

**MEMORANDUM
OF
UNDERSTANDING**



**BETWEEN
THE CITY OF WEST SACRAMENTO
AND
THE WEST SACRAMENTO POLICE MANAGERS' ASSOCIATION**

Effective July 1, 2017 through December 31, 2020

Table of Contents

1. Recitals	3
2. Wages.....	3
3. Uniform Allowance	6
4. Retirement	7
5. Health and Welfare Benefits	8
6. Sick Leave	13
7. Vacation Leave	13
8. Holidays	15
9. Management Leave	16
10. General Provisions.....	17

1. Recitals

1.1. Parties

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the City of West Sacramento (“the City”) and the West Sacramento Police Managers' Association (“the PMA” or “the Association”).

1.2. Recognition

The City recognizes the PMA as the sole and exclusive bargaining representative for all full-time employees of the City who are in the classification of Police Lieutenant.

1.3. Definitions

1.3.1. Appointing Authority

The Appointing Authority shall mean the City Manager or designee.

1.3.2. Chief of Police

The Chief of Police or designee.

1.3.3. City Manager

The City Manager or designee.

1.3.4. Department

Department shall mean the Police Department.

1.3.5. Employee

Employee shall mean an employee in the bargaining unit represented by the Association.

2. Wages

2.1. Rates of Pay

2.1.1. Hourly Rate of Pay

The hourly rate of pay shall mean the employee’s current hourly rate without any additional pays.

2.1.2. Regular Rate of Pay

The regular rate of pay shall mean the employee's current hourly rate of pay plus all incentives (including Education, Medical in Lieu (opt out), and Bilingual) pay for which the employee qualifies under the MOU.

2.1.3. Separation Rate of Pay

The separation rate of pay for all employees shall mean the employee's current hourly rate of pay at time of separation plus the following incentives: Bilingual, and Education, for which the employee qualifies under this MOU.

2.2. Salary

2.2.1. Salary Adjustments

- July 1, 2018

- o The classification range of Police Lieutenant shall receive a salary adjustment of two-point eight five percent (2.85%), and employees shall receive a two-point eight five percent (2.85%) general salary increase.

- July 1, 2019

- o The classification range of Police Lieutenant shall receive a salary adjustment of five percent (5%), and employees shall receive a five percent (5%) general salary increase.

- July 1, 2020

- o The classification range of Police Lieutenant shall receive a salary adjustment of five percent (5%), and employees shall receive a five percent (5%) general salary increase.

2.2.2. Salary Schedule

For employees hired prior to July 1, 2018, there will be no steps in the salary range. Each range has a minimum and a maximum monthly salary for the classification (Appendix A). Advancement within the salary range shall not be automatic but shall be contingent upon completion of their annual evaluation.

Upon promotion to the Police Lieutenant classification, current City employees existing at the time of ratification/approval of this MOU will continue to be placed within the salary range with no steps.

For employees hired after June 30, 2018, the salary range consists of nine (9) steps (A through I) with approximately two-point five percent (2.5%) between each step (Appendix A). Advancement to the next step in the range is contingent upon obtaining a "satisfactory" or higher rating on their annual performance evaluation.

2.2.3. Retention Bonus Pay

Effective the payroll period which pays on November 2, 2018, current employees hired with City after June 26, 2016, will receive a one-time, non-PERSable lump sum payment per person in flat dollars equivalent to five percent (5%) in salary increase.

2.3. Bilingual Pay

Employees possessing and utilizing bilingual skills on duty shall receive bilingual pay in the amount of five percent (5.0%) of their hourly rate of pay. The number of employees, the languages available, and the qualification requirements will be determined by the City.

2.4. Call Back Pay

Employees called back to work for shall be paid at hourly rate of pay for the duration of the call back. The employee can take this in the form of pay or compensatory time off.

2.5. Mutual Aid and Other Responses

Employees shall be paid at the rate of time and one-half (1.5) their regular rate of pay for mutual aid response through the California Mutual Aid System and for call-out and response through the California Office of Emergency Services.

Employees shall be paid at the rate of time and one-half (1.5) their regular rate of pay in the event of an unusual or prolonged emergency situation within the City of West Sacramento as approved by the City Manager.

2.6. Special Event Pay

The city agrees to reopen the terms and conditions of section 2.6 within 30 days of ratification and approval by the City Council.

2.7. 401(a) Money Purchase Plan

The City contributes one-point five percent (1.5%) of the employee's hourly rate of pay to a 401(a) Money Purchase Plan.

2.8. Educational Incentive

Upon verification, employees shall receive four percent (4.0%) of their hourly rate of pay for a Bachelor's Degree. The maximum incentive under this section shall be four percent (4%). The issuance date of the Bachelor's Degree shall be used for the implementation date of the incentive pay.

3. Uniform Allowance

3.1.

When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s). The required uniform and equipment for each classification will be contained in a policy and furnished to the Association on an annual basis. Employees are required to meet Department uniform standards.

3.2.

Employees who damage their clothing or personal items while working shall be reimbursed according to the provisions of the City Administrative Policy II-E-8.

3.3.

The City shall provide sworn employees with level three A (3A) soft body armor with trauma plate and replace the body armor when damaged or prior to the manufacturer's expiration date.

4. Retirement

4.1. CalPERS Retirement

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

4.1.1.

Police Safety Members hired prior to October 8, 2011, shall receive the 3% @ 50 formula, highest twelve (12) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 50 enhanced retirement formula. These employees pay four point three two five percent (4.325%) to share in the cost of the 3% @ 50 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

4.1.2.

Police Safety Members hired between October 8, 2011, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 55 enhanced retirement formula. These employees pay four point three-two-five percent (4.325%) to cost share for the 3% @ 55 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will also pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

4.1.3

New Police Safety Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2.7% @ 57 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

These Police Safety Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

5. Health and Welfare Benefits

5.1. City Contributions for Dental, Vision and Medical

Association Members will be covered under the CalPERS medical program (PEHMCA) using the unequal minimum contribution methodology. The Dental Plan is self-insured through Delta Dental. Vision is offered through Vision Service Plan. Effective July 1, 2018, or the first pay period of the month following ratification and Council approval, the City's contribution to the cafeteria plan for employee only will be equal to cover one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision; for employee plus one, the cafeteria plan will be an amount equal to eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the employee plus one dental and vision plans; and, for employee plus two or more, the cafeteria plan will be

an amount equal to eighty five percent (85%) of the PORAC plan for employee plus two or more and eighty five percent (85%) of the employee plus two or more dental and vision plans.

5.1.1.

After 2019 rates take effect, the City contribution will be capped at the 2019 contribution amounts thereafter (i.e. equal to cover one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision; for employee plus one, the cafeteria plan will be an amount equal to eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the employee plus one dental and vision plans; and, for employee plus two or more, the cafeteria plan will be an amount equal to eighty five percent (85%) of the PORAC plan for employee plus two or more and eighty five percent (85%) of the employee plus two or more dental and vision plans up to the 2019 contribution levels).

5.2. Share the Savings

Employees hired prior to July 1, 2018, who choose not to participate in any of the City's medical plans ("opt out") and show proof of other group health care coverage, shall receive four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected.

New employees hired on or after July 1, 2018, who opt out will receive four hundred and seventy-five dollars (\$475) and City paid dental/vision at the employee only rate. Employees can purchase up to the family rate with the opt out funds.

5.3. Retiree Medical Benefits

5.3.1. Employees Retired Prior To July 1, 2018

Employees will receive one hundred percent (100%) of medical premiums to be paid by the City not to exceed eight-hundred dollars (\$800) per month. Dental and Vision premiums are to be paid by the retiree. Employees hired after July 1, 2010 must have ten (10) years of service with the City in order to receive this benefit. Should the retiree not elect to participate in dental after retirement or cancels coverage, he/she cannot re-elect coverage during open enrollment. Vision is offered for up to 18 months (COBRA) and is paid by the retiree.

5.3.2. Employees Retired After June 30, 2018, and Active at the Time of Ratification and Approval of MOU In July 2018, and Promoted from Within The City

5.3.2.1. Employees Hired Before January 1, 2002

Employees hired before January 1, 2002, will receive retiree medical benefits to be provided through PEHMCA. One hundred percent (100%) of the premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. Dental and Vision premiums are to be paid by the retiree. Should the retiree not elect to participate in dental after retirement or cancels coverage, he/she cannot re-elect coverage during open enrollment. Vision is offered for up to 18 months (COBRA) and is paid by the retiree. The City agrees not to change the terms and conditions of retiree health benefits contained in the Retiree Health Benefits Information Guide (RHBIG) without meeting and conferring with the Association.

5.3.2.2. Employees Hired After December 31, 2001

Employees hired after December 31, 2001 will receive retiree medical benefits pursuant to the following formula:

10 years of service= 50% of premiums

15 years of service= 75% of premiums

20 years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

Dental and Vision premiums are to be paid by the retiree. Should the retiree not elect to participate in dental after retirement or cancels coverage, he/she cannot re-elect coverage during open enrollment. Vision is offered for up to 18 months (COBRA) and is paid by the retiree. The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

5.3.2.3. Employees Hired After June 30, 2014

Employees hired after June 30, 2014 will receive retiree medical benefits pursuant to the following formula:

10 years of service= 50% of premiums

15 years of service= 75% of premiums

20 years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier, and not to exceed one thousand two hundred (\$1,200) dollars per month. Dental and Vision premiums are to be paid by the retiree. Should the retiree not elect to participate in dental after retirement or cancels coverage, he/she cannot re-elect coverage during open enrollment. Vision is offered for up to 18 months (COBRA) and is paid by the retiree.

5.3.2.4.

For employees who fall under sections 5.3.2.1, 5.3.2.2, and 5.3.2.3, upon reaching age 65 and Medicare eligibility, the City's reimbursement of retiree medical premiums shall be reduced and shall not exceed eight-hundred dollars \$800 per month.

5.3.3. Employees Retired After June 30, 2018, and Active at the Time of Ratification and Approval of MOU In July 2018, Hired from Outside the City

Employees will receive one hundred percent (100%) of medical premiums to be paid by the City not to exceed eight-hundred dollars (\$800) per month. Dental and Vision premiums are to be paid by the retiree. Employees hired after July 1, 2012 must have ten (10) years of service with the City in order to receive this benefit. Should the retiree not elect to participate in dental after retirement or cancels coverage, he/she cannot re-elect coverage during open enrollment. Vision is offered for up to 18 months (COBRA) and is paid by the retiree.

5.3.4. Employees First Hired on Or After July 1, 2018

For employees first hired on or after July 1, 2018 the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA).

The following contributions shall also be made to the employees Retiree Health Savings Account (RHS). After accruing ten (10) continuous years of service with the City, and upon separation from the City, employees may draw from the City contribution in this account. Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.

- From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account
- After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.
- After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.
- After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account.

5.3.5.

Employees who separate from the City but are rehired into a POA or PMA classification shall be entitled to the Retiree Medical benefits tier associated with their original date of hire.

5.3.6.

Employees shall contribute ten dollars (\$10) per month to be used to reduce the unfunded liability for retiree medical.

5.4 Life Insurance

The Life Insurance is a \$24,000 term life insurance policy with \$1,000 coverage for a spouse and children aged 6 months to 23 years and \$100 coverage for children aged 14 days to 6 months. Premiums shall be paid by the employee.

6. Sick Leave

6.1. Accrual of Sick Leave

Employees shall be entitled to sick leave with pay which shall accrue at the rate of eight (8) hours for each month of service commencing with the date of employment.

- Employees hired on or before the fifteenth (15th) day of a month shall be credited with eight (8) hours of sick leave for that month.
- Employees hired after the fifteenth (15th) day of a month shall have sick leave credited to them beginning the first (1st) day of the following month.

6.2. Pay Out of Sick Leave

Upon layoff or death, one-half (.5) of the value of an employee's accumulated sick leave will be paid to the employee or their beneficiary at their separation rate of pay.

Employees who retire have the option to choose between a cash-out of up to one-half (.5) of their unused sick leave at their separation rate of pay, with the remaining balance reported to CalPERS as service credit; in lieu of any cash-out, up to one hundred percent (100%) of unused sick leave will be reported to CalPERS as service credit.

7. Vacation Leave

7.1. Vacation Accrual

Employees shall accrue vacation leave based on their continuous years of full-time employment with the City as follows:

7.1.1

Starting with the first year of employment, each employee shall be entitled to eighty (80) hours of vacation leave with pay. Such vacation leave shall accrue at the rate of eighty (80) hours per year until such employee has served continuously for five (5) years.

7.1.2.

Each full-time employee who has served continuously for five (5) years shall be entitled one hundred twenty (120) hours of vacation leave with pay per year up to ten (10) years.

7.1.3.

Each full-time employee who has served continuously for ten (10) years shall be entitled to one hundred sixty (160) hours of vacation leave with pay per year up to twenty (20) years.

7.1.4.

Each full-time employee who has served continuously for twenty (20) years or more shall be entitled to two hundred (200) hours of vacation leave with pay per year.

7.1.5. Maximum Vacation Accrual

Employees with less than twenty (20) years of service may accrue a maximum of two hundred and forty (240) hours. Employees with twenty years of service or more may accrue a maximum of three hundred (300) hours.

7.2. Vacation Buy Back

Employees shall have the option to have their vacation accruals, as of July 1, 2018, bought down to forty (40) hours below the vacation maximum cap, to two hundred (200) hours for employees with less than 20 years of service to the City, and to two hundred and sixty (260) hours for employees with more than 20 years of service to the City. Those hours shall be converted to a dollar amount based on the employee's regular rate of pay as of July 1, 2018, and paid the first pay period following ratification and approval by the City Council.

7.3. Vacation Scheduling

7.3.1.

Vacations may be taken as vacation hours are accrued, subject to approval by the Chief of Police.

7.3.2.

The time for and scheduling of vacations shall be subject to approval by the Chief of Police and coordination by the Department with other employees.

7.4. Vacation Pay upon Termination

Upon leaving employment, an employee shall be cashed out of their accrued vacation at their separation rate of pay.

8. Holidays

8.1. City Holidays

Employees shall earn eighty (80) hours of holiday time per calendar year as listed in Section 8.1.1.. Holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs). Upon separation, employees are not entitled to any payout for unused holiday time (no cash out).

8.1.1. City Holidays

New Year's Day (January 1)

Martin Luther King, Jr.'s Birthday (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (last Thursday in November)

Day After Thanksgiving (last Friday in November)

Christmas Day (December 25)

8.1.2.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday.

When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

8.2. Floating Holidays

Employees shall accrue twenty-eight (28) hours of floating holiday annually at the beginning of the fiscal year, July 1. An employee appointed during the period from July 1 through December 31 shall be entitled to twenty-eight (28) hours for that fiscal year. An employee appointed during the period from January 1 through March 31 shall be entitled to eight (8) hours for the remainder of the fiscal year. An employee appointed during the period from April 1 through June 30 shall not be entitled to any floating holiday hours for that fiscal year.

8.3. Compensation for Work on Holidays

If an employee is required to work on a day being observed as a City holiday, the employee shall be paid at time and one-half (1-1/2) the employee's regular rate of pay plus retain the holiday hours to be used within the fiscal year or be compensated for same prior to the fiscal year end.

8.3.1.

If a holiday occurs during the time an employee is on an excused absence without pay, the employee shall not be entitled to receive pay for the holiday.

8.3.2.

When any of the above holidays fall during a regularly scheduled paid leave period, or the employee is on sick leave, the employee will receive holiday time in lieu of being charged the appropriate leave time.

8.3.3.

Should a holiday be observed on an employee's regularly scheduled day off, the employee shall be compensated for eight (8) hours work at their regular rate of pay or may retain the holiday hours to be taken at a later time within the same fiscal year at the employee's choice.

9. Management Leave

Employees shall receive eighty (80) hours of management leave annually on July 1. Employees hired during the fiscal year shall receive a pro-rated amount of management leave for that year. Management leave has no cash value.

10. General Provisions

10.1. Integration

This MOU constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in the MOU or not.

10.2. Prior Agreements

It is agreed that the terms and conditions of the MOU itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this MOU shall supersede all earlier proposals, conversations, practices or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to this MOU.

10.3. Other Matters

The parties agree that no agreement was reached on other matters discussed and that the City is not obligated to make any changes or take any action regarding them. The City reserves the right to make organizational changes with notice to the Association.

10.4. Alteration

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10.5. Severability

If any provision of the MOU is determined to be invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of such provision is restrained by any tribunal, the remainder of this MOU shall not be affected thereby. If any portion of this MOU is so held to be invalid, or if compliance with any provision is restrained, the City is authorized to take immediate action to achieve compliance with the laws, provided that the City shall give notice to the Association prior to such action and the City shall provide the Association with an opportunity to meet and confer within

thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

10.6. Implementation

The provisions of the MOU, except as provided herein, shall supersede any City ordinances and resolutions currently in effect for the term of this MOU to the extent that they are inconsistent with the provisions of the MOU.

10.7 Term

Except as set forth in this document, the MOU shall become effective July 1, 2017, following ratification by the Association and adoption by the City Council and shall remain in full force and effect to and including December 31, 2020. The parties agree to begin bargaining for a successor MOU by October 31, 2020.

The economic components in Section 2.2.1, Salary Adjustment, are contingent upon the successful passage of the November 2018 tax measure. Should the tax measure fail, all increases after November 3, 2018, in the above referenced section shall be voided and the contract will expire on December 31, 2019. The parties agree to begin bargaining for a successor MOU by October 31, 2019, should the November 2018 tax measure fail.

10.8. Waiver

The waiver by the City or any of its officers or employees or the failure of the City or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such a term, covenant, or condition or subsequent breach of the same, or of any other term, covenant, or condition of this agreement.

Dated: _____

Christopher Cabaldon, Mayor
City of West Sacramento

Nathan Steele
West Sacramento Police Managers' Association

Michael Jarvis, Labor Consultant
Mastagni Law