

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

July 1, 2017 to June 30, 2020

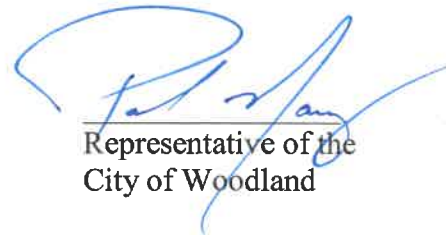
MEMORANDUM OF UNDERSTANDING  
CONCERNING POLICE MID-MANAGEMENT UNIT EMPLOYEES OF THE  
CITY OF WOODLAND

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.

Representative of the Woodland

DATED: 9.21.17

  
Lieutenant Anthony Cucchi  
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 18<sup>th</sup> day of July 2017

RESOLUTION NO. 6888

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

The term of this agreement is July 1, 2017 to June 30, 2020

## ARTICLE II COMPENSATION

### 2.1 Salary

2.1 .1 During the term of this agreement, represented employees shall receive the following adjustments to salary:

- Effective July 1, 2017: 2.00%
- Effective January 1, 2018: 1.00%
- July 1, 2018 3.00%
- Contingent on CalPERS Rate Increase. If CalPERS contribution amount for Unfunded Liability increases by less than 19% from 2017/18 to 2018/19, then COLA = 3.50%
- July 1, 2019 2.00%
- Contingent on CalPERS Rate increases. If CalPERS contribution amount for Unfunded Liability increases by less than 17% from 2018/19 to 2019/20 and less than 39% from 2017/18 to 2019/20, then COLA = 4.00%

### 2.2 Uniform Allowance

2.2.1 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 biannual 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.

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

## **2.3 Longevity**

2.3.1 **Effective July 1, 2017**

Employees with 12 years completed service will receive an additional 2.5% of base pay as a retention incentive; and

Employees with 17 years completed service will receive an additional five (5%) percent of base pay as a retention incentive (not cumulative).

## **2.4 Out of Class Work**

2.4.1 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.

2.4.2 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.

2.4.3 **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.

## **2.5 Professional Growth Incentive**

2.5.1 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.

## **2.6 Bilingual Pay**

2.6.1 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.

## **2.7 Certificate Pay**

2.7.1 Employees shall receive an additional two and one-half (2.5%) percent of base pay for holding a POST Supervisory Certificate.

2.7.2 Employees shall receive an additional two and one-half (2.5%) percent of base pay for holding a Management Certificate.

2.7.3 Employees shall receive an additional two and half (2.5%) percent of base pay for holding a Master's Degree or have completed POST Command College.

Effective January 1, 2019 employees will receive an additional two and half (2.5%) percent of bas pay for holding a Master's Degree or have completed POST Command College for a total of five (5%) percent.

## **ARTICLE III - PERS RETIREMENT**

### **3.1 PERS Retirement**

3.1.1 The City will continue its participation in the Public Employee's Retirement System (CALPERS).

### **3.2 Tier-1 Police Safety Members.**

3.2.1 Police Safety Members hired on or before June 1, 2012, shall receive the 3% @ 50 formula. highest twelve (12) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option and Military Service Credit as Public Service.

3.2.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of

the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

### **3.3 Tier-2 Police Safety Members.**

3.3.1 Police Safety Members hired after June 1, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

3.3.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

### **3.4 Tier-3 Police Safety PEPRAs Members**

3.4.1 New Police Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 formula, thirty-six (36) months for final compensation determination the Fourth Level of the 1959 Survivor's Benefit Unused Sick Leave Credit option and Military Service as Public Service.

3.4.2 These Police Safety Members will pay half the total normal cost as determined annually CalPERS on a pre-tax basis.

## **ARTICLE VI MEDICAL AND RELATED BENEFITS**

### **4.1 Medical Insurance**

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. The city has the right to explore other options outside of CalPERS for Health Insurance. The Association reserves the right to meet and confer over any options.

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

Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or their medical insurance program may decline to accept medical coverage. These employees shall be eligible for a payment of \$565 per month. Effective July 1, 2017, the eligible payment will be decreased to \$405 per month. For those employees who are currently receiving the payment of \$565 they will continue until they are no longer eligible for this benefit

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

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.

Effective January 1, 2018, the City will provide a flat health premium contribution of 5% greater than the 2017 contribution. According to the following table:

Effective Date	Employee Only	Employee plus One	Family
January 1, 2018	\$721.92	\$1,443.82	\$1,876.97
January 1, 2019	\$758.013	\$1,516.02	\$1,970.82
January 1, 2020	\$795.91	\$1,591.82	\$2,069.36

Note: However, if third Highest CalPERS Plan premium increases more than 20% over prior year's third Highest Plan, City health premium contribution will increase 8% over prior year contribution.

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

4.1.3 Effective January 1, 2018 through December 31, 2018, 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	\$133.00	Note 1	\$721.92
Employee plus one	\$133.00	Note 1	\$1,443.83
Employee plus family	\$13300.	Note 1	\$2,172.83

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 \$133 from the January 2018 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.

Note 4: For years 2019, and 2020, the Total Benefits amounts are identified in paragraph 4.1.2 above

## 4.2 Medical Insurance Upon Retirement

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 4.2.1 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 4.12.1 and 4.12.2 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 4.2.1 above; however, provision of paragraphs 4.3.1 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 4 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

4.2.3.5. 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.

4.2.3.5 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.

4.2.3.6 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**

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 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 copayment.

### **4.5 Long Term Disability Insurance**

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

4.5.2 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).

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

4.5.4 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**

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.

#### **4.7 Use of Tobacco Products**

4.7.1 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.

5.1.4 The City will explore options for this unit to convert vacation over maximum to a Retiree Health Savings Plan Account. This will be subject to the rules of the plan and the unit will meet and confer on the final language.

## **5.2 Holidays**

5.2. 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**

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.

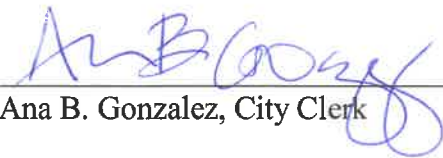


**PASSED AND ADOPTED** by the City Council this 18<sup>th</sup> day of July, 2017, by the following vote:

AYES: Council Member Davies, Fernandez, Rodriguez, Stallard and Mayor Barajas  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
Angel Barajas, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kara K. Ueda, City Attorney

**Exhibit A – Salary Schedule**

**Woodland Professional Mid Management Association**

**Effective July 1, 2017**

<b>CLASSIFICATION</b>	<b>A STEP</b>	<b>B STEP</b>	<b>C STEP</b>	<b>D STEP</b>	<b>E STEP</b>	<b>F STEP</b>	<b>G STEP</b>	<b>H STEP</b>
Police Captain	\$10,021.02	\$10,522.08	\$11,048.18	\$11,600.60	\$12,180.62	\$12,789.65	\$13,429.14	\$14,100.60
Police Lieutenant	\$9,117.52	\$9,573.40	\$10,052.07	\$10,554.68	\$11,082.42	\$11,636.54	\$12,218.37	\$12,829.29

**For Future Schedules please see the City of Woodland Published Salary Schedule.**