavit with the department head stating the cause of his or her absence, without revealing confidential medical information.

3. For purposes of computing sick leave, a work day shall be considered one-fifth of the number of working days or duty hours in the established work week for each employee. The amount of sick leave utilized by the employee shall be based on the actual number of hours off work, even if less than a full work day.
4. Sick leave shall be earned at the rate of 3.7 hours per pay period and is also earned while on sick leave. No payment shall be made for accumulated sick leave at the time of termination of employment.
5. An employee receiving temporary disability payment under the Workers' Compensation laws may use accumulated sick leave in order to continue to maintain his or her regular income. However, all employees receiving other salaries in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code are entitled to accumulate sick leave during such periods of disability.
6. When accumulated sick leave is exhausted, the employee's pay shall terminate until the employee returns to work. However, an employee with vacation credits may, upon written request to the Personnel Officer, use all or any part of his or her vacation credits as sick leave with pay only when his or her sick leave is exhausted. The Personnel Officer may grant a leave of absence without pay for the duration of the illness.
7. Time used for sick leave is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any employee benefit dependent upon the employee's length of continuous service.
8. Eligible employees may convert unused sick leave to service credit for purposes of calculating retirement benefits as prescribed under the California Public Employees' Retirement Law and consistent

with the City's contract with the California Public Employees' Retirement System (CalPERS).

For employees hired on or before December 31, 2012 ("Classic Members" under CalPERS regulations):

- a. Upon retirement, unused sick leave hours may be converted to service credit at the rate established by CalPERS; and
- b. This conversion shall apply to all accumulated, unused sick leave hours available at the time of retirement, including hours exceeding the 2,000-hour cap referenced in Government Code Section 20965.

For employees hired on or after January 1, 2013 ("New Members" under PEPRA):

- a. Upon retirement, unused sick leave hours may be converted to service credit in accordance with CalPERS regulations and other applicable PEPRA provisions; and
- b. Such conversion shall not be used to enhance pension benefits beyond the limitations established under PEPRA, including pensionable compensation caps.

The conversion of unused sick leave to service credit shall not result in a cash payment to the employee, nor shall it be considered compensation for purposes of calculating final compensation.

Employees who separate from City service for reasons other than retirement shall not be eligible for the conversion of unused sick leave to service credit.

The City shall report all eligible unused sick leave to CalPERS upon an employee's retirement in accordance with CalPERS regulations and procedures in effect at the time of retirement.

9. Time used for sick leave is included in determining the length of an employee's continuous service with the City and the employee's entitlement, if any, to any employee benefit which is dependent upon the employee's length of continuous service.

M. WAIVER

Waiver by any party hereto, including any member of the Association, of any term, condition or covenant of this MOU shall not constitute the waiver of any other term, condition or covenant hereof.

N. INCORPORATION OF PERSONNEL RULES

The City Administrator and City Council agree to follow present personnel rules as written. It is understood that the MOU shall supersede the personnel rules when they are in conflict. The interpretation and application of the provisions of this MOU are grievable matters in accordance with City of Chowchilla Personnel Policies and Procedures.

O. GOVERNING LAW

This MOU shall be interpreted and construed according to the laws of the State of California. Both parties recognize the Public Employees Relations Board ("PERB") as the governing authority in the event of litigation between the parties regarding interpretation of this MOU.

Should litigation be pursued by either party beyond the PERB authority, venue in state trial court shall lie exclusively in the County of Madera. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California in Fresno, California.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. PURPOSE

1. To promote improved employer-employee relations by establishing grievance procedures on all matters whether or not appeal or hearing is provided by other regulations.
2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.
3. To provide that grievances shall be conducted as informally as possible to the point of origin.

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURES

An employee, a group of employees, or the Association shall have

the right to a conference under this rule, on any matter involving the interpretation, application, or enforcement of the express terms of the MOU, departmental and/or City rules and regulations.

C. INFORMAL GRIEVANCE PROCEDURE

Any employee who has a problem or complaint should first try to get it settled through discussion with his or her immediate superior without undue delay. It is strongly recommended, but not required, that grievances be documented in writing along with any responses at the informal level. Informal discussions shall be initiated within twenty-one (21) calendar days from the date of the incident. If after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with their department head. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

D. FORMAL GRIEVANCE PROCEDURE

1. Department Review: The department head will discuss the grievance with the employee's representative, if any. The department head shall render a decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no decision is rendered within fifteen (15) calendar days, the employee may present the grievance in writing to the City Administrator. Failure of the employee to take further action within fifteen (15) calendar days after receipt of the written decision of the department head will constitute a dropping of the grievance.
2. City Administrator Review: The City Administrator receiving the grievance or a designated representative shall discuss the grievance with the employee and the employee's representative within thirty (30) calendar days upon receiving the grievance. If the City Administrator fails to render a decision to the satisfaction of the aggrieved party within thirty (30) calendar days, a fact-finding committee may be appointed. The committee shall be comprised of a designated representative of the City, a representative appointed by the aggrieved party, and a third member appointed by mutual agreement of the other two. The fact-finding committee shall render a recommendation on the grievance to the aggrieved party and the City Administrator within twenty (20)

calendar days after reviewing the grievance. The City Administrator shall take the fact-finding committee recommendation under consideration in making a final determination. .

E. CONDUCT OF THE GRIEVANCE PROCEDURE

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and reviewer concerned.
2. The employee may request the assistance of another person of his/her choosing in the preparing and presenting of an appeal at any level of review.
3. The employee and the representative will be allotted up to three (3) hours of on duty time to confer about and present and appeal.
4. Employees shall be assured freedom from reprisal for using the grievance procedure.

F. NO PREJUDICE TO PERSONNEL APPEAL

Any action taken by employee pursuant to this rule shall in no way jeopardize the right of employee to authorized hearing before the Personnel Board, if such hearing and review is otherwise authorized.

ARTICLE X - ENTIRE AGREEMENT

Except as is expressly set forth herein, this MOU contains the entire understanding between the City and the Association. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force or effect.

During the life of this MOU should either party desire to modify its terms or to meet and confer as to matters within the scope of representation, such party shall request in writing to meet and confer on the *item* at issue. This shall not create a right to renegotiate this Agreement.

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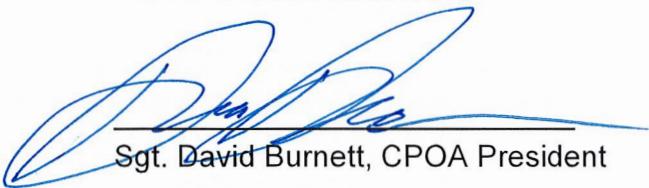
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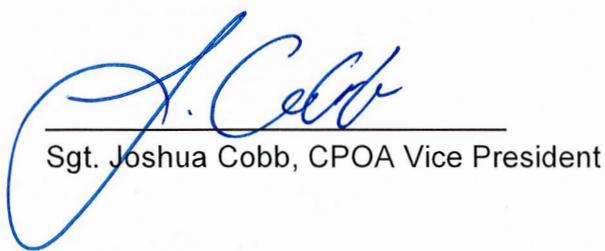
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IN WITNESSETH HEREOF, the parties execute this Agreement on the 5th day of
May 2025.

FOR THE ASSOCIATION:



Sgt. David Burnett, CPOA President



Sgt. Joshua Cobb, CPOA Vice President

FOR THE CITY OF CHOWCHILLA:

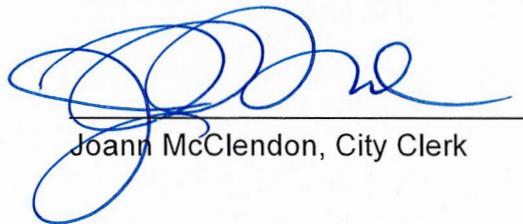


Rod Pruett, City Administrator



Kelly Smith, Mayor

ATTEST:



Joann McClendon, City Clerk

ATTACHMENT "A"
Chowchilla Police Officer Association Classifications

Administrative Supervisor
Animal Control Officer
Community Service Officer/Dispatcher
Code Enforcement Officer
CSO/Dispatcher Relief
CSO/Records Supervisor
Laborer
Police Officer I / Reserve
Police Officer II / Reserve
Police Officer Trainee
Police Sergeant

ATTACHMENT "B"
Salary Scale

Agreed Upon Salary Scale to take effect July 1, 2025 – June 30, 2028

Sworn Staff

CLASSIFICATION	Grade	A	A1/2	B	B1/2	C	C1/2	D	D1/2	E	E1/2	F
Police Officer Trainee	P27	\$23.96	-	-	-	-	-	-	-	-	-	-
Police Officer I/ Reserve	P38	\$30.00	-	-	-	-	-	-	-	-	-	-
Police Officer II/ Reserve	P40	\$35.05	35.92	36.81	37.73	38.67	39.63	40.62	41.63	42.67	43.73	44.82
Police Sergeant	P48	\$44.82	45.94	47.08	48.25	49.45	50.68	51.94	53.23	54.56	55.92	57.31

Non-Sworn Staff

CLASSIFICATION	Grade	A	A1/2	B	B1/2	C	C1/2	D	D1/2	E	E1/2	F
CSO / Dispatcher	P28	28.00	28.70	29.41	30.14	30.89	31.66	32.45	33.26	34.09	34.94	35.81
CSO / Dispatcher Relief	P15	28.00	28.70	29.41	30.14	30.89	31.66	32.45	33.26	34.09	34.94	35.81
Code Enforcement Ofc	36	28.00	28.70	29.41	30.14	30.89	31.66	32.45	33.26	34.09	34.94	35.81
CSO/Records Supervisor	P33	30.71	31.50	32.31	33.14	33.99	34.87	35.77	36.69	37.64	38.61	39.61
Administrative Supervisor	P40	34.12	35.00	35.90	36.83	37.78	38.75	39.75	40.77	41.82	42.90	44.00
Animal Control Officer	P26	23.79	24.38	24.98	25.60	26.24	26.89	27.56	28.24	28.94	29.66	30.40

CLASSIFICATION	Grade	A	A1/2	B	B1/2	C	C1/2	D	D1/2	E	E1/2	F
Laborer	P5	17.03	17.46	17.90	18.35	18.81	19.28	19.76	20.25	20.76	21.28	21.81

ATTACHMENT "C"
Code Enforcement Officer Job Description

**CITY OF CHOWCHILLA
Job Description**

Dept: Public Safety	Date: April 17, 2025
Title: Code Enforcement Officer	Supersedes: N/A
Job #: 400	Total Pages: 4
SALARY RANGE: 36	ASSOCIATION: CCPOA

A. PURPOSE:

Under general direction, to receive and document complaints regarding health, safety, parking, building and/or municipal code violations; investigate complaints, determine validity of complaints, and take appropriate action; assist in the preparation of court cases in municipal code violations which cannot be handled through administrative means; perform dispatch duties including receiving and prioritizing calls for service; provide non-emergency police services; and perform related duties as required.

B. DISTINGUISHING CHARACTERISTICS:

The Code Enforcement Officer is the journey level class responsible for performing the full scope of assigned duties. Incumbents are skilled in making inspections and enforcing codes and regulations in a broad range of buildings and related codes and performing dispatch and community service functions. The work requires independence and discretion in working with the public, conducting field inspections, and handling dispatch communications.

C. ESSENTIAL FUNCTIONS:

1. Receives and documents complaints from citizens regarding safety, health, building, business license and other city ordinance violations.

2. Maintain the ability to perform all dispatch duties and assist when such situations occur where dispatching is needed.
3. Receives and prioritizes emergency and non-emergency calls; dispatches appropriate personnel and equipment.
4. Monitors radio traffic and maintains communications with field units.
5. Performs data entry and retrieval functions using specialized law enforcement computer systems.
6. Conducts field investigations to determine if violations have occurred.
7. Determines responsible party; writes letters, sends courtesy notices, or talks to the individuals who have violated the laws or ordinances.
8. Assists violators with understanding the laws and codes, and explains what must be done to remedy a violation.
9. Checks to see that violations have been corrected.
10. If violations are not corrected and violators are uncooperative, issues citation or turns matter over to the appropriate law enforcement agency.
11. Assists with preparation of court cases.
12. Serves as expert witness and provides testimony in court.
13. Assists management with the writing of new ordinances.
14. Develops, maintains, and files records and evidence relative to complaints, courtesy notices, citations, etc.
15. Researches records to determine if property owner coordinates with other City departments and outside agencies in the resolution of complaints.
16. Assists other departments with the handling of hazardous material complaints.

17. Assists with the development and implementation of programs to support compliance and enforcement.
18. Maintains a database file on complaints and a time schedule for their resolution.
19. Presents information to citizen groups, businesses, and homeowners on crime prevention programs.
20. Conducts home and business security checks to identify security problems.
21. Recommends security devices and other protective measures.
22. May direct and control crowds and traffic at accident scenes or special events.
23. Handles animal regulation duties when needed.
24. Participates in Graffiti Abatement Program.

D. ESSENTIAL RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. General and Specialized Job Knowledge and Abilities:

- a) **General Knowledge of:** English, general math.
- b) **Specialized Knowledge of:** Safety, hazardous materials methods of collecting, safeguarding of evidence, and laws pertaining to building codes and regulations; criminal and court proceedings; search and seizure; penal, civil, and municipal codes; zoning ordinances; computer applications and manipulation of data bases; radio protocols and dispatch procedures; emergency response protocols; and record-keeping systems.

- c) **Ability to:** Read, understand and interpret laws, City ordinances, rules and regulations; explain laws, ordinances, rules and regulations to property owners and the general public; work out methods to abate violations; counsel property owners on ways to come into compliance; give out tickets and violation notices; make effective written and oral presentations; collect and maintain evidence in a proper manner; draft new ordinances; make recommendations on changes to ordinances; work with the public in contentious situations without making the public angry; develop and maintain files on permits, violations, and such; write letters and reports; coordinate with many City departments and other governmental agencies; operate radio communication equipment; multi-task in high-pressure situations; type at least 35 WMP.

2. **Resources, Including Money, Equipment, Materials, and Records:** Records, files, radio, tape recorder, small hand tools, collects evidence relative to code violations; actions which subject the City to liability; building permit money, vehicles; operate modern office equipment including computer equipment and software programs; camera and operate a motor vehicle safely; dispatch console and emergency communications equipment.

3. **Solving Problems:** Jurisdictional; irate citizens and property owners; political pressure for action/non-action; development of adequate evidence; determining when to move from complaint, to citation, to a court case.

4. **Performance of Others:** Clerical who assist with the input of data and maintenance of files; functional supervision of other departments agencies involved in safety and resolution of hazardous material violations.

5. **Relations with:**

- a) **Internal:** City Council, City Administrator; Police, Fire, Public Works and Finance Departments; Community Development.
- b) **External:** Federal, state and county agencies; the business community; community groups; school districts; property owners and citizens.

6. **Communications:**

- a) **Oral:** Conversations, speeches, negotiations, and instructions.
- b) **Written:** Legal records, files, complaints, reports, letters and memos.
- c) **Visuals:** Violations, safety and chemical hazards.
- d) **Auditory:** Conversations, radio, evidential displays.

7. **Safety:**

- a) **Hazardous Conditions:** Safety and hazardous material violations; self-protection and protection of others around safety problems and hazardous materials; driving in urban and freeway traffic.
- b) **Frequency:** Daily.
- c) **Consequence:** Minor injury to serious injury and risk of serious illness.

8. **Tolerance of Job Conditions:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Controlled environmental conditions while in the office; heat, cold, dust, rain and fog while investigating complaints, resolving violations, dealing with disputes and irate people.

9. **Physical Aptitude:**

- a) Above average finger dexterity.
- b) Ability to crawl/climb; move through openings and lift or move objects up to 50-75 lbs.

10. **Application of Mental and Physical Effort:** Mental effort requires a high degree of concentration for sustained periods of time; intense negotiations and confrontations. Physical effort requires light to moderate and occasional heavy physical effort.

E. PREREQUISITES:

1. **Education and Experience:** Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Code Enforcement Officer. A typical way of obtaining the required qualifications is to possess three years of experience working with the public in the interpretation and application of laws, codes, rules and procedures. High school diploma or equivalent required; college credits in criminal justice or communications preferred. Possession of a valid P.C. 832 certificate, or the ability to obtain within one (1) year of employment.
2. **Licenses, Registrations, Accreditation, etc.:** Possession of a valid Class C California Motor Vehicle Operators License; a 35 WPM Typing Certification; and achieve within one year of appointment the completion of a P.O.S.T. Dispatch Certificate, completion of D.O.J. training for full access operator, and standard CPR and First Aid Certificates issued by the American Red Cross.

Date:	City Administrator:
Date:	Dept. Head:
Date:	Employee: