

**MEMORANDUM OF UNDERSTANDING**

*Between*

**THE CITY OF ALTURAS**

*And*

**THE UNITED PUBLIC EMPLOYEES OF CALIFORNIA  
LOCAL 792**

**ALTURAS CITY POLICE UNIT**

**OCTOBER 1, 2007 TO SEPTEMBER 30, 2008**

**Date Signed** February 7, 2008

**TABLE OF CONTENTS PAGE 1 OF 3**

**GENERAL PROVISIONS**

1.1 PARTIES TO MEMORANDUM .....5  
1.2 RECOGNITION.....5  
1.3 SCOPE OF REPRESENTATION.....5  
1.4 VALIDITY OF MEMORANDUM.....5  
1.5 MOU CONTROLLING .....5  
1.6 FAIR EMPLOYMENT .....5

**MANAGEMENT RIGHTS**

2.1 MANAGEMENT RIGHTS .....6  
2.2 NON-LIMITING .....7

**UNION RIGHTS**

3.1 UNION RIGHTS .....7  
3.2 AGENCY SHOP .....7

**GRIEVANCE PROCEDURE**

4.1 PURPOSE.....8  
4.2 INFORMAL APPEAL TO IMMEDIATE SUPERVISOR .....8  
4.3 FORMAL GRIEVANCE TO DEPARTMENT HEAD .....8  
4.4 FORMAL APPEAL TO THE APPOINTED COUNCIL COMMITTEE .....8  
4.5 GENERAL CONDITIONS .....9

**HOURS OF WORK AND OVERTIME**

5.1(A) WORKDAY .....9  
5.1(B) WORK WEEK.....9  
5.1(C) MEAL PERIODS .....9  
5.1(D) REST PERIODS .....9  
5.1(E) PART-TIME EMPLOYEES .....10  
5.2(A) OVERTIME IS DEFINED AS.....10  
5.2(B) COMPENSATORY TIME OFF .....10  
5.3 COURT TIME .....10  
5.4 COURT TELEPHONE STANDBY.....10  
5.5 CALL OUT TIME.....10  
5.6 STANDBY TIME .....10  
5.7 STANDBY PAY .....10

**TABLE OF CONTENTS    PAGE 2 OF 3**

**PAID AND UNPAID LEAVES**

6.1(A) HOLIDAYS .....	10
6.1(B) HOLIDAY PAY .....	11
6.1 (C)HOLIDAY PAY - POLICE DEPARTMENT .....	11
6.1(D) ELIGIBILITY REQUIREMENTS .....	11
6.1(E) HOLIDAY DURING VACATION.....	11
6.1(F) SICK ON A HOLIDAY .....	12
6.1(G) FLOATING HOLIDAY .....	12
6.2(A) VACATION LEAVE WITH PAY .....	12
6.3(A) SICK LEAVE .....	12
6.3(B) FAMILY SICK LEAVE.....	13
6.3(C) SICK LEAVE RETENTION INCENTIVE .....	13
6.3(D) BEREAVEMENT LEAVE .....	13
6.3(E) DISABILITY LEAVE.....	13
6.4    JURY DUTY AND COURT APPEARANCES .....	13
6.5    DISCRETIONARY LEAVES.....	14

**PAY AND PREMIUMS**

7.1    SALARY .....	14
7.2(A)(B)POST CERTIFICATE AND COLLEGE DEGREE PREMIUM.....	14
7.3    ALTERNATIVE ASSIGNMENT PAY.....	14

**RETIREMENT**

8.1    PERS SAFETY RETIREMENT PLAN.....	14
8.2    RETIREMENT COMMITTEE .....	15
8.3    UNION SUPPLEMENTAL RETIREMENT.....	15

**MEDICAL INSURANCE**

9.1    MEDICAL INSURANCE .....	15
9.2    SUPPLEMENTAL INSURANCE .....	15

**UNIFORM ALLOWANCE**

10.1(A) POLICE UNIFORMS .....	15
10.1(B) PROTECTIVE VESTS .....	16

**LAYOFF AND EMPLOYMENT CATEGORIES**

11.1    LAY-OFF .....	16
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**TABLE OF CONTENTS PAGE 3 OF 3**

**EMPLOYEE DISCIPLINE**

12.1 EMPLOYEES SERVE AT WILL..... 16  
12.2 ACTION BY CITY ..... 16  
12.3 NOTICE OF DISCIPLINARY ACTION..... 17  
12.4 REPRESENTATION ..... 17

**MISCELLANEOUS PROVISIONS**

13.1 PURPOSE..... 17  
13.2 GENERAL..... 17  
13.3 INITIAL PROBATIONARY PERIOD DURATION..... 18  
13.4 PROMOTIONAL PROBATIONARY PERIOD ..... 18  
13.5 REJECTION DURING PROBATIONARY PERIOD ..... 18  
13.6 PROBATIONARY PERFORMANCE EVALUATIONS ..... 18  
13.7 PERFORMANCE EVALUATIONS - FULL TIME EMPLOYEES..... 18  
13.8 PERFORMANCE RATING SYSTEM..... 18  
13.9 MERIT INCREASE ..... 19  
13.10 STATE DISABILITY INSURANCE ..... 19  
13.11 IRS - 125 PLAN ..... 19  
13.12 SHIFT HOURS..... 19  
13.13 VACATION SCHEDULE ..... 19  
13.14 GYM FEES..... 19

**EDUCATIONAL INCENTIVE**

14.1 REIMBURSEMENT PLAN..... 20  
14.2 SPECIALIZED TRAINING..... 20

**TERM**

15.1 DURATION ..... 20  
15.2 AMENDMENT IN WRITING..... 20

**ATTACHMENTS**

- A Bargaining Unit Job Classifications**
- B Salary Steps and Ranges/Years of Service**
- C Salary Schedule**

## **ARTICLE 1: GENERAL PROVISIONS**

- 1.1 PARTIES TO MEMORANDUM.** This Memorandum of Understanding is entered into by and between the City of Alturas, hereinafter referred to as "City", and the United Public Employees of California, Local 792/Alturas City Police Unit, hereinafter referred to as "Union".
- 1.2 RECOGNITION.** The City recognizes the Union as the majority representative of those employees of the City holding the job titles as set forth on the attached Attachment "A". This recognition supersedes any previous recognition.
- 1.3 SCOPE OF REPRESENTATION.** The scope of representation shall include and be limited to all matters required by law to be subject to the meet and confer requirement of the Meyers-Miliias-Brown Act.
- 1.4 VALIDITY OF MEMORANDUM.** Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. Upon the issuance of such a decision, the parties have agreed to immediately negotiate a substitute for the invalidated articles, section, or portion thereof.
- 1.5 MOU CONTROLLING.** The City and the Union agree and understand that if any section of this MOU in any way conflicts with terms and conditions of employment stated in other authorities, such as Personnel Rules or City Resolution, the MOU shall be controlling.
- 1.6 FAIR EMPLOYMENT.** No person in the Classified Service, or seeking admission thereto, shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because of political opinions or affiliations, race, color, ancestry, national origin, religious creed, sex, marital status or because of the exercise of his/her rights under Section 3502 of the Government Code, nor shall any person be discriminated against on the basis of age or physical handicap, except in the case of a public safety employee, or other position, the duties of which have specific physical requirements.

No question in any test, in any application form, or in any other personnel proceeding, or of any City official or employee, shall be so framed as to attempt to elicit information pertaining to the race, color, political or religious opinions or affiliations of an applicant, candidate, or employee.

## **ARTICLE 2: MANAGEMENT RIGHTS**

**2.1 MANAGEMENT RIGHTS.** The City retains all its exclusive rights and authority under federal, state and municipal law and expressly and exclusively retains its management rights, which include, but are not limited to:

1. the exclusive right to determine the mission of its constituent departments, commissions, boards;
2. set standards and levels of service;
3. determine the procedures and standards of selection for employment and promotions;
4. direct its employees;
5. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
6. maintain the efficiency of governmental operations;
7. determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
8. determine the content and intent of job classification;
9. determine methods of financing;
10. determine style and/or types of city-issued safety wearing apparel, equipment or technology to be used;
11. determine and/or change facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
12. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
13. to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
14. establish and modify productivity and performance programs and standards;
15. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
16. establish employee performance standard including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and
17. exercise complete control and discretion over its organization and the technology of performing its work.

**2.2 NON-LIMITING.** Nothing contained herein shall be construed as in any way limiting the rights and obligations of the parties to this MOU, as provided by the Meyers-Milias-Brown Act, to meet and confer in good faith regarding any matter not addressed specifically and in detail in this MOU, nor as limiting the rights and obligations of the parties to this Agreement as provided by the Public Safety Officers Procedural Bill of Rights Act.

### **ARTICLE 3: UNION RIGHTS**

**3.1 UNION RIGHTS.** The Union shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
2. Reasonable use of one bulletin board at the City Police Department and the bulletin board located in the main hallway of City Hall.
3. The right to payroll deductions from any employee who so authorizes in writing for payment of organizational dues.
4. The right to represent its members before the City Council or advisory boards or commissions with regard to matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.
5. The use of City facilities for Union activities, providing that appropriate advance arrangements are made.
6. The City Council or its designated representative making copies of its meeting agenda available.
7. Reasonable access to employee work locations for officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations or with established safety or security requirements.

**3.2 AGENCY SHOP.**

- A. Agreement - All regular employees occupying positions in classifications listed in Attachment A, who are members of the Union, shall be required to pay Dues. Employees are not required to join the Union as a condition of employment. However, non-member regular employees occupying positions in the classifications listed in Attachment A shall, pay a service fee as authorized by Government Code 3502.5. The amount of the service fee shall not exceed Union dues.
- B. Union Responsibilities - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all regular employees occupying positions in the classifications listed in Attachment A regardless of their membership in the Union.

- C. Notice – The Union must provide non-members with advanced notice of the amount of the service fee, an explanation as to the service fee composition, and an explanation of a non-member’s right to challenge the service fee.

## **ARTICLE 4: GRIEVANCE PROCEDURE**

**4.1 PURPOSE.** The purpose of this Article is to provide for an employee a grievance procedure which shall apply to any dispute concerning the interpretation, application or alleged violation of City Rules and Regulations, Departmental Rules and Regulations and any current Memorandum of Understanding between the City and employee organization representing this bargaining unit.

**4.2 INFORMAL APPEAL TO IMMEDIATE SUPERVISOR.** Any employee who has a grievance shall first try to resolve it through discussion with his/her immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her decision or response. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

**4.3 FORMAL GRIEVANCE TO DEPARTMENT HEAD.** If, after receiving the informal decision, the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal grievance in writing to the Department Head within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

The written grievance must describe the actions or omissions that are alleged to constitute improper conduct by the City and must indicate the Rule or Rules that have allegedly been misapplied, misinterpreted or violated by the City.

The Department Head receiving the formal grievance shall render a written decision to the employee within ten (10) calendar days after receiving the formal grievance.

**4.4 FORMAL APPEAL TO THE APPOINTED COUNCIL COMMITTEE.** If after receiving the informal decision of the immediate supervisor, and after receiving the written decision from the Department Head, the employee does not believe the grievance has been satisfactorily resolved, he/she may file a formal appeal in writing to the Council Committee within ten (10) days after receiving the written decision of the Department Head.

The Council Committee shall contact the California Mediation and Conciliation Service (CSMS) within ten (10) calendar days to request and schedule a Mediator to be present for the Council Committee Meeting with the employee and union representative.

The State Mediator shall be advisory to both parties and attempt to resolve the grievance to the satisfaction of both the employee and the City. The advice of the mediator is not binding on either party unless an agreement is reached.

Should a settlement agreement be reached, a written agreement shall be rendered within ten (10) calendar days and be binding on both the City and the employee and the matter be closed. Should an agreement not be reached, the employee may continue the appeal to the Council Committee.

Should a settlement agreement not be reached, the employee or his/her representative may appeal the decision to the City Council by submitting a written appeal within ten (10) days of receiving the written decision from the Council Committee. The written appeal shall include a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Memorandum of Understanding or rule alleged to be violated, and the specific remedy sought.

The City Council shall schedule a hearing for the matter within twenty (20) days after receipt of the appeal. The Appeal shall be held in Executive Session. The twenty (20) calendar day requirement may be extended by mutual agreement of the City and the Grievant or representative of the grievant.

After hearing testimony on the grievance from the employee and/or the employee's authorized representative, as well as all parties involved, the City Council shall render a written decision on the appeal within ten (10) calendar days. The City Council's decision shall be final and binding.

- 4.5 GENERAL CONDITIONS.** The intent of the time limits set forth in this Rule is to expedite hearing of the employee's appeal or grievance.

## **ARTICLE 5: HOURS OF WORK AND OVERTIME**

- 5.1(a) WORKDAY.** The normal, straight-time workday shall consist of eight (8) hours within a nine hour period except as may be provided for employees assigned to continuous operations, i.e. operations which must be manned twenty-four (24) hours per day and seven (7) days per week. Other work schedules may be adopted as necessary.
- 5.1(b) WORKWEEK.** The regular, straight-time workweek shall consist of forty (40) hours in a period of seven (7) consecutive days except as may be provided for employees assigned to continuous operations as defined above. The basic workweek shall begin on Sunday at 12:00 a.m. and end on Saturday at 12:00 midnight.
- 5.1(c) MEAL PERIODS.** Except for personnel assigned to continuous operations, a meal period shall be provided to all employees to be scheduled approximately midway through the regular eight hour workday. This period shall not constitute paid time and shall be no less than thirty (30) minutes.
- 5.1(d) REST PERIODS.** Except for personnel assigned to continuous operations, two (2) paid rest periods of fifteen (15) minutes each shall be provided to all employees during each half of their regular, eight hour workday.

- 5.1(e) PART-TIME EMPLOYEES.** Department heads shall schedule the workday, workweek and where appropriate, meal and rest periods for part-time employees.
- 5.2(a) OVERTIME IS DEFINED AS:** Time worked in excess of forty (40) hours in a basic workweek. Overtime compensation shall be paid at a rate equivalent to one-and-one-half times the regular rate of pay.
- 5.2(b) COMPENSATORY TIME OFF.** Employees covered by this Memorandum who are required to work overtime may elect to have such overtime recorded at the time of the submittal of the employee's official time card to cause such time to be recorded as compensatory time off in lieu of paid overtime with the consent of his/her immediate supervisor. Such compensatory time off shall be paid at the employees current rate of pay and not be accrued or cashed in beyond a maximum of one hundred and twenty (120) hours at time and one-half.
- The time during a work period at which an employee may take accrued compensatory time off shall be approved by the Department Head.
- 5.3 COURT TIME.** Police personnel called to appear in court by official order on their time off, provided that the call or such duty has not been brought about as a result of their personal misconduct, shall be granted a minimum of three (3) hours pay for such appearance in any one day. Such pay shall be at the normal overtime rate.
- 5.4 COURT TELEPHONE STANDBY.** Effective December 1, 2003, when Officers are placed on telephone standby by the DA, the officer shall receive three (3) hours straight time pay per day in lieu of remaining in court.
- 5.5 CALL OUT TIME.** Employees called out to work from off duty status outside their regular work schedule shall be compensated a minimum of three (3) hours pay
- 5.6 STANDBY TIME.** Standby Duty is defined as that circumstance which requires an employee so assigned to:
- A. Be ready to respond immediately to call for service.
  - B. Be readily available at all hours by telephone or other agreed upon communications equipment.
- 5.7 STANDBY PAY.** Standby pay shall be paid at a rate of \$1.50 per hour. One Sworn Officer will be assigned when designated by the Chief of Police. Employees who are on standby shall comply with the City's "zero-tolerance" policy.

## **ARTICLE 6: PAID AND UNPAID LEAVE**

- 6.1(a) HOLIDAYS.** Holidays granted to employees are as follows:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. The day following Thanksgiving Day
11. December 24
12. Christmas Day
13. December 31
14. One (1) Floating Holiday (Birthday or Personal Day)
15. Cezar Chavez Day

When a holiday falls on a Saturday, the Friday immediately proceeding shall be a paid holiday. When a holiday falls on a Sunday, the Monday immediately following shall be a paid holiday. This shall not be the case when the employees are scheduled to work on the Saturday or Sunday on which the holiday falls.

**6.1(b) HOLIDAY PAY.** For each holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday in fact worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate plus 1 ½ pay for all such hours actually worked.

**6.1 (c) HOLIDAY PAY - POLICE DEPARTMENT (Notwithstanding 6.1 (b) above).** Recognizing the twenty-four hour, seven day a week nature of duties performed by Police Officers and Sergeants, holiday pay, regardless of whether an employee actually works on a holiday, shall be paid by separate check on December 1 (seven (7) days of pay) and June 1 (seven (7) days of pay) for such employees.

**6.1(d) ELIGIBILITY REQUIREMENTS.** In order to be eligible for holiday pay, the employee must work the full scheduled workday immediately preceding or immediately following the holiday, unless on vacation, paid leave, or scheduled to be off. This section shall not be construed to make employees on layoff eligible for holiday pay.

**6.1(e) HOLIDAY DURING VACATION.** When a holiday falls within an eligible employee's approved vacation, he shall receive the appropriate holiday pay.

- 6.1(f) SICK ON A HOLIDAY.** If an employee is scheduled to work on a holiday and is unable to do so due to illness, the employee shall be paid in accord with article 6.1 (b).
- 6.1(g) FLOATING HOLIDAY.** Each employee will be granted one (1) floating holiday each calendar year. The floating holiday is to be used in the year earned and shall not accrue.
- 6.2(a) VACATION LEAVE WITH PAY.** After one full year of full-time continuous employment, every employee shall be allowed vacation leave with pay at the rate of twelve (12) calendar days to accumulate a rate of one day per month worked. After five (5) years to 10 years of full time continuous employment, every employee shall be allowed vacation leave with pay at the rate of fifteen (15) days. After ten (10) years of full time continuous employment, every employee shall be allowed vacation leave with pay at the rate of seventeen and one-half (17 ½) days. After fourteen (14) years of full time continuous employment, every employee shall be allowed vacation leave with pay at the rate of twenty (20) days. After twenty (20) years of full time continuous employment, every employee shall be allowed vacation leave with pay at the rate of twenty-five (25) days.
- 6.2(b)** If an employee, while on authorized vacation, is called in to work, such time at work shall not be charged against accrued vacation. The employee shall receive not less than two (2) hours call back pay.
- 6.2(c)** All employees in this unit may cash in to 40 hours of accrued vacation each calendar year.
- 6.3(a) SICK LEAVE.** Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.

Accrual and use of sick leave shall be governed by the following provisions:

1. Sick leave credit shall be granted to all probationary and full time employees within the Classified Service regularly employed.
2. The immediate supervisor shall be notified prior to the time set for the employee to begin work, or as may be specified by the head of the department, in order to be compensated.
3. The employee may be required to file a physician's certificate or personal affidavit with the Department Head when the absence is more than three work days, stating the cause of the absence. However, if the Department Head has reason to believe that sick leave is being abused, a physician's certificate may be required after one day's absence.
4. Sick leave shall be accrued at the rate of eight hours for each calendar month of service.
5. Upon separation from City Service, all accrued sick leave shall be converted to additional PERS service credit, if eligible, at the rate of 0.004 year of service

credit for each day of unused sick leave. (I.e. 250 days of sick leave equals one additional year of service credit) The City must certify the number of days creditable.

**6.3(b) FAMILY SICK LEAVE** Employees required to be absent from work because of serious illness of their immediate family may be allowed to use, not to exceed, up to 50% of annual accrued sick leave. Immediate family shall include father, mother, brother, sister, spouse or child of the employee. Additional consideration may be given in special cases as determined by the Department Head, including the granting of additional sick leave.

**6.3(c) SICK LEAVE RETENTION INCENTIVE.** Effective January 1, 2001, and operating on a calendar year basis, employees shall be granted Sick Leave Incentive pay in accordance with the following formula:

1. Using 16 hours or less of sick leave within the calendar year entitles an employee to 8 hours of pay at their base salary rate.
2. Payment of Sick Leave Incentive pay shall be in a separate check which is received on the first pay day in February of the year following the year in which the Sick Leave Incentive pay is earned.

**6.3(d) BEREAVEMENT LEAVE.** Full-time employees shall be allowed paid time off in the event of a death in the immediate family. Employees shall be granted up to four (4) days of such leave upon request. Immediate family: the following members of an employee's family: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Usage of this leave shall not be charged against the employee's accrued sick leave.

**6.3(e) DISABILITY LEAVE.**

1. An employee receiving temporary disability payments under the Worker's Compensation laws may use accumulated sick leave in order to continue to maintain regular income.
2. All employees receiving full 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.

**6.4 JURY DUTY AND COURT APPEARANCES.** An employee who is called to serve as a juror shall be entitled to leave during the period of such service. Under this circumstance, the employee shall be paid his/her full salary for this period, provided the employee remits jury pay to the City. Such pay shall not include mileage reimbursements or subsistence payment.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in

court in a matter unrelated to his/her official capacity as a City employee shall be permitted time off without pay or, if the employee chooses, may use accrued vacation leave or compensatory time off for this purpose.

- 6.5 DISCRETIONARY LEAVES.** The city may at its discretion, grant a leave of absence. The City shall, at its discretion, set the terms and condition of the leave, including whether the leave is to be with or without pay.

## **ARTICLE 7: PAY AND PREMIUMS**

- 7.1 SALARY.** Employees shall be paid the wage established for their classification as set by the City Council according to the schedule attached hereto as **EXHIBIT C**, incorporated by this reference. Effective retroactively to October 1, 2007 each employee covered under this contract shall receive a 5% salary increase.

- 7.2(a) POST CERTIFICATE AND COLLEGE DEGREE PREMIUM.** Effective and retroactive to October 1, 2006 Police Officers and Sergeants who have satisfactorily completed the probationary period with the City as a full-time regular employee and who possess a POST Basic Certificate will receive a 2.5% pay increase, an employee who has received a two (2) year college degree or the POST Intermediate Certificate shall receive an additional 2.5% pay increase for a total of 5%.

- 7.2(b)** Effective and retroactive to October 1, 2006 Police Officers and Sergeants who have satisfactorily completed the probationary period with the City as a full-time regular employee and who possess a four (4) year college degree or a POST Advanced Certificate shall receive an additional 5% pay increase for a total of 10% .

### **7.3 ALTERNATIVE ASSIGNMENT PAY**

- A. **School Resource Officer** 5%
- B. **Field Training Officer** When a Sergeant is not assigned or available to provide field training for a new recruit, the Chief of Police may assign a Police Officer to FTO. The FTO shall receive the 5% while training provided he/she train for an entire shift.
- C. **Narcotic Investigator** assigned to the Modoc County Narcotic Task Force 5%.

## **ARTICLE 8: RETIREMENT**

- 8.1 PERS SAFETY RETIREMENT PLAN.** All full time employees are eligible to participate in existing State of California Public Employees' Retirement System program pursuant to an existing contract between the City of Alturas and the Public Employees' Retirement System. The City agrees to pay 100% of the employee's PERS contribution to PERS on behalf of each employee to be vested with PERS in each employee's individual account.

The city agrees to fund PERS 3% @ 55 formula for all police employees. If during the term of this contract PERS increases the retirement benefit levels for miscellaneous employees, the City agrees to adopt the best plan for the employees provided it is cost neutral to the City. If during the term of this agreement, the PERS 3% @ 50 formula becomes cost neutral to the City, the City agrees to implement this plan.

The City shall provide the single highest year retirement plan for all employees.

- 8.2 RETIREMENT COMMITTEE.** An employee covered by this Agreement shall sit as a member of the City's Retirement Committee.
- 8.3 UNION SUPPLEMENTAL RETIREMENT.** Beginning on October 1, 2006 and for the term of this Agreement, the City shall contribute to the LIUNA Pension Fund twenty-four (\$.24) for each and every hour or portion of an hour for which an employee covered by this agreement is paid by the City (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, or other paid leave, and overtime).

## **ARTICLE 9: MEDICAL INSURANCE**

- 9.1 MEDICAL INSURANCE.** The City shall provide the Blue Shield health plan and life insurance premiums for each employee covered under this MOU effective March 1, 2007.

All employees shall receive a monthly stipend of \$150.00 that may be used to supplement the cost of their own dental and vision insurance premiums.

Employees who take the Blue Shield health insurance plan will receive an additional \$150.00 monthly stipend to help offset costs associated with the Blue Shield health insurance.

Employees may opt out of the Blue Shield health insurance plan, but the employee must provide proof of other insurance. Employees who opt out are eligible for a \$150.00 monthly stipend.

The City agrees to pay for any increase to the health insurance premiums during the life of this contract.

- 9.2 SUPPLEMENTAL INSURANCE.** An employee may participate in supplemental insurance, such as AFLAC, at their own expense.

## **ARTICLE 10: UNIFORM ALLOWANCE**

- 10.1(a) POLICE UNIFORMS.** The City shall pay a uniform allowance of \$800.00 to each police officer at the time of original appointment and an annual uniform allowance of \$800.00 commencing each year thereafter on the date of original appointment. An employee leaving City employment shall have a pro-rata amount of uniform allowance deducted from his/her final pay check if he/she leaves before a six (6) month time period.

The Union agrees to hold the City harmless and defend the City against any law suits arising under this article.

**10.1(b) PROTECTIVE VESTS.** The City shall provide protective vests to all sworn officers at no cost to the officer. The City shall replace vests upon expiration and if damaged in the course and scope of duty.

## **ARTICLE 11: LAYOFF AND EMPLOYMENT CATEGORIES**

**11.1 LAY-OFF.** Whenever, in the judgment of the City Council, it becomes necessary, in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish any position of employment in the Classified Service; and the employee holding such position of employment may be laid off without taking disciplinary action and without the right of appeal.

When one or more workers performing in the same class in a City department are to face a reduction in force, the workers most recent annual evaluation and seniority shall be used to determine the order of lay off. The order of lay off shall be as follows:

1. Temporary workers in inverse order of seniority (least first).
2. Permanent employees whose most recent annual evaluations were below satisfactory in inverse order of seniority.
3. Permanent employees in inverse order of seniority.

Employees to be laid off shall be given at least 14 days prior notice. The names of regular and probationary employees laid off or demoted in lieu of lay off shall be placed upon re-employment lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which lay off or demotion in lieu of lay off or demotion in lieu of lay off was made.

The Union shall be immediately notified of all Layoff notices.

Persons whose names are placed on re-employment lists in accordance with this section, and who are re-employed, shall be regarded as having been on leave of absence during this period and entitled to all benefits accruing from such leave.

## **ARTICLE 12: EMPLOYEE DISCIPLINE**

**12.1 EMPLOYEES SERVE AT WILL.** To the extent consistent with state law, all employees serve at the will of the City Council.

**12.2 ACTION BY CITY.** The City may take disciplinary action against a full time or probationary employee for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an

application or other personnel document; falsification of records; unfitness for duty; and absence without authorized leave.

Disciplinary action may take the form of verbal or written reprimand, suspension, pay reduction, demotion or dismissal.

All disciplinary action taken against an employee must receive the prior approval of the Department Head except under emergency circumstances which dictate immediate suspension of the employee by a subordinate supervisor.

- 12.3 NOTICE OF DISCIPLINARY ACTION.** A notice of all disciplinary action must be in writing and served personally on the employee, except where circumstances prevent personal service, in which case the notice shall be served by certified U.S. Mail within three working days. Such notice shall specify the penalty and contain a statement of the reasons therefore. In all cases, a copy of the notice shall be placed in the employee's personnel file, in accordance with the City of Alturas Personnel Rules & Regulations, Rule 18.01.

Once the proposed disciplinary action has been imposed, the affected employee shall have the right of appeal pursuant to Article 4. The provisions of this section shall not apply to reductions in pay which are a part of a general plan to reduce salaries and wages or to eliminate positions.

- 12.4 REPRESENTATION.** Throughout Section 12.3, the employee may be represented by a representative of his choice.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

- 13.1 PURPOSE.** The City recognizes the necessity of maintaining safe working conditions and practices in order to insure employee safety.

- 13.2 GENERAL.** The City and each employee shall comply with the provisions of the California Occupational Safety and Health Act (CAL/OSHA), and any applicable legislation passed by the State to implement that plan.

It is the responsibility of respective supervisors to promote safety consciousness among their employees, to provide training in safe practices and to make every reasonable effort to provide and maintain a safe place of employment.

The City will provide all required safety equipment. The City shall determine the minimum specifications of the safety equipment, procurement procedures and limitations and exclusions

The City's policy regarding safety incorporates, but is not limited to, the following considerations and conditions:

1. Safety is just as important as getting work done.
2. Safety rules must be followed.

3. The City shall provide safe working conditions and safety equipment deemed necessary by the City or required by law.
4. Violators of safety rules are subject to discipline.
5. An employee who is injured or aware of any unsafe practices or conditions must immediately report the accident/incident to his or her supervisor.

**13.3 INITIAL PROBATIONARY PERIOD DURATION.** All original and promotional appointees shall serve a probationary period of not more than twelve (12) less than six (6) months. Public Safety Officers shall serve a one (1) year probationary period. This period may be extended up to 18 total months as determined by the Chief of Police. Should the Department Head determine that a longer period of probation be required (more than twelve (12) months one year), the appointee shall be informed, in a written evaluation, writing, of the amount of the extension and reasons therefore.

**13.4 PROMOTIONAL PROBATIONARY PERIOD.** All employees who have completed an Initial Probationary Period and are later promoted to a higher position shall serve a probationary period of not less than six (6) months but not more than twelve (12) months.

**13.5 REJECTION DURING PROBATIONARY PERIOD.** Any new probationary employee, whose performance does not meet the required standards of work, may be rejected at any time without cause and without the right of appeal or hearing.

An employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to a position in the class from which he/she was promoted unless discharged from the City service as provided in Rule 15.00 of the City of Alturas Rules and Regulations.

**13.6 PROBATIONARY PERFORMANCE EVALUATIONS.** It shall be the duty of each Department Head to prepare or have prepared an evaluation of the probationer's performance every four (4) months and at the end of the probation period, or more frequently, if so desired.

**13.7 PERFORMANCE EVALUATIONS - FULL TIME EMPLOYEES.** Performance evaluations shall be completed at least annually for all personnel having full time status in positions in the Classified Service. Such reports shall be required more frequently by the Department Head where an employee has been rated overall unsatisfactory on the most recent evaluation.

Evaluations shall be submitted and/or approved by the Department Head consistent with the standard department form and rating system set forth in the City of Alturas Personnel Rules & Regulations 11.06.

**13.8 PERFORMANCE RATING SYSTEM.** A uniform system of appraisal within the City shall apply to all performance reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work;

initiative and judgment demonstrated; conduct; and attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall be made on each evaluation report which shall represent an aggregate, overall rating of the employee's performance during the rating period. Negative supervisor comments shall not appear on an evaluation unless a supervisor has addressed the issue(s) with the employee and documented same prior to the evaluation.

All evaluation reports must be completed by the employee's immediate supervisor, and approved by the Department Head. Following review and approval of the report, a copy shall be provided to the employee and discussed with him by the immediate supervisor and such other management personnel whose participation would be appropriate and beneficial to the discussion. Upon review with the employee, the final report shall be retained in the employee's personnel file. Employees disagreeing with the evaluation have the right to submit relevant rebuttal material to be filed with the evaluation.

The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assessment of the individual's development. These performance ratings shall also be utilized for:

1. Determining fitness for appointment to full-time status.
2. Determining advancement to higher steps in the salary range.
3. As a guide in awarding promotions.
4. As a record in matters involving disciplinary action.
5. As the determining factor in effecting layoffs where seniority is equal among two or more employees.
6. Determining eligibility for reinstatement.

**13.9 MERIT INCREASE.** Merit increases are not automatic. Merit increases shall be granted to employees who receive an overall satisfactory performance evaluation. Merit increases shall not be withheld for a late evaluation.

**13.10 STATE DISABILITY INSURANCE.** The City pays 100% of the State Disability Insurance contributions.

**13.11 IRS - 125 PLAN.** The City agrees to make available to employees an IRS - 125 Plan.

**13.12 SHIFT HOURS.** The department shall not change existing/established shift hours to avoid paying overtime.

**13.13 VACATION SCHEDULE.** Employees shall schedule their annual vacation by seniority.

**13.14 GYM FEES.** The City agrees to pay the local gym fees for all employees covered under this contract.

## **ARTICLE 14: EDUCATIONAL INCENTIVE**

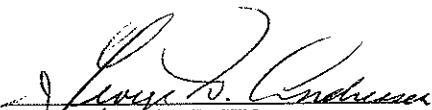
- 14.1 REIMBURSEMENT PLAN.** Employee will be reimbursed for actual costs up to \$400.00 per year. Reimbursement shall be provided for tuition and books for an employee who participates in a college course or a college degree up to a four (4) year degree, certificate class or program which is directly related to his/her City employment. The employee must submit the course plan to his/her department head for review prior to commencement of the class. The employee shall receive reimbursement after each class/seminar immediately upon providing proof of successful completion (grade "C" or better). Employees shall surrender the books and copies of material to their department, if requested, and may be asked to give training to other employees in the department on seminars which they attended. The City will budget \$2,000 per year for education reimbursement. The plan will be available to all City employees on a first come, first serve basis.
- 14.2 SPECIALIZED TRAINING.** Each officer shall be granted a minimum of 40 hours training of their choice each calendar year for specialized or advanced training. A mutual agreement between the officer and the department is required. This training must be reimbursable by POST or State or Federal funds and is in addition to departmental training and POST mandated training.

**ARTICLE 15: TERM**

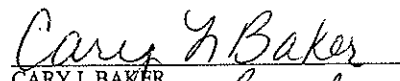
- 15.1 DURATION.** This Memorandum of Understanding having taken effect as of the date and year first written below, shall remain in full force and effect until September 30, 2008.
- 15.2 AMENDMENT IN WRITING.** This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, in writing and duly signed by each.


IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the 7<sup>th</sup> day of February, 2008 to be effective October 1, 2007.

**CITY OF ALTURAS**

  
 GEORGE W. ANDREASEN  
 City Negotiator

  
 KEITH JACQUES  
 City Negotiator

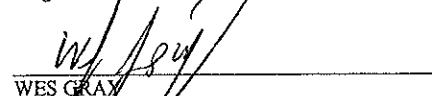
  
 CARY L. BAKER  
 City Clerk

  
 John Schreiber, Mayor

**UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792  
 ALTURAS POLICE UNIT**

  
 MICHAEL A. LYON  
 Chief Negotiator

  
 TEX DOWDY  
 Negotiator

  
 WES GRAY  
 Negotiator

ATTACHMENT A

To Memorandum of Understanding October 1, 2007 to September 30, 2008

<u>POSITION</u>	<u>RANGE</u>
SERGEANT	43
PATROLMAN	38

**ATTACHMENT B**

<u>YEARS OF SERVICE</u>	<u>MERIT STEP</u>
First year of service	A
Second year of service	B
After two full years of service	C
After three full years of service	D
After four full years of service	E
After five full years of service	F
After seven full years of service	G
After nine full years of service	H
After eleven full years of service	I
After fourteen full years of service	J
After seventeen full years of service	K
After twenty full years of service	L
After twenty-five full years of service	M
After thirty full years of service	N
After thirty-five full years of service	O

**CITY OF ALTURAS  
POLICE  
SALARY RANGE STEPS, OCT. 07 - SEPT. 08**

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	\$13,502	\$13,907	\$14,324	\$14,754	\$15,196	\$15,652	\$16,122	\$16,605	\$17,103	\$17,617	\$18,145	\$18,689	\$19,250	\$19,828	\$20,422
2	\$13,839	\$14,254	\$14,682	\$15,122	\$15,576	\$16,043	\$16,525	\$17,020	\$17,531	\$18,057	\$18,599	\$19,157	\$19,731	\$20,323	\$20,933
3	\$14,185	\$14,611	\$15,049	\$15,500	\$15,965	\$16,444	\$16,938	\$17,446	\$17,969	\$18,508	\$19,064	\$19,636	\$20,225	\$20,831	\$21,456
4	\$14,540	\$14,976	\$15,425	\$15,888	\$16,365	\$16,856	\$17,361	\$17,882	\$18,419	\$18,971	\$19,540	\$20,126	\$20,730	\$21,352	\$21,993
5	\$14,903	\$15,350	\$15,811	\$16,285	\$16,774	\$17,277	\$17,795	\$18,329	\$18,879	\$19,445	\$20,029	\$20,630	\$21,248	\$21,886	\$22,543
6	\$15,278	\$15,734	\$16,206	\$16,692	\$17,193	\$17,709	\$18,240	\$18,787	\$19,351	\$19,931	\$20,529	\$21,145	\$21,780	\$22,433	\$23,108
7	\$15,658	\$16,127	\$16,611	\$17,110	\$17,623	\$18,152	\$18,698	\$19,257	\$19,835	\$20,430	\$21,043	\$21,674	\$22,324	\$22,994	\$23,684
8	\$16,049	\$16,531	\$17,027	\$17,537	\$18,063	\$18,605	\$19,164	\$19,738	\$20,331	\$20,941	\$21,569	\$22,218	\$22,882	\$23,569	\$24,276
9	\$16,450	\$16,944	\$17,452	\$17,976	\$18,515	\$19,071	\$19,643	\$20,232	\$20,839	\$21,464	\$22,108	\$22,771	\$23,454	\$24,156	\$24,883
10	\$16,862	\$17,368	\$17,889	\$18,425	\$18,978	\$19,547	\$20,134	\$20,738	\$21,360	\$22,001	\$22,661	\$23,340	\$24,041	\$24,762	\$25,505
11	\$17,283	\$17,802	\$18,336	\$18,886	\$19,452	\$20,036	\$20,637	\$21,266	\$21,894	\$22,551	\$23,227	\$23,924	\$24,642	\$25,381	\$26,142
12	\$17,715	\$18,247	\$18,794	\$19,358	\$19,939	\$20,537	\$21,153	\$21,788	\$22,441	\$23,114	\$23,808	\$24,522	\$25,258	\$26,015	\$26,796
13	\$18,158	\$18,703	\$19,264	\$19,842	\$20,437	\$21,050	\$21,682	\$22,332	\$23,002	\$23,692	\$24,403	\$25,135	\$25,889	\$26,666	\$27,466
14	\$18,612	\$19,170	\$19,746	\$20,338	\$20,948	\$21,577	\$22,224	\$22,891	\$23,577	\$24,285	\$25,013	\$25,764	\$26,536	\$27,333	\$28,152
15	\$19,077	\$19,650	\$20,239	\$20,846	\$21,472	\$22,116	\$22,779	\$23,463	\$24,167	\$24,892	\$25,638	\$26,408	\$27,200	\$28,016	\$28,856
16	\$19,554	\$20,141	\$20,745	\$21,368	\$22,009	\$22,669	\$23,349	\$24,049	\$24,771	\$25,514	\$26,278	\$27,068	\$27,880	\$28,716	\$29,578
17	\$20,043	\$20,645	\$21,264	\$21,902	\$22,559	\$23,236	\$23,933	\$24,651	\$25,390	\$26,152	\$26,938	\$27,744	\$28,577	\$29,434	\$30,317
18	\$20,544	\$21,161	\$21,795	\$22,449	\$23,123	\$23,816	\$24,531	\$25,267	\$26,025	\$26,806	\$27,610	\$28,438	\$29,291	\$30,170	\$31,075
19	\$21,058	\$21,690	\$22,340	\$23,011	\$23,701	\$24,412	\$25,144	\$25,899	\$26,676	\$27,476	\$28,300	\$29,149	\$30,024	\$30,924	\$31,852
20	\$21,584	\$22,232	\$22,899	\$23,588	\$24,293	\$25,022	\$25,773	\$26,546	\$27,342	\$28,163	\$29,008	\$29,878	\$30,774	\$31,697	\$32,648
21	\$22,124	\$22,788	\$23,471	\$24,175	\$24,901	\$25,648	\$26,417	\$27,210	\$28,028	\$28,867	\$29,733	\$30,625	\$31,543	\$32,490	\$33,464
22	\$22,677	\$23,357	\$24,058	\$24,780	\$25,523	\$26,289	\$27,078	\$27,890	\$28,727	\$29,588	\$30,476	\$31,390	\$32,332	\$33,302	\$34,301
23	\$23,244	\$23,941	\$24,660	\$25,399	\$26,161	\$26,946	\$27,755	\$28,587	\$29,445	\$30,328	\$31,238	\$32,175	\$33,140	\$34,135	\$35,159
24	\$23,825	\$24,540	\$25,276	\$26,034	\$26,815	\$27,620	\$28,448	\$29,302	\$30,181	\$31,086	\$32,019	\$32,979	\$33,969	\$34,988	\$36,038
26	\$24,421	\$25,153	\$25,908	\$26,685	\$27,488	\$28,310	\$29,160	\$30,034	\$30,935	\$31,863	\$32,819	\$33,804	\$34,818	\$35,863	\$36,939
28	\$25,031	\$25,782	\$26,556	\$27,352	\$28,173	\$29,018	\$29,889	\$30,785	\$31,709	\$32,660	\$33,640	\$34,649	\$35,689	\$36,759	\$37,862
27	\$25,657	\$26,427	\$27,220	\$28,036	\$28,877	\$29,744	\$30,636	\$31,555	\$32,502	\$33,477	\$34,481	\$35,515	\$36,581	\$37,678	\$38,809
28	\$26,298	\$27,087	\$27,900	\$28,737	\$29,599	\$30,487	\$31,402	\$32,344	\$33,314	\$34,313	\$35,343	\$36,403	\$37,495	\$38,620	\$39,779
29	\$26,956	\$27,765	\$28,598	\$29,455	\$30,339	\$31,249	\$32,187	\$33,152	\$34,147	\$35,171	\$36,226	\$37,313	\$38,433	\$39,586	\$40,773
30	\$27,630	\$28,459	\$29,312	\$30,192	\$31,098	\$32,031	\$32,991	\$33,981	\$35,001	\$36,051	\$37,132	\$38,246	\$39,393	\$40,575	\$41,793
31	\$28,321	\$29,170	\$30,045	\$30,947	\$31,875	\$32,831	\$33,816	\$34,831	\$35,876	\$36,952	\$38,060	\$39,202	\$40,378	\$41,590	\$42,837
32	\$29,029	\$29,899	\$30,796	\$31,720	\$32,672	\$33,652	\$34,662	\$35,701	\$36,772	\$37,876	\$38,012	\$40,182	\$41,388	\$42,629	\$43,908
33	\$29,754	\$30,647	\$31,568	\$32,513	\$33,489	\$34,493	\$35,528	\$36,594	\$37,692	\$38,823	\$39,987	\$41,187	\$42,422	\$43,695	\$45,006
34	\$30,498	\$31,413	\$32,355	\$33,326	\$34,326	\$35,356	\$36,416	\$37,509	\$38,634	\$39,793	\$40,987	\$42,217	\$43,483	\$44,788	\$46,131
35	\$31,261	\$32,198	\$33,164	\$34,159	\$35,184	\$36,240	\$37,327	\$38,447	\$39,600	\$40,788	\$42,012	\$43,272	\$44,570	\$45,907	\$47,284
36	\$32,042	\$33,003	\$33,993	\$35,013	\$36,064	\$37,146	\$38,260	\$39,408	\$40,590	\$41,808	\$43,062	\$44,354	\$45,684	\$47,055	\$48,467
37	\$32,843	\$33,828	\$34,843	\$35,889	\$36,965	\$38,074	\$39,216	\$40,393	\$41,605	\$42,853	\$44,138	\$45,463	\$46,826	\$48,231	\$49,678
38	\$33,664	\$34,674	\$35,714	\$36,786	\$37,889	\$39,026	\$40,197	\$41,403	\$42,645	\$43,924	\$45,242	\$46,599	\$47,997	\$49,437	\$50,920
39	\$34,506	\$35,541	\$36,607	\$37,705	\$38,837	\$40,002	\$41,202	\$42,438	\$43,711	\$45,022	\$46,373	\$47,764	\$49,197	\$50,673	\$52,193
40	\$35,368	\$36,430	\$37,522	\$38,648	\$39,808	\$41,002	\$42,232	\$43,499	\$44,804	\$46,148	\$47,532	\$48,958	\$50,427	\$51,940	\$53,498
41	\$36,253	\$37,340	\$38,460	\$39,614	\$40,803	\$42,027	\$43,288	\$44,586	\$45,924	\$47,302	\$48,721	\$50,182	\$51,688	\$53,238	\$54,835
42	\$37,159	\$38,274	\$39,422	\$40,605	\$41,823	\$43,077	\$44,370	\$45,701	\$47,072	\$48,484	\$49,939	\$51,437	\$52,980	\$54,569	\$56,208
43	\$38,088	\$39,231	\$40,408	\$41,620	\$42,868	\$44,154	\$45,479	\$46,843	\$48,249	\$49,698	\$51,187	\$52,723	\$54,304	\$55,933	\$57,611
44	\$39,040	\$40,211	\$41,418	\$42,660	\$43,940	\$45,258	\$46,616	\$48,014	\$49,455	\$50,939	\$52,467	\$54,041	\$55,662	\$57,332	\$59,052
45	\$40,016	\$41,217	\$42,453	\$43,727	\$45,039	\$46,390	\$47,781	\$49,215	\$50,691	\$52,212	\$53,778	\$55,392	\$57,054	\$58,765	\$60,528
46	\$41,017	\$42,247	\$43,514	\$44,820	\$46,165	\$47,549	\$48,978	\$50,445	\$51,959	\$53,517	\$55,123	\$56,777	\$58,480	\$60,234	\$62,041
47	\$42,042	\$43,303	\$44,602	\$45,940	\$47,319	\$48,738	\$50,200	\$51,708	\$53,258	\$54,855	\$56,501	\$58,196	\$59,942	\$61,740	\$63,592
48	\$43,093	\$44,386	\$45,717	\$47,089	\$48,502	\$49,957	\$51,455	\$52,999	\$54,589	\$56,227	\$57,913	\$59,651	\$61,440	\$63,284	\$65,182
49	\$44,170	\$45,495	\$46,860	\$48,266	\$49,714	\$51,206	\$52,742	\$54,324	\$55,954	\$57,632	\$59,361	\$61,142	\$62,976	\$64,866	\$66,812
50	\$45,275	\$46,633	\$48,032	\$49,473	\$50,957	\$52,486	\$54,060	\$55,682	\$57,353	\$59,073	\$60,845	\$62,671	\$64,551	\$66,487	\$68,482
51	\$46,406	\$47,799	\$49,233	\$50,710	\$52,231	\$53,798	\$55,412	\$57,074	\$58,786	\$60,550	\$62,366	\$64,237	\$66,165	\$68,150	\$70,194