

**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF WOODLAND
AND THE
WOODLAND POLICE
MID-MANAGEMENT UNIT**

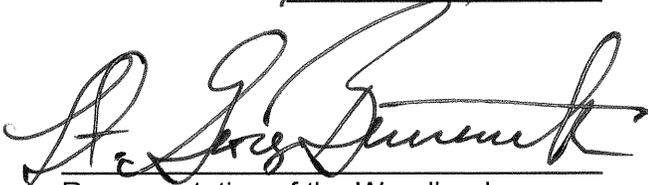
JULY 1, 2009 TO JUNE 30, 2012

MEMORANDUM OF UNDERSTANDING
CONCERNING POLICE MID-MANAGEMENT UNIT EMPLOYEES
OF THE
CITY OF WOODLAND

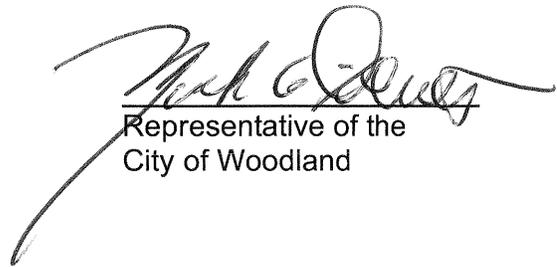
The City of Woodland and the Woodland Police Mid-Management employees by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Mid-Management Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland.

DATED:

9-1-09



Representative of the Woodland
Police Mid-Management Employees



Representative of the
City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 1st day of September 2009.



Mayor

RESOLUTION NO. 5041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE MID-
MANAGEMENT EMPLOYEES

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ARTICLE I GENERAL PROVISIONS

1.0 Application.

This Resolution applies to the employees employed by the City of Woodland in the following classifications:

Police Captain
Police Lieutenant

1.1 Term (MODIFIED)

The term of this agreement is July 1, 2009 to June 30, 2012.

ARTICLE II COMPENSATION

2.1 Salary (MODIFIED)

2.1.1 Salary Adjustments: During the term of this agreement, represented employees shall receive the following adjustments to salary:

Effective July 1, 2011, a 4% salary increase (Exhibit A)

2.2 Furloughs (NEW)

2.2.1 Unit employees agree to an unpaid furlough of 96 hours in fiscal year 2009/10 and 2010/11. Hours will be deducted in equal amounts from each monthly paycheck, commencing August 2009 and continuing for 24 months.

Each represented employee will receive an additional 96 hours of Administrative leave in fiscal year 2009/10 and 2010/11 (152 administrative hours annually). Each represented employee agrees not to "buy back" or use these additional administrative leave hours for the term of the agreed upon furlough period; except in the case of the retirement of a represented employee. In the case of a represented employee's retirement, the administrative leave accrued can be sold back as pro-rated, based on the month of retirement during the fiscal year. Additionally, the maximum number of administrative leave hours that can be carried forward annually will be increased from the current maximum on June 30, 2009 (384), plus 96 hours effective July 1, 2009 (480), and plus 96 hours effective July 1, 2010 (576).

2.2.2 The City agrees they will not implement layoffs for any member for the period of July 1, 2009 through June 30, 2010.

2.2.3 In the event a non-safety bargaining unit is required to complete less than 96-hours of furloughs for the period of July 1, 2010 through June 30, 2011, the unit would be entitled to re-open the issue of furloughs for fiscal year 2010/11. The re-opener would be limited to only furloughs.

2.4 Uniform Allowance

2.4.1 Bi-Annual Payments. Employees covered by this Resolution required by the Police Chief to wear a uniform shall receive Nine Hundred (\$900) Dollars annually. Payment shall be made on bi-annual basis on August 1 and December 1. This uniform allowance is paid in advance. Should a represented employee leave employment after payment, a pro-rated portion of the advance uniform allowance payment will be deducted from final payments made by the City. Prorating shall be calculated on a whole month basis.

2.4.2 Body Armor. The City will replace soft body armor within six (6) months of the expiration of the manufacturer's warranty.

2.5 Longevity Pay (MODIFIED)

2.5.1 The City shall pay longevity pay according to the following schedule on the last pay day before Christmas each year.

<u>Length of Service</u>	
10 years	\$225.00
15 years	\$275.00
20 years	\$325.00

2.5.2 Effective July 1, 2011 Longevity Pay shall be amended as follows.

Length of Service	
10 years	\$1,000.00

2.6 Out of Class Work (NEW)

2.6.1 Assignment to perform work of a higher level classification: Employees assigned by their supervisors to perform the essential duties of a higher level classification shall receive an additional five percent (5%) of base pay as out of class compensation. Payment shall continue for the term of the assignment to the higher level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.6.2 Assignment as Acting Department Head: In the case of assignment as an acting department head, the compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher level

classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

- 2.6.3 Assignment of duties beyond the scope of employee's classification: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay.

2.7 Professional Growth Incentive

- 2.7.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

2.8 Pay for Performance (NEW)

- 2.8.1 Effective July 2011, unit employees will be covered under the City's adopted (7/15/2000) Incentive Compensation Award (ICA) on a pilot basis. In implementing this program
 - 2.8.1.1 Goals and objectives will be set on July 1, 2010 with initial compensation adjustments due July 1, 2011.
 - 2.8.1.2 Employees not at the top step of their salary may earn up to 7% of base pay for superior performance.
 - 2.8.1.3 Employees at the top step of their range will receive a 2.5% merit adjustment unless they receive an unsatisfying rating in any ICA evaluation category. They will also be eligible for up to an additional 2.5% merit adjustment for superior performance as measured by the ICA.

2.9 Bilingual Pay

- 2.9.1 Employees covered by this resolution shall be eligible for the City's Bilingual Policy. Employees meeting the policy's designation criteria

shall receive additional compensation above their regular salary at a rate of \$150 per month.

ARTICLE III RETIREMENT

3.1 Retirement

3.1.1 PERS Retirement

3.1.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement

3.1.1.2 Employee/Employer Contributions. The employee's retirement contribution shall be a total of 13% pursuant to Public Employee Retirement Law Section 20516. The City will continue to only pay 9%; safety employees shall pay the additional 4%. The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow this payment on a pre-tax basis. This additional 4% of salary is to help pay for the cost of the enhanced 3.0% @ 50 retirement formula.

3.1.1.3 The City shall continue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation. Pursuant to Section 20023 (c)(4) of the Public Employees Retirement Law, these retirement contributions (nine (9%) percent shall then be considered compensation for retirement purposes

3.1.2 Supplemental Benefits

3.1.2.1 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21380 et.seq.

3.1.2.2 The City provides the sick leave conversion benefit as specified in the government Code, Section 20862.8.

3.1.2.3 The City provides the 12 highest paid consecutive months benefit as specified in the Government Code, Section 20024.2.

3.1.2.4 The City has amended its contract with PERS to include the military buy-back option (Section 20930.3) for employees and retirees.

3.1.3 The City will request from PERS an actuarial estimate for the Pre-retirement Option 2 Death Benefit option. The City and police management employees will execute a side letter of agreement

addressing the steps to be taken upon receipt of the actuarial study.

3.1.4 The parties agree to meet and confer upon receipt of the study results.

3.2 Deferred Compensation

3.2.1 The City shall make available at least two deferred compensation carriers from which employees can choose to use for deferred compensation.

ARTICLE IV BENEFITS

4.1 Medical Insurance (MODIFIED)

4.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

4.1.2 For Employees **hired before July 1, 2006**, the City provides a two tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$565 per month.

4.1.2.2 Employees hired before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled:

- Tier One: Employee Only and Employee plus One \$810
- Tier Two: Employee plus Family \$1060

4.1.3 For Employees **hired on or after July 1, 2006**, the City provides a three tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.3.1 Employees hired after July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.3.2 Employees hired after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled:

- Tier One: Employee Only \$405
- Tier Two: Employee plus One \$810
- Tier Three: Employee plus Family \$1060

4.1.4 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective **July 1, 2009 through December 31, 2011**, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	\$101.00	Note 3	\$515
Employee plus one	\$101.00	Note 3	\$1020
Employee plus family	\$101.00	Note 3	\$1335

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee only" tier shall receive medical insurance coverage and cafeteria plan benefit equal to the "Employee plus one" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$101 from the January 2009 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Effective January 1, 2012 the total benefit above will be increased by the dollar amount necessary for the City to pay the full cost of the third highest plan available in the region Woodland is located in (currently Bay Area region) excluding PERS Care.

4.2 Medical Insurance Upon Retirement (MODIFIED)

- 4.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees.
- 4.2.2 For employees who were **hired before July 1, 2006**, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:
 - 4.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;
 - 4.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees;
 - 4.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.
 - 4.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;
 - 4.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and
 - 4.2.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.

- 4.2.3 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:
- 4.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the “Medical Benefit” reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
 - 4.2.3.2 Retirement Health Savings Plan. As soon as practical following ratification of this MOU by the City Council, the City of Woodland will establish a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.
 - 4.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City’s RHSP is mandatory.
 - 4.2.3.2.2 Contributions: The City shall contribute \$50 per month to the employee’s RHSP account; likewise, the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of \$50 per month for each month served in the employee’s initial probation.
 - 4.2.3.2.3 Initial Probationary Period. During an employee’s initial probationary period with the City, neither the employee nor the City shall contribute to the employee’s RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.
 - 4.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee’s RHSP account. This results in all sick leave earned

above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.

4.3 Life Insurance (MODIFIED)

4.3.1 Active Employees. The City shall continue to provide life insurance coverage in the amount of Fifty Thousand Dollars (\$50,000).

4.3.2 Retired Employees. Retirees shall be eligible for continued life insurance coverage subject to the following terms and conditions:

4.3.2.1 Employees 50 years old or older who "retire" from City Service but postpone application to receive PERS retirement benefits must pay the premiums for any continued life insurance coverage until the application for benefits is approved;

4.3.2.2 The City shall pay the premiums for eligible retired employees who have maintained the applicable life insurance coverage and whose application for PERS retirement benefits has been approved;

4.3.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.

4.4 Dental Insurance

4.4.1 City shall continue to provide employees identified in Section 1.0 of this Resolution and, at the employees request, any eligible dependents, coverage in the City's dental insurance plan provided to other employees. This benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.5 Long Term Disability Insurance

4.5.1 All represented members will have \$68.57 added to their monthly salary payment.

4.5.1.1 The City provides a monthly disbursement to the Police Mid-Management Association of \$68.57 per member

deducted from each employee's net pay (or such other amount as determined by the Association).

4.5.1.2 Police Mid-Management assumes responsibility of making long term disability payments and any other related benefits from the City provided payment.

4.5.1.3 The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the designated amount. Police Mid-Management shall hold harmless and indemnify the City for any liability as a result of implementation of long-term disability insurance program.

4.6 Vision/Optical Insurance

4.6.1 The City shall provide employees covered by this Resolution with vision insurance.

4.7 Flexible Spending Account

4.7.1 The City agrees to establish a provision allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

4.8 Use of Tobacco Products

4.8.1 Employees hired after July 1, 2006 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE V LEAVES

5.1 Vacation Leave

5.1.1 The vacation leave earning rate shall be as follows:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	6.7 hours (10 days/year)
4 to 5 years	8.7 hours (13 days/year)
6 to 10 years	10 hours (15 days/year)
11 to 15 years	12 hours (18 days/year)
16 years and over	14 hours (21 days/year)

5.1.2 Employees with less than ten (10) years of service may carry over a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10)

years of service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year.

- 5.1.3 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for eighty (80) hours of the accrued time, provided that the employee is taking at least one (1) consecutive week vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than eighty (80) hours of vacation per fiscal year.

5.2 Holidays

- 5.2.1 Each employee shall receive an additional 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave are subject to the same rules and regulations pertaining to vacation leave.

5.3 Administrative Leave (MODIFIED)

- 5.3.1 Effective July 1 of each year of this agreement, represented employees in the classification in Section 1.0 above will receive fifty six (56) hours of administrative leave. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave with the following exceptions:

- 5.3.1.1 Except as noted in 5.3.1.2 below, each employee may, at his/her request, have up to eighty (80) unused hours of the bank paid directly to him/her at their hourly rate of pay in effect at the time of the request.

- 5.3.1.2 Represented members who were appointed to the rank of Lieutenant or Captain after July 1, 2006, shall also receive fifty-six (56) hours of administrative leave each July 1.

- 5.3.2 In the Memorandum of Understanding that expired on June 30, 2006, ninety six (96) hours of administrative leave was provided to each represented employee; however, effective with the start of this MOU, forty (40) of the ninety six (96) hours were removed from Administrative Leave and the value added to base salary.

5.4 Catastrophic Illness or Injury

- 5.4.1 Represented employees may donate portions of their vacation or administrative leave accumulations to other employees who have

suffered catastrophic illness or injury. Employees receiving donation of time from other employees must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE VI WORKING CONDITIONS

6.1 Work Hours

6.1.1 Work hours for represented employees shall be those agreed to between the employee and the Police Chief.

6.2 Probationary Period

6.2.1 The probationary period for employees hired or promoted into positions covered by this Resolution shall be one (1) year.

ARTICLE VII

7.1 Other Compensable Items Not Set Forth Herein

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

PASSED AND ADOPTED this first day of September 2009 by the following vote:

AYES: Council Members Dote, Marble, Monroe, Pimentel, Davies
NOES: None
ABSTAIN: None
ABSENT: None



Marlin H. Davies, Mayor

ATTEST:



Susan L. Vannucci, Director of
Administrative Services/City Clerk

Exhibit A - Salary Schedule
Woodland Police Mid-Management Employees
July 1, 2009-June 30, 2012

Base Salary

Effective Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Lieutenant								
July 1, 2009	\$7,508.33	\$7,883.74	\$8,277.93	\$8,691.83	\$9,126.42	\$9,582.74	\$10,061.88	\$10,564.97
<i>Annual</i>	<i>\$99,099.92</i>	<i>\$94,604.92</i>	<i>\$99,335.17</i>	<i>\$104,301.92</i>	<i>\$109,517.02</i>	<i>\$114,992.87</i>	<i>\$120,742.51</i>	<i>\$126,779.64</i>
July 1, 2010	\$7,508.33	\$7,883.74	\$8,277.93	\$8,691.83	\$9,126.42	\$9,582.74	\$10,061.88	\$10,564.97
<i>Annual</i>	<i>\$99,099.92</i>	<i>\$94,604.92</i>	<i>\$99,335.17</i>	<i>\$104,301.92</i>	<i>\$109,517.02</i>	<i>\$114,992.87</i>	<i>\$120,742.51</i>	<i>\$126,779.64</i>
July 1, 2011	\$7,808.66	\$8,199.09	\$8,609.05	\$9,039.50	\$9,491.48	\$9,966.05	\$10,464.36	\$10,987.57
<i>Annual</i>	<i>\$93,703.96</i>	<i>\$98,389.16</i>	<i>\$103,308.60</i>	<i>\$108,474.00</i>	<i>\$113,897.76</i>	<i>\$119,592.60</i>	<i>\$125,572.32</i>	<i>\$131,850.84</i>
Captain								
July 1, 2009	\$8,259.16	\$8,672.12	\$9,105.72	\$9,561.01	\$10,039.06	\$10,541.01	\$11,068.06	\$11,621.47
<i>Annual</i>	<i>\$99,109.92</i>	<i>\$104,065.41</i>	<i>\$109,268.68</i>	<i>\$114,732.12</i>	<i>\$120,468.72</i>	<i>\$126,492.16</i>	<i>\$132,816.77</i>	<i>\$139,457.60</i>
July 1, 2010	\$8,259.16	\$8,672.12	\$9,105.72	\$9,561.01	\$10,039.06	\$10,541.01	\$11,068.06	\$11,621.47
<i>Annual</i>	<i>\$99,109.92</i>	<i>\$104,065.41</i>	<i>\$109,268.68</i>	<i>\$114,732.12</i>	<i>\$120,468.72</i>	<i>\$126,492.16</i>	<i>\$132,816.77</i>	<i>\$139,457.60</i>
July 1, 2011	\$8,589.53	\$9,019.00	\$9,469.95	\$9,943.45	\$10,440.62	\$10,962.65	\$11,510.79	\$12,086.33
<i>Annual</i>	<i>\$103,074.32</i>	<i>\$108,228.03</i>	<i>\$113,639.43</i>	<i>\$119,321.41</i>	<i>\$125,287.48</i>	<i>\$131,551.85</i>	<i>\$138,129.44</i>	<i>\$145,035.91</i>