



**M E M O R A N D U M**  
**Finance Department**

**DATE:** September 26, 2006  
**TO:** City Council  
**FROM:** Dave Warren, Director of Finance  
**SUBJECT: POLICE OFFICERS' ASSOCIATION MEMORANDUM OF UNDERSTANDING**

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**RECOMMENDATION:**

Authorize the Mayor, City Manager, and the City's labor negotiator to execute a Memorandum of Understanding with the Placerville Police Officers' Association

**BACKGROUND:**

Over the past several months, the City's labor negotiator has conducted collective bargaining sessions with the Placerville Police Officers' Association (PPOA) for Fiscal Years 2006/2007 and 2007/2008. The City and the PPOA have recently reached a tentative agreement as outlined in the attached Memorandum of Understanding (MOU). Tonight, staff is requesting the Council to authorize the Mayor, City Manager, and the City's labor negotiator to execute the MOU.

**ANALYSIS:**

The MOU encompasses the period of July 1, 2006 to June 30, 2008. For the most part, the MOU language has remained the same. The most significant changes are as follows:

- Term of Agreement: Two Years
- 4.50% salary increase for Fiscal Year 2006/2007
- 4.50% salary increase for Fiscal Year 2007/2008 (contingent upon Measure J's financial ability)
- Increase in intermediate certificate P.O.S.T. pay from \$107 to \$125 per month
- Increase in advanced certificate P.O.S.T. pay from \$381 to \$400 per month
- Reopen language for medical insurance in the event that CalPERS eliminates the Blue Shield EPO in El Dorado County
- Addition of the Traffic Enforcement Officer position to the list of specialized assignment receiving additional compensation equal to 5% of base salary

**FISCAL IMPACT:**

The entire cost of the settlement will be borne by the Measure J Fund. The 4.50% salary increase for Fiscal Year 2007/2008 (year two) is contingent upon the Measure J Fund's ability to afford the cost of the salary increase. The PPOA has agreed to meet with the City on or around May 1, 2007 to discuss the Measure J Fund's financial position and its ability to afford the 4.50% COLA increase in year two.

If the City Council determines that the Measure J Fund is unable to pay for the 4.50% salary increase in year two, the City and the PPOA have agreed to reopen negotiations solely on economic issues. Tonight, staff respectfully requests the Council to authorize the execution of the MOU as presented.

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Dave Warren  
Director of Finance

Reviewed and Approved:

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John Driscoll  
City Manager/City Attorney

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**PLACERVILLE POLICE OFFICERS ASSOCIATION**

**AND**

**CITY OF PLACERVILLE, CALIFORNIA**

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**TERM OF AGREEMENT**

**JULY 1, 2006 THROUGH JUNE 30, 2008**

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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 eighth day of August, 2006, for the term commencing on July 1, 2006 and through June 30, 2008.

**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  
487 Main 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 Officer's 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.

**ARTICLE 6: SALARIES AND INCENTIVES**

A. Wages:

Retroactive to the first full pay period in July 2006, the City shall provide a four and one-half percent (4.5%) salary increase to all employees. Effective the first full pay period in July 2007, the City shall provide a four and one-half percent (4.5%) salary increase to all employees contingent upon the City's financial ability to meet the MOU commitments outlined in Section B.

B. Financial Ability to Meet MOU Commitments:

On or about May 1, 2007, the City and the Association shall meet to discuss the Measure J Fund and its ability to pay for the intended 4.5% increase in base salary effective the first full pay period in July 2007. Such analysis shall include current Measure J Fund operating revenues versus expenditures, any savings from position vacancies normally paid for by the Measure J Fund, status of the Measure J Fund reserves, actual increases and anticipated increases in health insurance, retirement contributions, workers compensation insurance, and other employee costs, and their impact to the Measure J Fund's ability to pay for the scheduled 4.5% increase.

If after such analysis the City Council determines that the Measure J Fund is unable to pay for the 2007/2008 wage increase, the City and Association agree to reopen negotiations solely on economic issues.

**ARTICLE 7: PERS RETIREMENT**

- A. Full time employees - the City agrees to maintain the current PERS 3% at 50 modified plan.
- B. The City shall pay the 9% employee's share of PERS.
- C. 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.

**ARTICLE 8: INSURANCE**

A. Health Benefits:

1. Health Insurance Plan Equal Contribution

The City will continue its contract with the California Public Employees Retirement System (PERS) for medical insurance under its Public Employees Medical and Hospital Care Program, and will pay sixty four dollars and sixty cents (\$64.60) per month for each employee enrolling himself/herself, and where applicable, his/her eligible dependents in one of the medical plans offered by PERS.

2. Additional City Contribution for Active Employees

- a. The City will pay the following health insurance benefit amounts for each active employee enrolling himself or herself and his or her eligible dependents in any of the available PERS medical plans during the term of this MOU. These amounts are currently as follows:

Employee Enrolling as 1 Party	\$339.99
Employee Enrolling as 2 Party	\$744.58
Employee Enrolling as Family	\$987.34

- b. Active employees may select any medical insurance plan offered by PERS, provided the employee pays the difference in the premium and benefit amounts listed above.

3. Health Insurance Premium Increases

Employees participating in the Blue Shield EPO plan shall pay twenty percent (20%) of any new health insurance premium increases. Measure J Funds shall be used to pay any eligible health insurance premiums that are the obligation of employee as outlined under Article 8 of this MOU. In the event CalPers, the City's current health insurance provider, gives the City notice that it intends to eliminate the Blue Shield EPO Plan, City and the PPOA agree to reopen this MOU for the sole purpose of



"meeting and conferring" on alternative health plans.

4. 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 dollars (\$300.00) 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.

B. Retiree Health Insurance:

The City shall offer the medical insurance plans available from PERS to employees who retire from City service, and to current retirees who are otherwise eligible to participate in PERS health plans as determined by PERS, subject to the following conditions:

1. The retiree and his/her dependents must be eligible to enroll in a PERS medical plan based on employment with the City, as determined by PERS.
2. Continuing eligibility for PERS medical plan coverage of retirees and their dependents shall be determined by PERS.
3. The City shall make required contributions to PERS on behalf of each eligible retiree based on the equal contribution method. The initial contribution by the City to PERS on behalf of each enrolled retiree shall be \$64.60 per month.
4. Each enrolled retiree shall pay the full balance of the medical premium in such manner as prescribed by PERS.

C. City Service Stipend for Retirees:

1. An employee who retires from the City of Placerville with at least twenty (20) years of service with the City of Placerville at age 53, and participates in the PERS medical insurance program will be eligible to receive a stipend equivalent to the cost of the single medical insurance employee benefit (currently \$404.59) less the \$64.60 "Equal Contribution", at the time the employee retires from City service until they reach age sixty-five (65). After age sixty-five (65), such stipend shall terminate the first day of a new pay period following such employee's birthday.
2. 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 the City's he or she, at age 53, will be entitled to a proportionate stipend amount, paid to retirees 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).

D. IRS Section 125 Plan:

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

E. Chiropractic Care:

1. The City will continue to provide the current Chiropractic care benefits through Landmark (currently \$10.22 per month) during the term of this Resolution 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 Wastewater Treatment Plant.

F. Dental Plan:

The City will continue to pay the entire amount (currently \$85.65 per month) during the term of this MOU for dental insurance coverage through Fortis (or equivalent) of employees and their eligible dependents.

G. Dental Insurance Plan Changes:

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 Wastewater Treatment Plant

H. Vision Plan:

1. The City will continue to pay the entire amount (currently \$13.89 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 Wastewater Treatment Plant.

I. 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.

J. 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.

K. Term Life Insurance:

City agrees to provide term life insurance in the amount of \$50,000.00 for all employees.

L. 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 pursuant to the program offered by the Sierra Law Enforcement Chaplaincy under the terms contained in the Sierra Law Enforcement Chaplaincy current agreement with the City of Placerville, by Chaplain Tim Thompson. 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, School Resource Officer, Narcotics Investigator, Field Training Officer 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.

**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**

The City and the Association agreed to incorporate by reference all existing City and Department rules and regulations and existing procedures and practices regarding vacation. The City and the Association agree to fully include this language in the MOU and upcoming negotiations.

**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 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 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 PROGRAM**

A. Program Structure:

The City agrees to continue the deferred compensation program under Section 457 of the Internal Revenue Code, through the ICMA Retirement Corporation.

The amount of City contribution made for each employee shall be based upon the number of years service on the following basis.

Pre 1/1/87 Ees		Post 1/1/87 Ees	
<u>YEARS OF SERVICE</u>	<u>RATE OF CONTRIBUTION</u>	<u>YEARS OF SERVICE</u>	<u>RATE OF CONTRIBUTION</u>
0 to 9	2%	0 to 4	0
10 to 14	4%	5 to 9	2%
15 to 19	6%	10 to 14	4%
20 or more	8%	15 to 19	6%
20 or more	8%	20 or More	8%

B. Vesting Deferred Compensation:

The deferred compensation program is designed to encourage City employees to remain in City service, providing a reward to the employee and retaining experienced employees as

a resource for the City. Employees shall have one hundred percent (100%) vesting rights for all contributions previously made and future contributions.

Unforeseen emergency is specifically defined in Internal Revenue Code 457 as a "severe financial hardship to the participant resulting from a sudden and unexpected illness or accident of the participant or of a dependent of the participant, loss of the participant's property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant." The IRS states clearly that the purchase of real estate and college tuition does not fall into this category.

In addition, the IRS code gives other guidelines for deciding the validity of a request for emergency funds. First, the participant must have exhausted all other available funds, including insurance, reimbursement, savings, or stopping deferrals. Second, funds withdrawn must be only in the amount needed to cover the emergency and the ensuing tax liability.

## **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 represents the entire agreement between the City and the Association and cancels all previous agreements and becomes of full force and effect as of July 1, 2006, and shall continue in full force and effect until June 30, 2008. 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, Pierre Rivas

\_\_\_\_\_  
John Meuser, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
John Driscoll, City Manager/City Attorney

\_\_\_\_\_  
Paul Goyette, Attorney for POA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
David Mackowiak, Labor Advisor

Date: \_\_\_\_\_