

**SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF PIEDMONT  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021  
(GENERAL UNIT)**

**RELATING TO NEW COMMUNITY SERVICES OFFICER CLASSIFICATION AND  
CLEAN UP LANGUAGE**

The City of Piedmont (hereinafter referred to as “City”) and the Service Employees International Union Local 1021 – General Unit (“SEIU”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on July 1, 2021 and terminating on June 30, 2025. The City and SEIU are collectively referred to herein as the “Parties.” The Parties now enter into this Side Letter of Agreement (“Agreement”) as an amendment to the MOU.

The specific provisions contained in this Agreement shall supersede any conflicting prior oral or written agreements, including the MOU, regarding the matters contained in this Agreement. Except as otherwise provided in this Agreement, the remainder of the MOU and other terms and conditions of employment, including agreements regarding wages and hours, shall remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (“MMBA”) concerning the terms and conditions of this Agreement and its implementation.

Thus, the Parties mutually agree to modify the MOU as follows:1. Section 1 of the MOU, “Recognition” shall be deleted in its entirety and replaced with the following:

**SECTION 1 - RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative for all full-time permanent employees in the General Unit in classifications of Dispatcher, Community Service Officer, and Police Records Specialist as set forth in this Memorandum, as well as any new related classifications upon mutual agreement between the City and the Union. If agreement cannot be reached, the California State Conciliation Service shall be requested to mediate the dispute.

The Union recognizes its obligations to cooperate with the City to assure maximum service of the highest quality and efficiency to citizens of the City of Piedmont together with its obligations to the employees which the Union represents.

2. Section 6, Subsection 6.1 of the MOU, "Workday and Work Period" shall be deleted in its entirety and replaced with the following:

- 6.1 **WORKDAY AND WORK PERIOD**

The regular daily work schedule for employees assigned to the classification of Community Service Officer shall consist of either six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day period, or (4) four days per seven day period and ten (10) hours per day. Community Service Officers may be assigned either of these two schedules and the assignment may be altered, changed and/or amended by the Police Chief because of the needs of the community, the employee's performance, operational convenience and/or efficiency. Community Service Officers shall receive at least fourteen (14) days written notification of any such alteration, change, and/or amendment.

The normal work period for Dispatchers shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day period, unless altered, changed and/or amended by the Police Chief because of employee's performance, operational convenience and/or efficiency. Dispatchers shall receive at least seven (7) days written notification of any such alteration, change, and/or amendment.

The City may assign a Dispatcher to the Dispatch Relief Position. The Dispatch Relief's regular work schedule is (4) four days per week, ten (10) hours per day. The City reserves the right to adjust the regular work schedule of the Relief Dispatch position for operational needs. In such case, the Dispatch Relief will receive at least seven (7) days' notice before the work schedule change. The Dispatch Relief position is also expected to cover for the absence of other dispatchers who are on approved vacation determined by the regular vacation sign-up process, or for absences of more than three (3) days wherein management is able to give at least seven (7) days' before the work schedule change.

The normal work period for Dispatchers shall consist of eighty (80) hours to be worked within a fourteen (14) day work period beginning at 0630 hours on Monday and ending at 0629 hours on the second following Monday. Dispatchers assigned to the Dispatch Relief position may be allowed, as determined by and at the discretion of the Police Chief, to work an alternate schedule, after meeting with the affected Dispatcher and a union representative.

3. Section 6, Subsection 6.4 of the MOU, "Overtime" shall be deleted in its entirety and replaced with the following:

- 6.4 **OVERTIME**

Overtime work is that work performed in excess of the regular daily work schedule or the regular work period as specified in Section 6.1 above. Paid holidays, vacation leave and paid sick leave shall count as time worked for the purposes of computing weekly overtime.

Hours worked in excess of the regular daily or weekly schedule shall be paid at the overtime rate which shall be one and one-half (1-1/2) times the straight-time hourly rate.

For the classifications of Dispatcher and Community Service Officer, all time worked on the second scheduled day off in the work week shall be compensated at two (2) times the straight-time hourly rate of pay, including all applicable differentials and premiums.

If management assigns an employee to work on both a fixed holiday and the employee's second day off, the employee shall be compensated for both the fixed holiday and second day off at the fixed holiday pay rate and the second day off pay rate.

4. Section 7, Subsection 7.8 of the MOU, "Working Out of Classification" shall be deleted in its entirety and replaced with the following:

7.8 **WORKING OUT OF CLASSIFICATION**

An employee who is temporarily assigned to a vacant position with a higher rate of pay will receive pay equivalent to that of the first step of the higher classification or a five percent (5%) differential, whichever is greater, effective on the first day of the assignment. When Police Dispatchers and/or the Community Service Officer trains new hires or other Piedmont Police Department employees, Dispatchers and/or the Community Service Officer shall receive an additional 5% pay differential for each day of said assignment.

5. Section 7, Subsection 7.9 of the MOU, "Educational Incentive" shall be deleted in its entirety and replaced with the following:

7.9 **EDUCATIONAL INCENTIVE**

All dispatchers who have obtained a Peace Officer's Standards and Training ("POST") Dispatcher Basic Certificate shall receive an additional sum per month equal to two percent (2%) of salary. For new hires that obtain the Basic POST Certificate, the 2% shall become effective either upon completion of probation or upon receipt of the POST Dispatcher Basic Certificate, whichever occurs later.

All dispatchers who have obtained a POST Dispatcher Intermediate Certificate shall receive an additional sum per month equal to three percent (3%) of salary.

All dispatchers who have obtained a Dispatcher Advanced Certificate shall receive an additional sum per month equal to four percent (4%) of salary.

The educational incentives for Dispatchers set forth in this Section 7.9 shall not be cumulative.

All Community Service Officers who hold an AA degree and/or Law Enforcement Training Academy certificate and/or Basic Humane Officers Academy certificate will be paid an additional sum per month as salary equal to one percent (1%) of the salary he/she would otherwise receive. All Community Service Officers who hold a BA degree and/or Advanced Law Enforcement Training Academy certificate and/or Advanced Humane Officers Academy certificate will be paid an additional sum equal to two percent (2%) of the salary he/she would otherwise receive. The additional sum payable for a BA and/or

Advanced Certificate shall not be cumulative with the additional sum payable for an AA and/or Basic Certificate.

For bookkeeping purposes, the payment of any additional sum as an educational incentive provided in this paragraph shall commence on the first of the month following submission of written proof to the City Administrator that the employee has obtained the appropriate certification / degree.

6. Section 8 of the MOU, "Probationary Period" shall be deleted in its entirety and replaced with the following:

**SECTION 8 - PROBATIONARY PERIOD**

The probationary period for Dispatchers, Community Service Officers and Police Records Specialist shall be twelve (12) months. Any approved leave of absence during the probationary period shall not be counted towards fulfilling the probationary requirement and such probationary period shall be extended accordingly. During such probationary period, an employee may be discharged for any reason that is legal. A probationary employee shall serve at the pleasure of the appointing authority and shall gain no tenure or other property interest in their employment. The City may extend the probationary period for Dispatchers, Police Records Specialist, or Community Service Officer for a period of time not to exceed three (3) months.

7. Section 9, Subsection 9.3.2 of the MOU, "Holiday Pay – Animal Control Officer" shall be deleted in its entirety and replaced with the following:

9.3.2 Community Service Officer

Community Service Officers scheduled to work on an authorized holiday shall receive the day off with pay, not to exceed eight (8) hours of pay for any one (1) day. The employee shall have the option of working the number of hours above the eight (8) hours of holiday pay in order to account for a full work day, or shall have the option of using time from a leave bank in order to be paid for a full work day. Any hours worked in order to account for a full work day on the holiday will be paid at the employee's straight time hourly rate. For instance, if an employee is scheduled to work a ten (10) hour shift on a holiday, the employee will have the option of working two (2) hours, or using two (2) hours from a leave bank.

8. Section 14, Subsections 14.2.2 "Hospitalization and Medical Care - Supplemental City Contribution", of the MOU, shall be deleted in its entirety and replaced with the following:

14.2.2 Supplemental City Contribution

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums for bargaining unit employees as described below.

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums for bargaining unit employees as described below. Prior to implementation of this Section 14.2.2

and Sections 14.3.1, 14.3.2, and 14.3.3, the parties understand that the City must comply with California Government Code section 7507, which requires that the City secure an actuary report and the City must present said report at a public meeting. Accordingly, Sections 14.2.2 and Sections 14.3.1, 14.3.2 and 14.3.3 will go into effect the pay period after the City has complied with California Government Code section 7507.

The City and bargaining unit employees share the cost of medical insurance premiums. The City's maximum contribution toward the monthly premium costs of an employee's medical benefits is based on the 2021 CalPERS Kaiser Bay Area premiums plus fifty percent (50%) of subsequent annual premium increases for the CalPERS Kaiser Bay Area premiums.

For the 2021 plan year, the City's monthly contributions towards eligible employees' elected medical coverage, inclusive of the basic City contribution of the PEMHCA statutory minimum contribution, are as follows:

- Employee only: \$813.64
- Employee +1: \$1,627.28
- Employee +family \$2,115.46

Each plan year, the City shall adjust its contributions towards the monthly premium costs of an employee's medical benefits by an amount equal to fifty percent (50%) of any increase in the monthly premium rates for the CalPERS Kaiser Bay Area plan at all coverage levels (i.e., employee only, employee + 1 and employee + family). Employees are responsible for the remaining fifty percent (50%) of any premium increases for the CalPERS Kaiser Bay Area plan. Employees selecting medical plans and coverage levels that exceed the City's maximum contribution are responsible for paying the difference through automatic payroll deduction.

9. Section 15 of the MOU, "Uniform Allowance" shall be deleted in its entirety and replaced with the following:

Uniformed employees in the classifications of Dispatcher, Community Service Officer, and Police Records Specialist shall receive an amount of money equal to the greater of one thousand five hundred dollars (\$1,500) or the amount provided to sworn personnel on an annual basis for the purposes of maintaining uniforms as required by the City. Such amount shall be paid in semi-monthly payments of \$62.50 each.

A new employee may opt for an advance of one-half (1/2) the annual uniform allowance upon being hired. Should the employee terminate before completing six (6) months of service, a prorated amount for the remainder of time in the six (6) month period is to be deducted from that employee's pay.

10. Section 19 of the MOU, "Other" shall be deleted in its entirety and replaced with the following:

**SECTION 19 – OTHER**

**CHILDCARE PROGRAMS**

Employees' children are eligible to attend the Piedmont Recreation Department (PRD) preschool program, Schoolmates programs and PRD run Summer Camps at no charge. Eligibility to attend these programs is based upon availability.

11. Appendix A of the MOU, "Salaries" shall be deleted in its entirety and replaced with the following:

## APPENDIX A SALARIES

Effective 7/1/2023, 3.25% COLA	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Dispatcher</b>	\$6,583	\$6,914	\$7,261	\$7,624	\$8,000
Shift Differential (No POST cert)	\$6,846	\$7,191	\$7,551	\$7,929	\$8,320
* With Basic POST Certificate 2%	\$6,715	\$7,052	\$7,406	\$7,776	\$8,160
Shift Differential, with Basic POST Cert	\$6,984	\$7,334	\$7,702	\$8,087	\$8,486
* With Intermediate POST Certificate, 3%	\$6,780	\$7,121	\$7,479	\$7,853	\$8,240
Shift Differential, with Int. POST Cert	\$7,051	\$7,406	\$7,778	\$8,167	\$8,570
* With Advanced POST Certificate, 4%	\$6,846	\$7,191	\$7,551	\$7,929	\$8,320
Shift Differential, with Adv. POST Cert	\$7,120	\$7,479	\$7,853	\$8,246	\$8,653
<b>Police Records Specialist</b>	\$5,985	\$6,285	\$6,602	\$6,932	\$7,271
<b>Community Service Officer</b>	\$5,627	\$5,909	\$6,204	\$6,514	\$6,840
With AA or Law Enforcement Training Academy or Basic Humane Officers Academy Certificates	\$5,683	\$5,968	\$6,266	\$6,579	\$6,908
With BA or Adv. Law Enforcement Training Academy or Adv. Humane Officers Academy Certificates	\$5,740	\$6,027	\$6,328	\$6,644	\$6,977
Effective 7/1/2024, 3.25% COLA	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Dispatcher</b>	\$6,797	\$7,139	\$7,497	\$7,872	\$8,260
Shift Differential (No POST cert)	\$7,069	\$7,425	\$7,797	\$8,187	\$8,590
* With Basic POST Certificate 2%	\$6,933	\$7,282	\$7,647	\$8,029	\$8,425
Shift Differential, with Basic POST Cert	\$7,210	\$7,573	\$7,953	\$8,350	\$8,762
* With Intermediate POST Certificate, 3%	\$7,001	\$7,353	\$7,722	\$8,108	\$8,508
Shift Differential, with Int. POST Cert	\$7,281	\$7,647	\$8,031	\$8,432	\$8,848
* With Advanced POST Certificate, 4%	\$7,069	\$7,425	\$7,797	\$8,187	\$8,590
Shift Differential, with Adv. POST Cert	\$7,352	\$7,722	\$8,109	\$8,514	\$8,934
<b>Police Records Specialist</b>	\$6,180	\$6,489	\$6,817	\$7,157	\$7,507
<b>Community Service Officer</b>	\$5,810	\$6,101	\$6,406	\$6,726	\$7,062
With AA or Law Enforcement Training Academy or Basic Humane Officers Academy Certificates	\$5,868	\$6,162	\$6,470	\$6,793	\$7,133
With BA or Adv. Law Enforcement Training Academy or Adv. Humane Officers Academy Certificates	\$5,926	\$6,223	\$6,534	\$6,861	\$7,203

The City and SEIU agree that this Side Letter Agreement will be presented to the Piedmont City Council for its determination prior to implementation and shall not be effective until or unless the Piedmont City Council renders its approval.

Date: 3/4/24

Mercedes PL  
Service Employees International Union Local 1021  
- General Unit

Date: 4/1/24

J. Slavov  
CITY OF PIEDMONT