

RESOLUTION NO. 18-58

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RIPON ADOPTING MEMORANDUM OF UNDERSTANDING
FOR FISCAL YEARS 2018-19 AND 2019-20 FOR ALL
EMPLOYEES OF THE CITY OF RIPON POLICE SERGEANT'S
ASSOCIATION

WHEREAS, the City Council of the City of Ripon, having engaged in good faith negotiations with duly recognized bargaining units, is desirous of adopting a Memorandum of Understanding for all employees of the City of Ripon Sergeant's Association (RSA) for Fiscal Years 2018-19 and 2019-20; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ripon does hereby adopt that certain Memorandum of Understanding attached hereto as Exhibit "A" for the period July 1, 2018 through June 30, 2020, filed with the City Clerk of the City of Ripon this 10th day of July, 2018, as the current compensation plan for the City of Ripon for these employees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 10th day of July, 2018, by the following vote:

RESULT: ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jake Parks, Council Member

SECONDER: Leo Zuber, Vice Mayor

AYES: Uecker, de Graaf, Parks, Zuber, Restuccia

THE CITY OF RIPON,
A Municipal Corporation

By


MICHAEL RESTUCCIA, Mayor

ATTEST:

By:


LISA ROOS, City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2018 through June 30, 2020

BETWEEN THE CITY OF RIPON
AND
RIPON SERGEANTS' ASSOCIATION

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Ripon (hereinafter, "City") and the bargaining representatives of the Ripon Sergeants Association (hereinafter, "Association") and shall apply to all employees of the City working in the classifications of Sergeant.

The adjustments to wages, hours and conditions of employment that are set forth in the Memorandum have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the bargaining representatives of the City and the bargaining representatives of the Association. The Association Negotiating Committee agrees to recommend to its members for their favorable consideration and vote, all of the salary and fringe benefit adjustments as set forth herein; and the bargaining representatives of the City agree to recommend to the City Council that all of the adjustments as set forth herein be adopted in full by the City Council in the same manner and procedure prescribed by law.

I. ARTICLE I – SALARIES:

- A. Association employees who work their scheduled shift that begins the day before Christmas, will receive four (4) hours of vacation time paid.
- B. Association employees completing the P.O.S.T. Intermediate and Advanced Certifications will receive 2 ½% additional salary for each certificate for a maximum of 5%.
- C. Sergeant Salary Level shall be adjusted, as necessary, such that the Level 1 salary will be a minimum of 5% more than the Level 5 Patrol Officer. Levels 2-5 will also be adjusted accordingly.
- D. Effective the beginning of the first full pay period of July 2018, the Sergeant Salary Level 221 (adjusted as set-forth in Article I.C) shall be increased to Level 226.
- E. Effective the beginning of the first full pay period of July 2019, the Sergeant Level 226 salary shall be increased to Level 231.
- F. Should any other recognized bargaining unit receive a compensation package greater than agreed upon in this MOU, the City agrees to return to the bargaining table to discuss an equitable resolution.

II. ARTICLE II – PERS CONTRIBUTION:

- A. Association employees defined as Classic Employees by CalPERS shall continue to pay 9% of the Public Employees Retirement System (PERS) contribution rate. Payments will be pre-taxed. The benefit to these members shall be 3% at 50.
- B. Association employees defined as New Member by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) shall pay, through payroll deductions, fifty percent (50%) of the total normal cost, as determined by CalPERS. Payments will be pre-taxed. The benefit to these members shall be 2.7% at 57.
- C. Association employees hired after May 15, 2012 that are represented by the Association shall be covered under a 3% at 55-retirement provision of CalPERS, or as defined by CalPERS shall pay, through payroll deductions, 100% of the required bargain unit member contribution, which is nine percent (9%). Payments will be pre-taxed.
- D. Association employees shall pay the actual change to the Employers CalPERS rate from FY 2012-13 to 2013-14 (1.83%) for the duration of this Memorandum of Understanding.

III. ARTICLE III – WAGE SUPPLEMENTS:

A. Health and Welfare Benefits:

- 1. The City shall select the medical, dental, vision, chiropractic, life, long term care, and long term disability plans and make available to the Association employees.
 - a. The City shall continue the life insurance benefit of \$25,000 per employee.
 - b. Employees in the Association shall be allowed to purchase additional life insurance, at their own cost, at the City's rate so long as no additional cost to the City is incurred.
- 2. The City agrees to reimburse Association employees for 100 percent of the Blue Shield Silver Plan healthcare deductible cost and Co-insurance cost after \$2,000 paid by the Association Employee through December 31, 2019.
- 3. The City agrees to pay 50 percent of the premium increase above the current maximum monthly contribution of \$1,760 for Association employees enrolled with Kaiser Permanente and \$1,415 for Association employees enrolled with Blue Shield. Actual amount shall be added by Sideletter when premiums are known.

B. Uniform Allowance:

1. The uniform allowance for Association employees will be \$1,000 per year for the duration of this MOU (July 1, 2018 to June 30, 2020). The uniform allowance will be covered through a voucher system with accounts set up with a uniform store that meets with the approval of the Chief of Police, or to accept receipts for reimbursement.
2. Once an Association employee provides notice of resignation, the Association employee will no longer be eligible for reimbursement of purchases that occurred after the date of resignation notice.
3. Association employees assigned to the investigation unit may use up to \$600 of their uniform allowance toward the purchase of suits for their job as investigators. This is a one-time purchase during their assignment as investigators.
4. Association employees will be allowed to use up to 25% of their uniform allowance each year toward dry cleaning of their uniforms. This will be handled either through accounts set up by the City to be paid by the City, or to accept receipts from other dry cleaners for reimbursement.
5. The City accounting department will track purchases and dry cleaning use by each Association employee for each year. Any City approved uniforms and equipment required, other than those provided by the department, will be covered under the voucher system.

IV. ARTICLE IV-RULE REVISION:

- A. The residency requirements for Association employees shall be 35-miles from Ripon City Hall. This may affect an Association employee's eligibility or availability for standby duty, at the discretion of the Chief of Police.
- B. All Merit System Rules and Regulations, as adopted by the City, shall remain in effect unless otherwise specified in this agreement.

V. ARTICLE V – HOURS, OVERTIME, AND ASSIGNMENTS:

- A. Maximum compensatory time-off balance for all Association employees shall be one hundred sixty (160.00) hours for those Association employees working the Standard Work Period.
- B. Shift scheduling shall continue to be assigned at the discretion of the department.

VI. ARTICLE VI – VACATION:

A. Maximum Accrual Rate:

1. Association employees may temporarily accrue vacation up to three times their annual accrual rate for the duration of this MOU.
2. Should the employee fail to schedule vacation prior to accumulating an additional 5 days beyond the maximum balance allowable, the Association employee’s supervisor will immediately schedule vacation time for the Association employee, bringing their total vacation time to within the maximum. If the Association employee and supervisor fail to schedule vacation within these time frames, the Association employee will be paid for the excess vacation time.

Example:

<u>Annual Accrual</u>	<u>Maximum Accrual</u>	<u>Scheduled by Supervisor</u>	<u>Excess Time Paid</u>
10 days	30 days	30-35 days	35 + days
15 days	45 days	45-50 days	50 + days
20 days	60 days	60-65 days	65 + days

- B. Each year, during the month of January, Association employees shall submit to the Department their vacation requests for the entire year. At that time, vacation requests shall be granted on a seniority basis, subject to the needs of the Department. Once initial vacation requests have been scheduled, employees may request a change in their vacation schedules upon advance notice, subject to the availability of those dates, and subject to the needs of the Department.
- C. Section 706 of the City Merit System Rules and Regulations regarding “Special Circumstance Request for Payout on Vacation Time” shall be eliminated and replaced with the following language:

*Section 706 Annual Request for Payout on Vacation Time
Employees have the option, on an annual basis payable once per year each November, to convert a maximum of 40 hours of unused vacation leave for payment. Employees shall be required to maintain a minimum of 80 hours of vacation to be eligible for Vacation Payout.*

VII. ARTICLE VII – HOLIDAYS:

- A. The compensation in lieu of Holiday observance as defined in Section 513(B) of the City Merit System Rules and Regulations shall be revised for the duration of this MOU, as follows:

Patrol Officers and Patrol Supervisors

Association employees that are functioning in the patrol officer or patrol supervisor role shall be paid eight hours at the straight-time rate of pay or shall receive eight hours of compensatory time for the following holidays:

- January 1: New Years Day*
- Memorial Day*
- July 4: Independence Day*
- Labor Day*

In addition, if an employee in the Police Department actually works on a listed holiday above, the employee will receive straight-time pay for all hours worked.

The remainder of the of the listed holidays listed in Section 513(B) of the City Merit System Rules and Regulations (9 days or 72 hours) shall be given as vacation time in lieu of holidays. This vacation time shall accrue at 2.77 hours each pay period.

Others

All other members of the department, including School Resources Officers, Detectives, or Association employees not mandated to respond to Priority 1 calls for service, shall be paid eight hours at the straight-time rate of pay or shall receive eight hours of compensatory time for the following holidays if required to work due to staff shortages or assigned by the Chief of Police:

- January 1: New Year's Day*
- Memorial Day*
- July 4: Independence Day*
- Labor Day*

In instances where non-Priority 1 call responders, as listed in the above paragraph, are not required or assigned to work by the Chief of Police the non-Priority call responder must utilize their accrued holiday time as time off on the four above dates. If an employee in the Police Department actually works on a listed holiday above, the employee will receive straight-time pay for all hours worked.

The remainder of the of the listed holidays listed in Section 513(B) of the City Merit System Rules and Regulations (9 days or 72 hours) shall be given as vacation time in lieu of holidays. This vacation time shall accrue at 2.77 hours each pay period.

VIII. ARTICLE VIII – LEAVE:

- A. The option to convert up to six days per year of sick leave for payment as defined in Section 609.1 of the City Merit System Rules and Regulations shall be reinstated for the duration of this MOU.

- B. Voluntary furlough program is eliminated.
- C. The City will provide a voluntary catastrophic leave program that gives employees the opportunity to assist a fellow employee who has or will exhaust paid leave due to a catastrophic or serious illness, injury or other medical condition of the employee or his/her family member.
1. Employee Receiving Donated Leave (Recipient) - An employee is eligible to receive donated leave under the following conditions:
 - Employee is a regular full-time employee who has completed the probation period in accordance with the City of Ripon Merit System.
 - Employee or a family member is experiencing a catastrophic or serious illness, injury or other medical condition that is not work related which prevents them from being able to work for at least 7 days.
 - A family member for this program is defined as spouse, registered domestic partner, or another dependent as defined in the Internal Revenue Code (26 U.S.C. sec. 152 as amended from time to time)
 - A catastrophic or serious illness, injury or other medical condition, for this program, is defined as an acute or prolonged illness, injury, or other medical condition resulting in the employee's inability to work, either due to his/her own injury illness or medical condition, or that of a family member, requiring that the employee take time off work to care for the seriously ill or injured family member.
 - Employee has exhausted all of his/her paid leave balances or will do so before the return to work date and is not receiving Workers' Comp or any disability payments. However if an employee is denied a workers' comp claim or is no longer receiving disability payments, they can then request Catastrophic Leave.
 - Employee has provided documentation of a medical diagnosis from a qualified health provider.
 - Employee must complete an employee request for catastrophic leave donation form requesting the number of hours they deem will be needed.
 - Total credits received by the employee shall not exceed the amount of time the employee is required to be absent from work because of the catastrophic or serious illness, injury or other medical condition.
 2. Employee Donating Leave (Donor) - Employees are eligible to donate paid leave (Vacation, Sick & Comp Time) under the following conditions:
 - Employee is a regular full-time employee who has completed the probation period in accordance with the City of Ripon Merit System.
 - Donations must be made in 1 hour increments and may not exceed 32 hours. Donated leave shall be converted on an hour to hour basis.
 - Donor's accrued leave may not be reduce to less than 80 sick and/or vacation hours after the donation is made.

- Once the leave is donated and posted to the Recipient, the Donor irrevocably loses all rights and privileges to the leave hours donated.
- Donated leave will be viewed as used and may affect the donors ability to receive a payment for sick leave per section 609.1 of the Merit System or payout of vacation time per section 706 of the Merit System.
- Employees cannot donate any time once the employee has provided a notice of resignation.
- Hours are donated on a first received basis until the amount requested by the recipient is met.

IX. ARTICLE IX – SPECIAL COMPENSATION:

- A. An Association employee subpoenaed or ordered by the Court to appear outside the Association employee's scheduled hours of work for any legal proceeding as a result of the Association employee's employment with the City of Ripon shall be paid a minimum of four (4) hours of overtime. This minimum of four (4) hours overtime is for each morning or afternoon court appearance. Multiple subpoenas for the same morning or afternoon period will count as one appearance. If the court orders an employee to return through the lunch period or outside normal hours of work, these hours will be compensated as overtime if they fall outside the Association employee's work hours.
- B. If such Court appearance is cancelled and notification is given after 5:00 PM the workday immediately preceding the appearance, the Association employee shall be paid a minimum of two (2) hours of overtime. For Court appearance cancellations with notice before 5:00 PM the workday immediately preceding the appearance, the Association employee shall receive no additional compensation.
- C. If the Court appearance falls during the Association employee's scheduled hours of work, the Association employee shall receive overtime compensation for only those hours outside the Association employee's scheduled hours of work.
- D. Association employee ordered to return after the court's lunch break will receive compensation during the break period.

X. ARTICLE X – DURATION:

- A. The effective date of the new terms of this Memorandum of Understanding shall be upon contract date and after ratification by both parties unless otherwise specified.
- B. The term of this Memorandum of Understanding shall be two years, from July 1, 2018 through June 30, 2020.

XI. ARTICLE XI – SIGNATORIES:

Signatories to the Memorandum of Understanding between the City and the Association for the period July 1, 2018 through June 30, 2020.

FOR RIPON SERGEANTS'
ASSOCIATION



Stephen Meece, RSA

FOR THE CITY OF RIPON



Kevin Werner, City Administrator

Date: 06-19-18

Date: 7/3/18