

"Placerville, a Unique Historical Past Forging into a Golden Future"



City Manager's Report
May 12, 2015 City Council Meeting
Prepared by: Dave Warren, Director of Finance
Item #: 8.6

Subject: Adopt a resolution approving the Memorandum of Understanding with the Placerville Police Officers' Association and authorizing the Mayor, City Manager, and the City's labor representative to execute the same.

Discussion:

The City and the Placerville Police Officers' Association (PPOA) reached a tentative agreement for the period of January 1, 2015 through June 30, 2017, and the components of the settlement were reported out of closed session by the City Attorney at the City Council meeting held on January 13, 2015. Shortly thereafter, the City and PPOA negotiated the associated Memorandum of Understanding (MOU). Attached is a memo from the City's labor representative, Patrick Clark, which outlines the deal points included in the MOU.

Options:


1. Adopt the attached resolution approving the MOU as presented.
2. Adopt a resolution approving another MOU.
3. Do nothing.

Budget Impact:

The MOU encompasses a two and one half year period from January 1, 2015 to June 30, 2017. All of the Fiscal Year 2014/2015 salary and benefit provisions included in the MOU were assumed in the Mid-Year Budget Report that was presented to the City Council at its regularly scheduled meeting held on March 10, 2015. Staff plans on incorporating the remaining salary and benefit provisions in the proposed budgets for Fiscal Year 2015/2016 and 2016/2017.

Recommendation:

Adopt a resolution approving the Memorandum of Understanding with the Placerville Police Officers' Association and authorizing the Mayor, City Manager, and the City's labor representative to execute the same.



 M. Cleve Morris, City Manager



 Dave Warren, Director of Finance

DATE: May 12, 2015

TO: Placerville City Council

FROM: Patrick Clark
Patrick Clark Consulting

Subject: Adoption of Memorandum of Understanding, Placerville Police Officers Association (PPOA)

Attached for Council consideration and approval is the Memorandum of Understanding (MOU) between the City of Placerville and the PPOA. The MOU has a 2 ½ -year term beginning upon execution of this agreement and concluding June 30, 2017. Note the existing MOU is currently scheduled to expire June 30, 2015.

Key elements of the agreement include:

Fiscal year 2014/2015

1. Vacation cash out provision intended to reduce unfunded liability.
2. City to issue a \$1,000.00 one-time distribution to each PPOA employee, funded by Measure J Fund.
3. Effective January 17, 2015, City to pay Senior Officer pay in the amount of \$150.20 per month for PPOA employees with ten (10) or more years of continuous service with the City of Placerville.

Fiscal year 2015/2016

1. Effective July 2015 the City to create a sixth salary step of 5%. All Classic members shall advance one salary step in exchange for paying an additional 4% (5% total) employee pension contribution.
2. The last day of the fiscal year the first salary step shall be abolished restoring a five step salary range.

Fiscal year 2016/2017

1. Effective July 2016 the City to create a sixth salary step of 5%. All Classic members shall advance one salary step in exchange for paying an additional 4% (9% total) employee pension contribution.
2. The last day of the fiscal year the first salary step shall be abolished restoring a five step salary range.

Recommendation:

Approve the attached Memorandum of Understanding.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
PLACERVILLE POLICE OFFICERS' ASSOCIATION AND AUTHORIZING THE
MAYOR, CITY MANAGER, AND CITY'S LABOR REPRESENTATIVE TO
EXECUTE THE SAME**

WHEREAS, the City of Placerville has been in negotiations with the Placerville Police Officers' Association (PPOA) regarding salaries and benefits; and

WHEREAS, the City and the PPOA have reached an agreement which is embodied in the attached Memorandum of Understanding and addendum for the period of January 1, 2015 through June 30, 2017.

BE IT HEREBY RESOLVED that the City Council of the City of Placerville hereby approves the Memorandum of Understanding and addendum with the Placerville Police Officers' Association, which sets forth the associated salary and benefit provisions, and authorizes the Mayor, City Manager, and the City's labor representative to execute the same. A copy of the said Memorandum of Understanding and addendum are attached hereto and by this reference made a part hereof.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on May 12, 2015, by Councilmember _____ who moved its adoption. The motion was seconded by Councilmember _____. The motion was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor, Patty Borelli

City Clerk, Susan Zito

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PLACERVILLE, CALIFORNIA
AND
PLACERVILLE POLICE OFFICERS ASSOCIATION

TERM OF SUCCESSOR AGREEMENT

January 1, 2015 THROUGH June 30, 2017

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ARTICLE 1: DESIGNATION OF THE PARTIES

This agreement is entered into by and between the City of Placerville (hereinafter referred to as "City") and the Placerville Police Officers Association (hereinafter referred to as "Association.") this twelfth day of May, 2015, for the term commencing on January 1, 2015 and through June 30, 2017.

ARTICLE 2: AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. City's principal authorized agent shall be the City Manager or his/her duly authorized representative.

City Manager
City of Placerville
3101 Center Street
Placerville, CA 95667

- B. Association's principal authorized agent shall be its president or his/her designated representative. The Association shall provide to the City and keep current the name of the elected president of the Association and/or a list of persons authorized to act on its behalf or receive service in its name.

President
Placerville Police Officers Association
730 Main Street
Placerville, CA 95667

ARTICLE 3: EFFECT OF AGREEMENT

This Memorandum of Understanding shall supersede any policies, practices, or ordinance provisions with which it may be in conflict.

ARTICLE 4: RECOGNITION

For the purpose of this agreement, the Association is hereby recognized to represent the full-time sworn employees of the Police Department as listed below:

Police Officer
Police Sergeant

ARTICLE 5: GENERAL PROVISIONS

- A. City Personnel System Rules and Regulations
1. Unless otherwise modified in this Memorandum, all benefits and established rules and regulations for employment with the City are delineated in Ordinance No. 1310 (Establishing a Revised Personnel System) and Resolution No. 4055 (Adopting Rules and Regulations), and modifications since its adoption November 9, 1982, which have been made by resolution of the City Council and accepted by employees.
 2. Personnel Rules made by resolution of the City Council and approved by the Placerville Police Officer's Association during the term of this agreement shall become applicable.
 3. Unless specifically set forth to the contrary in this Memorandum, all rights, duties, and obligations of both the City and the employees covered hereunder set forth in said ordinance, resolution, and modifying resolutions shall apply.
 4. In accordance with City Ordinance 1548, Section 6.A, (Measure J) the City agrees to report the use of all Measure J funds to the City Council on a quarterly basis.
 5. The City shall notify an employee of a layoff sixty (60) days prior to the layoff date.
- B. City agrees to provide the Association a reconciliation of sworn personnel costs for the previous fiscal year by December 31st of each year beginning December 31, 2015.
- C. The Measure J Fund shall repay \$10,000 towards the inter-fund loan from the Reserve for Economic Uncertainties no later than June 30, 2015.
- D. No later than June 30, 2016, the Measure J Fund shall repay \$77,131 towards the Inter-fund loan from the Reserve for Economic Uncertainties.
- E. In addition to item 5D above, the Measure J Fund shall repay \$42,187 toward Inter-fund loan from the Reserve for Economic Uncertainties no later than June 30, 2017.
- F. City agrees to transfer \$34,943 from the General Fund to the Measure J Fund as a correction to the matching funds expended from the Measure J Fund to the SLESF Grant Fund and the 2012 CHP Grant Fund.
- G. City and PPOA agree that any legislative changes affecting the allocation formulas

used to apportion property taxes, property taxes in lieu of sales taxes, and property taxes in lieu of VLF that decreases the revenues received by the City shall result in the suspension of Article(s) 5D, and/or 5E, and/or 5F above. A forecasted deficit in the General Fund and/or Measure J Fund equal to 1.00% or more shall result in the suspension of Article(s) 5D, and/or 5E, and/or 5F above.

- H. The City and the PPOA agree that the terms of this successor agreement shall take effect January 1, 2015 or upon ratification by the PPOA approval by City Council and execution of this Memorandum of Understanding.

ARTICLE 6: SALARIES AND INCENTIVES

A. Salary:

1. Effective the first full pay period in July 2015:
 - City agrees to create a sixth step (5%) on the salary schedule.
 - "Classic" CalPERS members shall advance one salary step.
2. Effective the first full pay period in July 2016:
 - City and PPOA agree to eliminate the first step on the salary schedule.
 - Any employee placed on the old first salary step shall advance one step.
 - City agrees to create a new sixth step (5%) on the salary schedule.
 - "Classic" CalPERS members shall advance one salary step.
3. Effective the first full pay period in July 2017:
 - City and PPOA agree to eliminate the first step on the salary schedule.
 - Any employee placed on the old first salary step shall advance one step.
4. City and PPOA agree that any legislative changes affecting the allocation formulas used to apportion property taxes, property taxes in lieu of sales taxes, and property taxes in lieu of VLF that decreases the revenues received by the City shall result in the suspension of items 6A (1) and/or 6A (2) and/or 6A (3) above. A forecasted deficit in the General Fund and/or Measure J Fund equal to 1.00% or more shall result in the suspension of items 6A (1) and/or 6A (2) and/or 6A (3) above.

B. Incentives:

1. The City agrees to issue each bargaining unit member a one-time distribution (not credible for CalPERS retirement) of \$1,000 effective the first pay period following the execution of this MOU. City and Association agree the cost of the said \$1,000 one-time distribution and associated roll up costs will be expended from the Measure J Fund.

ARTICLE 7: PERS RETIREMENT

A. "Classic" Employees: All employees hired Prior to October 15, 2011:

1. Full time employees - the City agrees to maintain the current PERS 3% at 50 modified plan.
2. Employee Contributions:
 - A. City and PPOA agree "Classic" CalPERS members shall continue to pay an employee pension contribution of 1.00% of payroll.
 - B. City and PPOA agree that upon implementation of MOU Article 6A (1), "Classic" CalPERS members will begin paying an employee pension contribution of 5.00% of payroll effective the first full pay period in July 2015.
 - C. City and PPOA agree that upon implementation of MOU Article 6A (1), "Classic" CalPERS members will begin paying an employee pension contribution of 9.00% of payroll effective the first full pay period in July 2016.
3. The parties agree that the pension shall be calculated based on the employee's highest salary for thirty-six (36) consecutive months.
4. The parties agree that the costs associated with the 3% at 50 retirement benefit to the Safety Unit (4.052% by PERS as of 2/25/2000) shall be covered under "Measure J" revenues and those monies will continue to be banked by the City in a separate account.
5. City and PPOA agree that any legislative changes affecting the allocation formulas used to apportion property taxes, property taxes in lieu of sales taxes, and property taxes in lieu of VLF that decreases the revenues received by the City shall result in the suspension of items 2B and/or 2C above. A forecasted deficit in the General Fund and/or Measure J Fund equal to 1.00% or more shall result in the suspension of items 2B and/or 2C above.

- B. Second Tier Employees: All employees hired between October 15, 2011 and December 31, 2012, and employees hired on or after January 1, 2013, who have prior membership with CalPERS as prescribed by the Public Employees' Pension Reform Act of 2013:
1. Full time employees - the City agrees to implement the PERS 3% at 55 pension plan.
 2. The Employee shall pay the entire 9% employee contribution.
 3. The parties agree that the pension shall be calculated based on the employee's highest salary for thirty-six (36) consecutive month.
 4. The City will ensure compliance with IRS Code 414(h)(2) relative to the pre-taxation of the 9% employee contribution.
- C. PEPRA Employees: All employees hired on or after January 1, 2013, who don't have prior membership with CalPERS as prescribed by the Public Employees' Pension Reform Act of 2013:
1. The retirement formula shall be the PERS 2.7% @ 57 retirement formula.
 2. The employee shall contribute one-half (1/2) of the "normal cost" of the benefit, based on the annual valuation report prepared by PERS, rounded to the nearest ¼. Employee contributions will be paid on a pre-tax basis.

ARTICLE 8: INSURANCE

A. Medical Insurance Plan

The City will contract with Special District Risk Management Authority (SDRMA) for medical insurance.

B. City Contribution for Active Employees

1. Effective January 1, 2015, the City will pay the following medical insurance benefit amounts for each active employee enrolling himself or herself and his or her eligible dependents in any of the available SDRMA medical plans during the term of this MOU. These amounts are currently as follows:

Employee Enrolling as 1 Party	\$751.43
Employee Enrolling as 2 Party	\$1,503.69
Employee Enrolling as Family	\$1,953.34

2. An employee not participating in a SDRMA medical insurance plan is not eligible for this benefit.

C. Medical Insurance Premium Increases/Employee Contributions

Employees participating in a SDRMA medical plan shall pay twenty percent (20%) of any new medical insurance premium increase based on the Blue Shield EPO plan premiums.

City and the PPOA agree to discontinue the Measure J Funds subsidization of sworn employee medical insurance premiums effective the first pay period in July 2014.

City and Association agree, in case of significant increases in medical insurance premiums or potential impacts to the City for implementing GASB 43 and 45, discontinuation of SDRMA medical plan offerings, and/or related issues to reopen negotiations on medical insurance benefits. The City agrees to maintain the current 80%/20% premium increase allocation formula during the 2015-2017 MOU.

City and Association agree to meet and confer upon request of either part due to the implementation of the Affordable Care Act.

D. In Lieu Medical Benefit

An eligible employee, who submits proof of medical coverage under another medical plan not provided by the City, shall be eligible to receive three hundred and fifty dollars (\$350.00) per month in lieu of the above City contribution. Such employee shall fill out the appropriate forms provided by the City during a specified eligible period as determined by the City.

E. Retiree Benefits

1. The City shall offer the medical insurance plans available from SDRMA to employees who retire from City service, and to current retirees who are otherwise eligible to participate in SDRMA medical plans as determined by SDRMA, subject to the following conditions:
 - a. The retiree and his/her dependents must be eligible to enroll in a SDRMA medical plan based on employment with the City, as determined by SDRMA. Currently the SDRMA requires employees who retire to be continuously enrolled to maintain coverage during their retirement.
 - b. Continuing eligibility for SDRMA medical plan coverage of retirees

and their dependents shall be determined by the SDRMA.

2. An employee who retires from the City of Placerville with at least twenty (20) years of service with the City of Placerville and having obtained the minimum age of 53, and participates in a SDRMA medical insurance plan will be eligible to receive a benefit equivalent to the cost of the single employee medical insurance benefit as of January 1, 2013, \$751.43 (per month, at the time the employee retires from City service until they reach age sixty-five (65). After age sixty-five (65), such benefit shall be reduced to \$80.80 (per month) the first day of the month following such employee's birthday.
3. In the event that an employee retires from the City of Placerville and has at least ten (10) years of service with the City of Placerville, but less than twenty (20) years of such service, and is participating in a SDRMA medical insurance plan, he or she, at age 53, will be entitled to a proportionate benefit amount, as set forth in the preceding paragraph. The proportionate amount to be paid by the City shall be equivalent to a fraction whose numerator is equal to the years of service with the City of Placerville and whose denominator is twenty (20).
4. Additionally, an employee who retires from the City of Placerville (CalPERS retirement) with less than ten (10) years of service with the City of Placerville and is participating in a SDRMA medical insurance plan is eligible to receive a monthly medical insurance benefit in the amount of \$80.80.
5. Each enrolled retiree shall pay the remaining balance of the medical premium in such manner as prescribed by the SDRMA, and City policies and/or procedures.

F. Medical Insurance Plan Changes

The City shall not pay the premium for any other medical plan, which is not sponsored and administered by the SDRMA nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative medical insurance plan for the current plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on medical insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

G. General Rules for SDRMA Medical Coverage

1. New employees shall be eligible for medical plan coverage on the first day of the month following completion of the eligibility period as established by

the SDRMA.

2. Effective with the first date of coverage under the SDRMA medical plan, all eligibility criteria, including but not limited to the effective dates of coverage, the definition of dependents, and the age of eligible dependent children, shall be in accordance with the rules established by the SDRMA.

H. IRS Section 125 Plan:

The City shall maintain an IRS Section 125 Plan that will allow employees to offset employee health insurance premiums, and other permitted benefits on a pre-tax basis.

I. Chiropractic Care:

1. The City will continue to provide the current Chiropractic care benefits through Landmark (currently \$11.72 per month) during the term of this MOU for employees and their eligible dependents.
2. The City shall not pay the premium for any other chiropractic plan, which is not sponsored and administered by the City, nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative insurance plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on chiropractic insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

J. Dental Plan:

1. The City will continue to pay the entire amount (currently \$51.04 per month for the employee only and \$140.42 per month for employee and dependents) during the term of this MOU for dental insurance coverage through MetLife (or equivalent) of employees and their eligible dependents.
2. The City shall not pay the premium for any other dental plan, which is not sponsored and administered by the City, nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative dental insurance plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on dental insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

K. Vision Plan:

1. The City will continue to pay the entire amount (currently \$15.81 per month) during the term of this MOU for vision insurance coverage through Superior Vision Insurance Company (or equivalent) of employees and their eligible dependents.
2. The City shall not pay the premium for any other vision plan, which is not sponsored and administered by the City, nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative vision insurance plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on dental insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

L. Disability Insurance:

The City shall continue to contract with PERS to provide for Disability coverage of non job-related disabilities.

1. Non job-related disability retirement allowance - 30% after 5 years plus 1% per year of service over 5 years to a maximum of 50%, pursuant to Section 21298 of the Government Code; and
2. Industrial disability retirement allowance for public safety members - 50% of final compensation, but no more than the allowable if regularly retired at age 63 - eligibility is solely on basis of job related industrial disability, pursuant to Section 21022/21011.1 of the Government Code.

M. Short Term Disability:

1. The City shall continue to provide a short-term disability program to augment the long term PERS disability retirement benefits. Employees shall be eligible to begin earning short-term disability payments 30 days after injury or after complete use of accrued sick leave, whichever is longer. The short-term disability allowance shall be 2/3 of base salary. The maximum duration of entitlement for any employee to receive short-term disability payments for any one injury shall be five months.
2. Application for Use. Those wishing to apply for short term disability shall make written application not later than 10 days prior to the time of desired commencement of this benefit payment and must furnish confirming medical evidence. Such requests may be subject to further review by a physician or specialist of the City's choosing, whose opinion may be used as the basis to

confirm or deny the request for disability leave.

3. City and Association agree to review the short-term disability provisions of this agreement and revise them according to mutual agreement.

N. Term Life Insurance:

City agrees to provide term life insurance in the amount of \$50,000 for all employees.

O. Auto Liability Insurance:

The City agrees to pay \$60 annually to employees who are required to utilize their personal vehicles in the pursuit of City business, which shall be a contribution toward the employee cost of maintaining auto liability insurance coverage in the amount of \$100,000/\$300,000. In order to be eligible for this payment, employees must:

1. obtain written approval by their supervisor, department head, and the City Manager, utilizing standard employee action forms which, under the remarks section, shall set forth the nature of the need for personal car usage; and
2. submit evidence of insurance coverage.

Employees not so authorized shall not, under any circumstances, use their personal vehicles for City business. This payment shall not apply to any employees who drive City vehicles in the pursuit of their employment.

ARTICLE 9: PSYCHOLOGICAL COUNSELING

The City will provide all regular sworn officers and their immediate family members counseling services from a reputable counselor approved by the City. The City shall pay a fee not to exceed \$2,000 per year for this service.

ARTICLE 10: SPECIALIZED ASSIGNMENTS

- A. Specialized assignments are made to the positions of Traffic Enforcement Officer, Detective, Problem Oriented Policing Officer, School Resource Officer, Bike Patrol Officer, SWAT, Honor Guard, Narcotics Investigator, Field Training Officer (FTO), FTO Assistant Squad Leader, and Canine Officer. These assignments are at the sole discretion of the Chief of Police and are temporary assignments that are not separate salary classifications. Selections and qualification shall be at the sole discretion of the Chief of Police. Assignments shall be on a rotational basis within the department (Field Training Officer Assignments are for a one-year term). Removal from an assignment shall be at the sole discretion of the Chief of Police and shall not be deemed to be a "punitive action" under the Public Safety Officer

Procedural Bill of Rights Act (Government Code Section 3300 et. seq.) Any such removal shall not be subject to appeal or grievance.

- B. Employees rotated into the assignments of Detective, Narcotics Investigator, School Resource Officer, and Traffic Enforcement Officer shall receive an additional five (5) percent of the employee's base salary per payroll period of the assignment.
- C. Employees rotated into the assignment of Field Training Officer shall receive additional compensation equal to five (5%) percent of that employee's base salary for each shift in which Field Training Officer duties are performed. In addition to Field Training assignments, the duties may include assorted training duties, such as monthly roll call training assignments, and other related duties to be determined at the discretion of the Chief of Police. Said additional compensation shall be calculated on a daily basis in the same manner in which night shift differential compensation is accounted for on the employee's time sheet.
- D. Employees rotated into the assignment of Canine Officer shall receive an additional \$100 per payroll period of the assignment. Said additional compensation shall be for the employee's time associated with the care, feeding, training, bonding, etc. with the canine.
- E. Employees (except for Canine Officer) rotated into a specialized assignment shall perform those duties during regular working hours and shall not be performed on overtime without prior authorization from the Chief of Police or his designee.

ARTICLE 11: ADDITIONAL COMPENSATION

A. Overtime:

The parties agree that in accordance with the 7(k) exemption under the Fair Labor Standards Act, time and one-half overtime time compensation shall be paid for all hours worked over eighty-four (84) in a 14 day work period. This compensation shall be paid in cash unless the employee requests, and with approval of the Chief, the employee may receive compensatory time off (CTO). At any time employees may request the overtime to be paid in a separate check. Employees may not accrue more than a total of 54 hours of CTO.

B. Court Time:

Employees required to report to Court as a part of their employment with the City shall receive a minimum of three (3) hours of compensation for court appearances that occur outside of the employee's work shift. This compensation shall not apply for court proceedings that are cancelled by 17:00 hours the preceding work day. The affected employee is responsible for checking with the District Attorney's offices, courts or other means by 17:00 hours to determine if the court appearance is cancelled.

C. Callout Time:

If any sworn member of the Department covered by the MOU is called back to duty during normally scheduled day off for an immediate emergency, compensation shall be in the form of a minimum of three (3) hours. Should the presence of the officer called back to such duty extend beyond three (3) hours, the compensation will be actual time hour for hour at the time and one-half rate. In the event any member is called back to duty during a normal duty day but during off duty hours, callback time shall be a minimum of two (2) hours, except that such would be paid hour for hour at time and one-half for that time that is contiguous to the normally scheduled duty hours of the officer. This policy does not relate in any way to overtime for training, such overtime being covered under the normal provision of the MOU under Section A. above entitled "Overtime."

For purposes of definition, an emergency shall be defined as a circumstance requiring the immediate presence of personnel so called to duty.

D. Shift Differential:

All sworn personnel assigned to the first watch (graveyard shift) shall be entitled to a 2.5% salary adjustment for each shift he/she is actually so assigned. All officers shall be paid the 2.5% shift differential on an hour for hour basis for all hours worked between 18:00 and 6:00.

E. Senior Officer Pay:

Effective the pay period beginning January 17, 2015, City agrees to pay Senior Officer Pay in the amount of \$150.20 per month to bargaining unit employees who have ten (10) years or more of continuous service with the City of Placerville. City and Association agree the cost of the Senior Officer Pay and associated roll up costs will be expended from the Measure J Fund.

ARTICLE 12: EDUCATION REIMBURSEMENT

The City shall maintain an educational reimbursement program, which shall provide for reimbursement of books and tuition for job related courses upon successful completion with a grade "C" or better.

A. Eligibility:

To be eligible for such reimbursement, an employee must, prior to enrollment, obtain written approval from his/her department head and the City Manager to confirm that the subject course is job related. Job related shall mean training directly related to work performed by the division of the department in which the person seeking reimbursement is employed. For instance, an Account Clerk

would be eligible for an accounting course; a Building Inspector would be eligible for a building inspection course; and Engineering Aide would be eligible for an engineering course reimbursement; a Water Treatment Plant Operator or Maintenance Worker would be eligible for reimbursement for course work related to wastewater or street maintenance, respectively.

B. Reimbursement Amount:

The maximum amount of reimbursement during any calendar year for courses taken during that year shall be \$250 per employee.

C. No Release from Work:

All course work in connection with this article must be taken on the employee's own time.

ARTICLE 13: VACATION TIME

- A. Every regular full-time member of the unit shall be allowed vacation leave with pay in accordance with schedule below. Vacation leave shall be computed from the first day of employment, provided that no paid vacation shall be granted until completion of one year's service, except under unusual circumstances and unless approved by the City Manager. No vacation leave shall be granted in excess of that actually accrued at the time such vacation is taken.

Sworn and non-sworn officers shall receive the following:

0 to 5 years	10 days (80 hours)
5+ to 10 years	15 days (120 hours)
10+ to 20 Years	20 days (160 hours)
20+ years	25 days (200 hours)

- B. Effective the first pay period in January 2013, the vacation accrual limit shall revert back to 240 hours. Employees who have more than 240 hours of vacation time in their leave bank as of the last full pay period in December 2012 may continue to accrue vacation time as long as their annual accruals are taken on or before the last full pay period in December 2013. An employee with more than two-hundred and forty (240) hours will have their balances reviewed in the first full pay period in January 2014 to determine if they have used all of their accrual from the previous calendar year, if so, they will continue to accrue vacation time beyond the 240 hour accrual limit. If not, such employee shall not accrue additional vacation time during the calendar year until they have taken the remainder of their annual accrual from the previous year. If such employee is denied the ability to take vacation in any calendar year, the employee shall not be denied additional accruals for the calendar year.

- C. Vacation schedules will be established by the Chief of Police with due consideration for the period of vacation requested by the employee and also the operating requirements of the department for any given period.
- D. City agrees to include PPOA employees in existing vacation cash out policy. Employees who have a vacation bank balance exceeding 200 hours may cash out up to 80 hours of vacation during Fiscal Year 2014/2015. Employees may request one cash out during the Fiscal Year. Vacation cash out requests must be received by the Finance Department no later than June 15, 2015.

ARTICLE 14: SICK LEAVE

In recognition of the fact that the purpose of sick leave is to continue the employee's normal pay in the event that employee is absent on account of illness or injury, and for other specified reasons as outlined in the personnel regulations of the City of Placerville, the parties agree that the employee shall notify the Duty Watch Commander at least one hour prior to the commencement of the employee's shift of the necessity of using sick leave, the reasons therefore, and the estimated duration of its use. The City reserves the right through its management personnel to require satisfactory proof of illness at any time. Abuse of sick leave may result in disciplinary action as well as denial of the use of sick leave. The Chief of Police has prescribed a sick leave policy, which is attached as Exhibit "A" hereto. Should changes in such policy become necessary, the Association shall be consulted prior to implementation.

ARTICLE 15: CLOTHING ALLOWANCE

A. Amount:

The following shall represent the entire clothing allowance to be allowed to the members of this Unit during the term of this Agreement: \$850 per year. Uniforms damaged in the line of duty may be replaced by the City according to a policy to be promulgated by the Chief.

B. Eligibility:

It is understood and agreed that only those personnel required to wear uniforms during the course of their duty shall be entitled to a clothing allowance. Sworn personnel assigned to plainclothes investigative duty shall continue to receive uniform allowance based upon uniformed assignments routine to that position.

C. Exception for Extended Leave:

Personnel on extended leave or without pay for more than thirty (30) days shall not receive uniform allowance for the period of absence from duty after the first thirty (30) days of such leave.

D. Paid Annually:

Uniform allowance shall be paid on June 30th of each year.

E. Bullet Proof Vests:

The City shall provide acceptable I.A.C.P. approved bullet-proof vests for each Unit member of the Department, and thereafter, the vest shall be worn at all times when sworn officers are in uniform on duty and by other non-uniformed officers under conditions specified by policy established by the Chief of Police. Exception to mandatory wearing of the bullet-proof vests may be approved by the Police Chief provided that any officer so exempted executes a written acknowledgement relative to the following:

1. Acknowledging the known safety factor of the protection provided by wearing the vests.
2. Agreement to provide a suitable carrier for the vest not being worn.
3. When not worn, the vest will be carried in the patrol vehicle and will be immediately available at all times.
4. Officers will be responsible for repair or replacement of any vest damaged through negligence.

ARTICLE 16: HOLIDAYS

The City agrees to pay holiday pay to covered employees in the following manner: In the first quarter of each year, each employee shall receive pay for three (3) holidays; the second quarter of each year, employees shall receive pay for one (1) holiday; the third quarter of each year, the employees shall receive pay for three (3) holidays; the fourth quarter of each year, employees shall receive pay for six (6) holidays.

Holiday pay shall be paid to the employees on a separate check in each quarter with the checks to be distributed during the first two (2) weeks of each calendar quarter for those holidays accrued in the previous quarter, except that the holiday check for the last quarter shall be distributed on the first pay period in December.

Detectives and other sworn personnel on a specialized assignment (i.e. School Resource Officer) shall be required to be off duty on all recognized holidays. If the Detective or School Resource Officer is called out, that employee shall be compensated at time and one half with previously stated minimums in effect. An exception to this requirement may include a detective or school Resource Officer (or employee on a specialized assignment) receiving advanced approval from the Chief of Police to work a specific holiday (i.e. Admissions Day, Columbus Day). In this instance the detective, School Resource Officer or other eligible employee will be compensated for the holiday in the quarterly method

established for the patrol personnel.

ARTICLE 17: P.O.S.T./EDUCATION INCENTIVE MAINTENANCE

Members of the unit shall receive a monthly incentive pay of \$125 for possession of a POST Intermediate and/or AA Degree from a recognized college in law enforcement, psychology, sociology or other closely related fields that provide benefit to the Police Department as determined by the City, and a monthly incentive pay of \$400 for a POST Advanced Certificate and/or BA/BS Degree from a recognized college in law enforcement, psychology, sociology or other closely related fields that provide benefit to the Police Department as determined by the City.

ARTICLE 18: DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

- A. The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol, or substance abuse testing.
- B. "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following, in conjunction with (b) below:
 - 1. A critical incident has occurred while on duty for the City or at the employee's work location.
 - a. An accident involving a City vehicle or equipment causing damage to property or person, in combination with any factors in "B" below.
 - b. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
 - c. Or employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.
 - 2. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol, or other substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, speech, or body odors. Components of such documentation should include 1) equilibrium, 2) manner of speech, 3) mental reactions, 4) odor of intoxicants on breath or clothing, 5) eyes, 6) general appearance, 7) physical actions, and 8) work behaviors.

ARTICLE 19: DEFERRED COMPENSATION / LONGEVITY PAY PROGRAMS

- A. The City shall continue to maintain the existing ICMA Section 457 plan. The City shall make no contributions to plan. The City agrees to implement a deferred compensation loan program that is authorized by both the ICMA and Section 457 of the Internal Revenue Code as soon as practicable.

- B. In addition to their base salary, employees shall receive longevity pay for years of service with the City of Placerville according to the following schedule:

Years of Service	Total Longevity Pay
10-15 years	2.5%
15-20 years	5.0%
20 or more	7.5%

ARTICLE 20: HOURS OF WORK & SHIFT SCHEDULING

The standard work period is eighty (80) hours or fourteen (14) consecutive days. Employees on modified duty/light duty assignments, Administrative Leave and other assignment as determined by the Police Chief shall be eligible for compensation based on hours worked at the employee's hourly rate up to eighty (80) hours. Employees may be assigned to twelve (12) hour schedule and will be scheduled to work three (3), twelve hour shifts and four (4), twelve hour shifts in consecutive weeks within the work period and be eligible for compensation based on hours worked at the employee's hourly rate to up to eighty-four (84) hours.

Pursuant to Section 7(k) of the Fair Labor Standards Act, as stated in Article 11 of the MOU, employees shall receive time and one-half overtime compensation for all hours worked over eighty-four (84) in the work period.

ARTICLE 21: EMPLOYEE EVALUATIONS

The frequency of employee evaluations shall be modified to intervals coinciding with shift changes wherever possible.

ARTICLE 22: CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments, and facilities in whole or in part; to subcontract or

discontinue work for economic or operational reason; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 23: FULL UNDERSTANDING, MODIFICATION, AND WAIVER

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except for an item within the scope of representation which, if implemented, would have a major impact on the wages, hours, or working conditions of the employees covered by this agreement, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall be required to negotiate, with respect to any matter during the term of this Memorandum of Understanding.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto unless made and executed in writing by all parties hereto, and if required, approved by City Council.

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24: PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the city employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Placerville. Association agrees that the Association will not permit its members to participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage) in any office or department of the City not interfere with any operation of the City during the term of this Agreement (excluding any unilateral extensions of the term of this Agreement by the City of Placerville.) In the event of any such work-stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage during the term of this Memorandum of Understanding (excluding any unilateral extensions of the term of this Agreement), whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If, in the event of any work-stoppage, the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized such work-stoppage, the Association will not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, to include discharge, any employee who participates in any work-stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, as against any such employees.

ARTICLE 25: TERM

This Memorandum of Understanding with any addendums represents the entire agreement between the City and the Association and cancels all previous agreements and becomes of full force and effect as of January 1, 2015, and shall continue in full force and effect until June 30, 2017. There exist no other agreements or inducements, written or oral, concerning the scope of matters contained herein. All provisions of the Personnel Rules, salary resolutions, or other official documents which are within the scope of representation in accordance with Section 3504 of the California Government Code shall remain in full force and effect unless specifically amended by this Memorandum.

ARTICLE 26: SAVINGS

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

The parties hereto have agreed to this Memorandum of Understanding to be executed by affixing their signatures below:

For the City:

For the Association:

Mayor, Patty Borelli



John Meuser, President

Date: _____

Date: 5/5/15

M. Cleve Morris, City Manager

Kim Gillingham, Labor Representative

Date: _____

Date: _____

Patrick Clark, Chief Labor Negotiator

Date: _____