

RESOLUTION OF THE CITY OF MERCED CITY
COUNCIL REGARDING CERTAIN TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE
MERCED PUBLIC SAFETY MANAGERS UNIT



Effective August 5, 2024

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Article 1- Recognition

This Resolution covers employees in the classifications listed in Appendix "A".

Article 2- Hours of Work

2.1. FLSA Work Period for Fire

The City established a 24-day work period pursuant to 29 USC 207(k) of the Fair Labor Standards Act for all eligible fire suppression shift employees, including Battalion Chiefs. Under this 24-day 207(k) work period, the FLSA overtime threshold is 182 hours actually worked in the work period.

For 40-hour Battalion Chiefs, the City established a 14-day 207(k) work period with an FLSA overtime threshold of 106 hours actually worked in the work period. The City reports three hours of FLSA overtime for regularly-scheduled work hours to CalPERS, as special compensation under 2 CCR 571(a)(5) and 2 CCR 571.1(b)(4).

2.2. Workday

Depending on the assignment, the normal workday may be eight (8), ten (10), twelve (12), or twenty-four (24) hours.

2.3. Work Shift

The normal work shift for Battalion Chiefs consists of twenty-four (24) consecutive hours beginning at 8:00 a.m.

2.4. Work Schedule

Battalion Chiefs work either a 40 or 48/96 work schedule.

Article 3- Overtime

3.1. Non-Exempt Overtime

For contractual overtime owed under this Resolution, all paid time counts as hours worked toward the calculation of overtime, i.e., contractual overtime is paid at time and one-half for all hours worked in excess of their regularly scheduled shift.

For 56-hour Battalion Chiefs, overtime is paid at time and one-half for all hours in excess of 192 per 24-day work period.

For 40-hour Battalion chiefs, overtime is paid at time and one-half for all hours in excess of 80 per 14-day work period.

3.2. Exempt Classifications

Police Lieutenants, Police Captains, and Fire Deputy Chiefs are classified as exempt employees under the Fair Labor Standards Act (FLSA). They are expected to work the hours necessary to accomplish the job requirements, including alternate shifts and irregular hours, attending evening meetings, and traveling to attend classes, meetings, and/or seminars as required. Exempt employees are generally expected to be available during regular hours of their normal workdays, except as required to meet other job requirements. These employees are not eligible for overtime.

3.3. Administrative Leave

Police Lieutenants, Police Captains, and Fire Deputy Chiefs accrue sixty-four (64) hours of administrative leave annually in the first full pay period of the year. Employees may not accrue more than sixty-four (64) hours of administrative leave. Upon separation, administrative leave is paid at the employee's straight-time rate of pay.

3.4. Administrative Leave Cash Out

By November 1 of each year, employees may make an irrevocable election to cash out up to forty (40) hours of Administrative Leave that will accrue in the next calendar year. Employees will receive the cash out at their straight-time hourly rate on the first paycheck in December of the following year.

3.5. Court Pay

Battalion Chiefs subpoenaed to appear in court in connection with their official duties outside of their regularly scheduled shift will receive a minimum of three (3) hours of pay at one-and-a-half times their regular rate of pay or the actual amount of time that the employee is required to appear in court, whichever is greater. Any overtime earned under this section does not count towards hours worked for the purpose of calculating overtime.

3.6. Call-Back

Battalion Chiefs who are required to return to a worksite by their Department Head or designee will be paid for a minimum of two (2) hours at the rate of time and one-half of the employee's regular rate of pay for each call-back.

3.7. Remote Response Pay

Battalion Chiefs who are not called in to work but who respond to a phone call or remotely connect to work systems will be compensated for a minimum of thirty (30) minutes of overtime per incident.

3.8. On-Call

Police Lieutenants, Police Captains, and Battalion Chiefs required in writing by their department head or designee to be on-call will receive one (1) hour of pay for each accumulated eight (8) hours on-call.

3.9. Mutual Aid

Employees deployed on mutual aid reimbursable incidents will be paid at time and one-half of the employee's regular rate of pay for all hours worked outside of the employee's regularly scheduled shift. Employees who backfill for fire employees deployed on mutual aid reimbursable incidents will be paid at time and one-half of the employee's regular rate of pay for all hours worked outside of the employee's regularly scheduled shift. These hours may be used to offset any overtime required under the FLSA. Mutual aid deployments for exempt employees require the express written approval of the City manager.

3.10. Declared Emergency

When the City Council declares an emergency, exempt employees who are required to work in excess of their regularly scheduled hours for that emergency will be paid at time and one-half of their regular rate of pay for those hours.

Article 4- Wages

4.1. Salary Schedule

The salary schedule for Lieutenants and Captains consists of six (6) steps, with approximately five percent (5.0%) between steps.

The salary schedule for Battalion Chiefs and Fire Deputy Chiefs consists of five (5) steps, with approximately five percent (5.0%) between steps.

4.2. Salary

The Police Lieutenant's top step will be benchmarked twenty percent (20.0%) above the Police Sergeant's top step.

The Police Captain's top step will be benchmarked fifteen percent (15.0%) above the Police Lieutenant's top step.

The Battalion Chief's top step will be benchmarked twenty-one percent (21.0%) above the Fire Captain's top step.

The Fire Deputy Chief's top step will be benchmarked seventeen-point five percent (17.5%) above the Battalion Chief's top step.

4.3. Longevity Pay

Employees receive longevity pay as follows:

Upon completion of ten (10) years of service with the City, employees receive two and a half percent (2.5%) of their base hourly rate of pay.

Upon completion of fifteen (15) years of service with the City, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Upon completion of twenty (20) years of service with the City, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Following verification, employees with prior full-time public sector employment with the State of California or a California county, city, local agency, or special district will receive a Longevity Pay based on their cumulative prior years of public service.

Article 5- Premium Pays

5.1. Peace Officers Standards and Training (POST) Incentive Pay

Employees who possess a POST Management Certificate receive POST Incentive Pay in the amount of five percent (5%) of their base hourly rate of pay.

5.2. Education Pay

Employees who possess a Bachelor's Degree will receive Education Pay in the amount of three percent (3.0%) of their base hourly rate of pay.

Employees who possess a postgraduate Degree will receive an additional Education Pay in the amount of three percent (3.0%) of their base hourly rate of pay.

5.3. Hazmat Pay

Fire employees who are routinely and consistently assigned to the Hazmat Team will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

5.4. Bilingual Pay

Employees who speak or write Spanish, American Sign Language, or other approved languages other than English and who can do so fluently as determined by the City receive Bilingual Pay in the amount of one and a half percent (1.5%) of their base rate of pay.

Article 6- Insurances

6.1. Benefits Provided and Required

The City provides employees with a "cafeteria" plan. Employees are required to enroll in each of the plans below:

- Hospital/medical care plan,
- Dental care plan,
- Vision care plan,
- Disability insurance plan,
- Life insurance in the amount of \$50,000.

Employees may request a waiver for medical, dental, and/or vision coverage from the Support Services Department. Waivers may be granted only if the employee shows proof of other coverage through the employee's spouse or registered domestic partner. Should an employee who has obtained a waiver to this provision lose such alternative coverage, the employee must provide proof to the Support Services Department within thirty (30) days and enroll in a City-provided insurance program.

Participation for the employee's dependents is optional.

6.2. Plan Selection and Employee Benefit Committee

The City provides at least two (2) options each for medical, dental, vision, life insurance, and disability insurance plan. The plans will be selected solely by the City following review of proposals by the Employee Benefits Committee. The Employee Benefits Committee is advisory to the City Council. The Committee is comprised of representatives of each of the City's bargaining units and management.

6.3. Schedule of Allowances Per Pay Period

The City contributes an amount per bi-weekly pay period (based on twenty-six pay periods annually) as the Cafeteria Allowance. For medical employee only \$281.41, employee plus one \$576.05, employee plus two or more \$846.67. For Dental, Vision, Disability, and life insurance employee only \$35.57, employee plus one \$52.70, and employee plus two or more \$77.93.

The City will pay fifty-five percent (55%) of the sum of the core premium increases, which will be reflected in the Cafeteria Allowance.

The employee is responsible for the balance of the premiums, if any, beyond the Cafeteria Allowance. No employee will receive cash back for having waived required coverage, except that an employee who is married and whose spouse or domestic partner is also a current City of Merced employee, accepted for waiver of medical coverage, will receive cash back equal to twenty-five percent (25%) of the core medical premium for a single individual.

Article 7- Retiree Medical, Dental, and Vision

7.1. Eligibility

In accordance with Administrative Policy and Procedure No. P-17 the City provides a medical plan for eligible retirees. The medical care plan is selected solely by the City and provides essentially the same benefits to retirees as are provided to full-time employees. An employee is considered a retiree of the City if the employee retires in the California Public Employees' Retirement System and their last active place of full-time employment within the system was with the City. Retirees must meet at least one (1) of the following criteria to enroll in the City's retiree medical plan:

The retiree is age 50 or over with at least ten (10) years of service with the City; or

Retiree is retired because of a service-connected disability; or

Retiree is retired because of a non-service connected disability with at least ten (10) years of service with the City.

7.2. Groups

Group 1 consists of employees who retired before January 1, 2008.

Group 2 consists of employees hired before July 5, 2006, who retired after December 31, 2007.

Group 3 consists of employees hired after July 4, 2006.

7.3. Benefits Provided Per Group

Eligible Group 1 employees and their spouse or registered domestic partner and/or other dependents will continue to be covered under the City's medical plan until the retired employee and their spouse or registered domestic partner reach age 65. The City pays the premium for the retired employee, and the spouse/registered domestic partner and dependent(s) premium(s) are the responsibility of the retired employee. At the age of 65,

the City's medical plan will be secondary to Medicare medical coverage or any other benefit coverage available to the retired employee and eligible spouse or registered domestic partner. Retired employees, their spouse, registered domestic partner and/or eligible dependents in Group 1 are eligible to continue dental and vision care coverage at the expense of the retired employee.

Eligible Group 2 employees receive a monthly stipend of \$390.55 monthly for retirees over 65 or \$546.51 monthly for retirees under 65 towards the City's medical plan. The retiree pays any amount over the stipend. Eligible employees' spouse, registered domestic partner and/or eligible dependents in Group 2 are eligible to continue medical coverage at the expense of the retired employee. At the age of 65, the City's medical plan is secondary to Medicare medical coverage or any other benefit coverage available to the retired employee and eligible spouse or registered domestic partner. Retired employees, their spouse, registered domestic partner and/or eligible dependents in Group 2 are eligible to continue dental and vision care coverage at the expense of the retired employee.

Eligible Group 3 employees are eligible to continue medical, dental, and vision care coverage at the expense of the retired employee.

7.4. MissionSquare RHSA

The City provides employees with a MissionSquare Retiree Health Savings Account (RHSA) (a health reimbursement arrangement described in Internal Revenue Service Notice 2002-45). Employees contribute two percent (2.0%) of their base rate of pay per pay period into their MissionSquare Account. Employees may withdraw benefits from the plan upon separation per the plan's requirements. The Unit may adjust the employee contribution amount annually by November 15 to be effective the first full pay period in January of the following year.

Article 8- Retirement

8.1. California Public Employees Retirement System (CalPERS) for Police

- A. Employees hired before December 10, 2012, receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution pre-tax.
- B. Employees hired after December 9, 2012, who are not classified as new members will receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution pre-tax.
- C. Employees hired after December 31, 2012, who are classified as new members will receive the 2.7% at 57 safety CalPERS formula (25443) with the three (3) year

three-year final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS pre-tax.

D. All safety retirement formulas have the following optional CalPERS retirement benefits:

- Social Security Coverage - Full
- Non-Industrial Disability – Standard
- Industrial Disability – Standard
- Pre-Retirement Death Benefits
- Special
- Post-Retirement Death Benefits
- Lump Sum \$2,000
- 2% Retirement COLA

8.2. California Public Employees Retirement System (CalPERS) for Fire

Employees hired before October 7, 2011, receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution pre-tax.

Employees hired after October 6, 2011, who are not classified as new members will receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. These employees pay the required nine percent (9%) member contribution pre-tax.

Employees hired after December 31, 2012, who are classified as new members will receive the 2.7% at 57 safety CalPERS formula (25443) with the three (3) year three-year final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS pre-tax.

All safety retirement formulas have the following optional CalPERS retirement benefits:

- Social Security Coverage – Full
- Non-Industrial Disability – Standard
- Industrial Disability – Standard
- Pre-Retirement Death Benefits
 - Special
- Post-Retirement Death Benefits
- Lump Sum \$2,000
 - 2% Retirement COLA

8.3. Deferred Compensation Plan

Employees may contribute to the City's Deferred Compensation Plan.

Article 9- Leaves

9.1. Vacation Leave (40-hour)

Employees earn vacation leave as follows.

During the first five (5) years of continuous service, full-time employees earn 3.696 hours of vacation leave each biweekly pay period of continuous service to a maximum of 192.00 hours.

After five (5) years of continuous service, full-time employees earn 4.616 hours of vacation leave each biweekly pay period of continuous service to a maximum of 240.00 hours.

After nine (9) years of continuous service, full-time employees earn 6.160 hours of vacation leave each biweekly pay period of continuous service to a maximum of 320.00 hours.

After fifteen (15) years of continuous service, full-time employees earn 6.928 hours of vacation leave each biweekly pay period of continuous service to a maximum of 360.00 hours.

After twenty (20) years of continuous service, full-time employees earn 7.696 hours of vacation leave each biweekly pay period of continuous service to a maximum of 400.00 hours.

After twenty-five (25) years of continuous service, full-time employees earn 9.232 hours of vacation leave each biweekly pay period of continuous service to a maximum of 480.00 hours.

9.2. Vacation Leave (56-hour)

Employees earn vacation benefits in accordance with their length of continuous service.

Employees assigned to a 56-hour workweek and who have less than five (5) years of continuous service earn vacation benefits at the rate of 4.312 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 224 hours.

After the completion of five (5) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 6.462 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 336 hours.

After the completion of ten (10) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 8.624 hours each biweekly pay period

of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 448 hours.

After the completion of fifteen (15) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 9.699 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 504 hours.

After the completion of twenty (20) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 10.774 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 560 hours.

After the completion of twenty-five (25) years of continuous service, employees assigned to a 56-hour workweek earn vacation benefits at the rate of 12.925 hours each biweekly pay period of continuous service. Employees who earn vacation at this rate may accumulate vacation to a maximum of 672 hours.

9.3. Maximum Vacation Accrual

When an employee accumulates the maximum number of vacation hours, vacation ceases to accrue until the employee's accrued hours fall below the cap. Employees are paid out for their accrued vacation upon separation at their straight-time rate of pay.

9.4. Vacation Cash Out

By November 1 of each year, employees who have at least one hundred (100) hours of vacation may make an irrevocable election to cash out up to forty (40) hours of vacation that will accrue in the next calendar year. The employee will receive the cash out on the first paycheck in December of the following year.

9.5. Holidays

The City recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving

December 24th or December 31st
December 25th

Employees receive eight (8) hours of holiday pay for each holiday listed above.

9.6. Floating Holiday

Employees receive eight (8) hours of floating holiday annually in the first full pay period of the year. Employees may not accrue more than eight (8) hours of floating holiday. Upon separation, employees will be paid for their floating holiday hours at their straight-time rate of pay. Upon hire, employees hired before the second Monday in October will receive eight (8) hours of floating holiday.

9.7. Holiday In Lieu

Battalion Chiefs are in positions that are scheduled to work without regard for the holidays listed above. Battalion Chiefs receive holiday-in-lieu in the amount of eight percent (8.0%) of their base rate of pay in lieu of receiving any other form of holiday compensation.

9.8. Sick Leave (40-hour)

Employees assigned to a forty (40) hour workweek earn 3.696 hours of sick leave each biweekly pay period to a maximum of 1056.00 hours.

9.9. Sick Leave (56-hour)

Employees assigned to a 56-hour workweek earn 6.003 hours of sick leave each biweekly pay period to a maximum of 1500 hours.

9.10. Maximum Sick Leave Accrual

When an employee accumulates the maximum number of sick leave hours, sick leave hours cease to accrue until they fall below the accrual cap. Sick leave is forfeited upon resignation or termination.

9.11. Sick Leave Usage

Employees may use up to one-half of their annual accrued sick leave for the required care of a spouse, domestic partner, parent, child, sibling, grandparent, grandchildren, or domestic partner's child who is ill as defined by statute. Leave for this purpose may not be taken until it has actually accrued.

9.12. Payment of Unused Sick Leave (40-hour)

Annually in January, employees who have sick leave hours over 960 as of the last pay period in the preceding December will receive payment for fifty percent (50%) of their sick leave hours over 960 at their straight-time hourly rate of pay. The remaining fifty percent (50%) of hours above 960 will be forfeited.

9.13. Payment Of Excess Accrued Sick Leave (56-hour)

Annually in January, employees assigned to a 56-hour workweek who have unused sick leave hours in excess of 1344 as of the last pay period in the preceding December will be paid at their straight-time hourly rate (1/112 of basic biweekly pay) for fifty percent (50%) of those hours in excess of 1344 and the remaining fifty percent (50%) is forfeited.

9.14. Sick Leave Upon Retirement

Employees who retire concurrently from the City and CalPERS will receive payment for fifty percent (50%) of their accrued sick leave at their straight-time hourly rate of pay, and the remaining hours will be forfeited.

9.15. Bereavement Leave

Employees who have been employed by the City for at least thirty (30) days are entitled to five (5) days of protected bereavement leave in the event of the death of a "family member." Employees will also receive twenty-four (24) hours of paid leave for the death of a family member who resides within the State or forty-eight (48) hours of paid leave for the death of a family member who resides out of the state that must be used concurrently with any bereavement leave taken. Employees must first utilize any available, unused vacation or sick leave for the remaining portion of any unpaid bereavement leave.

A "family member" means any parent, spouse, registered domestic partner, child, child of an employee's registered domestic partner, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, or the death of any child or close relative who resided with the employee at the time of death.

An employee who utilizes bereavement leave must notify their Department Head or designee of the intent to use such leave. Employees may use such leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of a "family member." The City may request an employee seeking bereavement leave to provide documentation to support the leave.

Article 10- Voluntary Resignation

Employees absent without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation will be deemed to have voluntarily resigned from the City of Merced.

Article 11- Layoffs

In lieu of being laid off, an employee may elect demotion (“bumping”) to:

- A. Any class in the same class series with a lower maximum salary;
- B. A class in the same line of work (as determined by the City) as the class of layoff but of lesser responsibility and with substantially the same or a lower maximum salary.

To bump to a new classification, the employee must have more seniority than the employee who will be displaced.

The employee bumping to a new classification must have held that classification at some time in their career in the City of Merced.

Seniority is determined by the time in the class from which the employee is bumping plus time in any higher classification in the same series.

To be considered for a demotion in lieu of layoff, an employee must notify the Personnel Manager within five (5) days of receiving the notice of layoff.

In cases where there are two (2) or more employees in a class from which the layoff is to be made, employees will be laid off in inverse order of seniority.

Employees bumping to a lower or similar class will be placed at the salary step, representing the least loss of pay without exceeding the employee’s current rate of pay.

The names of persons laid off or demoted will be placed on a re-employment list in the order of layoff.

The re-employment list expires after two (2) years, except that persons appointed to regular positions of the same or higher level will be removed from the list upon appointment.

Refusal of a person to accept the first offer of re-employment with the same classification or a classification at the same or higher range will result in the person being removed from the re-employment list. Failure of a person to respond within seven (7) workdays to the offer of re-employment is deemed a refusal.

Employees from other bargaining units may only bump into previously held classifications.

Article 12- Term

This Resolution is effective August 5, 2024, and supersedes all prior written agreements, memorandums of understanding, and side letters.

Appendix "A" Salary Schedule

Public Safety Managers Wage Summary (Monthly) Effective PP17 - 8/5/24

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
747	Fire Battalion Chief - 40	\$10,419	\$10,940	\$11,487	\$12,061	\$12,664	
746	Fire Battalion Chief - 56	\$10,419	\$10,940	\$11,487	\$12,061	\$12,664	
850	Fire Deputy Chief	\$12,242	\$12,854	\$13,497	\$14,171	\$14,880	
848	Police Captain	\$11,929	\$12,526	\$13,152	\$13,810	\$14,500	\$15,225
825	Police Lieutenant	\$10,373	\$10,892	\$11,437	\$12,008	\$12,609	\$13,239

Public Safety Managers Wage Summary (Monthly) Effective PP14 - 6/23/25

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
747	Fire Battalion Chief - 40	\$10,835	\$11,377	\$11,946	\$12,543	\$13,170	
746	Fire Battalion Chief - 56	\$10,835	\$11,377	\$11,946	\$12,543	\$13,170	
850	Fire Deputy Chief	\$12,732	\$13,368	\$14,037	\$14,738	\$15,475	
848	Police Captain	\$12,407	\$13,027	\$13,678	\$14,362	\$15,080	\$15,834
825	Police Lieutenant	\$10,788	\$11,328	\$11,894	\$12,489	\$13,113	\$13,769

Public Safety Managers Wage Summary (Monthly) Effective PP14 - 6/22/26

Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
747	Fire Battalion Chief - 40	\$11,269	\$11,832	\$12,424	\$13,045	\$13,697	
746	Fire Battalion Chief - 56	\$11,269	\$11,832	\$12,424	\$13,045	\$13,697	
850	Fire Deputy Chief	\$13,241	\$13,903	\$14,598	\$15,328	\$16,094	
848	Police Captain	\$12,903	\$13,548	\$14,225	\$14,937	\$15,683	\$16,468
825	Police Lieutenant	\$11,220	\$11,781	\$12,370	\$12,988	\$13,638	\$14,320

All numbers have been rounded to the nearest \$1.

Appendix "B" 2024 Leave Cash Out

Police employees will be cashed out for a combined total of eighty (80) hours of administrative and vacation leave on the first full paycheck in December 2024. Administrative leave will be cashed out first, followed by any necessary vacation leave to reach a total of eighty (80) hours. This provision will be removed from this document following the first paycheck in December.