MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WOODLAND

AND THE

WOODLAND POLICE SUPERVISORS ASSOCIATION

July 1, 2017– June 30, 2021
MEMORANDUM OF UNDERSTANDING
CONCERNING POLICE SUPERVISORS ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Supervisors Association, representing employees employed by the City of Woodland in the classifications of Police Sergeant 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 Supervisor Employees’ and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and, thereafter, the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED:  07.15.17

Representative of the Woodland Police Supervisors Association

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 18th day of July 2017.

Mayor
RESOLUTION NO. 6886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE SUPERVISORS ASSOCIATION

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Woodland Police Supervisors Association
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ARTICLE I
GENERAL PROVISIONS

1.1 Application

1.1.1 This resolution applies to the employees of the City of Woodland in the following classifications: Police Sergeants. Effective October 2015 the MOU was modified to include the Crime Intelligence Analyst and Police Records Supervisor classifications.

1.2 Term

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2017 to June 30, 2021 and or such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias-Brown Act (MMB).

1.3 Purpose

1.3.1 The purpose of this Resolution is to provide certainty in payment of employee compensation during the term of this Agreement.

1.4 Peaceful Performance

1.4.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employee it represents will engage in, encourage, sanction, support, any:

   a. strikes,
   b. mass resignations,
   c. mass absenteeism,
   d. picketing which would involve suspension of or interference with normal work of this department, or,
   e. any other similar actions which could involve suspension of or interference with any work of this department.
   f. This clause will specifically expire on June 30, 2021.

1.5 Negotiations

1.5.1 The City and Association agree to begin negotiations for a successor agreement no later than April 15, 2021.
ARTICLE II
COMPENSATION

2.1 Salary

2.1.1 During the term of this agreement, represented employees shall receive the following increases: COLA’s

- July 1, 2017  2.00%
- 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 = 3.5%
- July 1, 2019 2%
  - 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%
- July 1, 2020  1%

Equity Adjustment

Effective July 1, 2019 2.5% Equity Adjustment for the Police Records Supervisor Classification.

2.2 Uniform Allowance

2.3.1 For the purchase and maintenance of required uniforms, and rain gear employees will receive an annual allowance of $900.00. The City agrees it will not require class “A” uniforms (as described in the Police Mid Management MOU) for the Sergeant classification during the term of this agreement. This amount is paid monthly on a pro rata basis.

2.3.2 If a non-sworn employee is required to wear a uniform, with the approval of the Public Safety Chief or their designee, the employee will be required to purchase and maintain the required uniforms, and rain gear. The employee will receive an annual allowance of $900.00. This amount is paid monthly on a pro rata basis.

2.3.3 The City will replace soft body armor within six (6) months of the expiration of the manufacturer’s warranty.

2.4 Personal Property
2.4.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.

2.4.2 Personal property are those items necessary during job-related activities. Items include uniforms, eyeglasses, false teeth and watches.

2.4.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains, earrings, bracelets, and other jewelry.

2.4.4 The total payable claims for eye glasses shall be $175.00 per occurrence. The total payable claims for watches shall be $50.00 per occurrence.

2.4.5 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department’s Operations and Procedures Manual.

2.5 **City Equipment and Clothing Return**

2.5.1 All City furnished equipment remains in the ownership of the City and must be returned when employee leaves employment.

2.5.2 Unit employees will be provided with pagers and cellular phones in accordance with Department Policy.

2.6 **Call-Back Duty**

2.6.1 All represented employees called back to duty or required to appear in court for hours not contiguous to their shift shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.

2.6.2 Call-back minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably await the start of the employee's next regularly scheduled shift. If an employee is called back to correct incomplete or substandard work, normal overtime shall be paid.

2.7 **Departmental Meetings and Training**

2.7.1 Employees on their day off who are required to attend a meeting or training will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for a minimum of four (4) hours.

2.7.2 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty
and his/her next regularly scheduled shift, compensation will be at the rate of one and one half (1-1/2) times their hourly rate for a minimum of four (4) hours.

2.7.3 A required scheduled meeting requires personal notification to the employee at least forty-eight (48) hours prior to the meeting time.

2.7.4 Employees required to attend a scheduled meeting on a regularly scheduled duty day where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for the actual time spent in attendance.

2.7.5 Contiguous means connected to the employee's regular duty schedule, or if the meeting or duty day were continued, it would have been contiguous to the employee's regular duty schedule and would be less than four (4) hours.

2.7.6 Employees required to attend a scheduled meeting on a regularly scheduled duty day where there has been more than eight (8) hours between the conclusion of their last duty shift and the scheduled meeting, shall be compensated at the rate of one and one half (1-1/2) times their hourly rate of pay for a minimum of four (4) hours. However, in no event will an officer be compensated for more than would result if the meeting or assignment were scheduled in a way as to be contiguous with the officer's regularly scheduled shift. (Example: If an officer was off duty at 12 midnight and was required to attend a meeting at 1:00 p.m. which lasted until 2:00 p.m., and who was scheduled to return to work at 3:00 p.m., the maximum compensation allowable would be two (2) hours at one and one-half (1-1/2) times.)

2.7.7 If an employee volunteers for a committee assignment, and the particular committee is scheduled to meet on the officer's day off, the officer may attend the committee meeting and be compensated at one and one-half (1-1/2) times their hourly rate for the actual time in attendance at the meeting.

2.8 Overtime Pay

2.8.1 Employees who work in excess of their standard work day or forty (40) hours per week shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. Paid time off shall be counted as hours worked for overtime calculation purposes.

2.8.2 If the Department cancels prescheduled and posted overtime with less than 48 hours’ notice, on an employee’s regularly scheduled day off, the City shall pay the employee $70 for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is canceled with less than 48 hours’ notice and the overtime was on the day of a regular duty shift, the employee shall be paid at the rate of $40 per occurrence. Only one occurrence can be claimed per day.
2.8.3 Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off is set forth in Section 2.9 below.

2.8.4 All training assignments occurring outside of regular duty hours shall be compensated at one and one-half (1-1/2) times the hourly rate of pay for the actual time spent in mandatory departmental training.

2.9 **Compensatory Time**

2.9.1 **Definition:** As used in this section, the term compensatory time refers to that time which an employee is entitled to be absent from their duty with pay for hours worked in addition to or excess of their normal work schedule.

2.9.2 **Use:**

2.9.2.1 Requests for compensatory time off must be made no earlier than fourteen (14) days in advance of the requested time off. In cases where overtime or additional staffing will be required to cover the absence, requests must be submitted no later than 5 days in advance of the requested CTO. The Division Head or designee will respond within 72 hours of having received the CTO request.

2.9.2.2 Once compensatory time is approved, authorization cannot be rescinded, except in the case of an emergency.

2.9.3 **Payment:** Once seventy (70) hours of compensatory time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period must be recorded on the timecard as overtime pay. At the end of each calendar year, all compensatory time will be carried forward (up to seventy (70) hours maximum), unless the employee’s elects to have the compensatory balance paid. Carry over compensatory time and accumulated compensatory time cannot exceed the seventy (70) hour maximum.

2.10 **Court Appearance Policy**

2.10.1 Employees who are served a subpoena for a criminal matter will call their individual voice mail box to determine if the appearance has been canceled or continued to another date and time. The call must be made before the scheduled appearance. For the morning calendar, the employee must call by 1700 the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must call at 12:00 noon. Afternoon cancellations and continuances will be made by 12:00 noon.

2.10.2 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will leave a message to that effect on your individual voice mailbox. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.
2.10.3 The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. The Court Liaison Unit will forward a copy of their subpoena records weekly to the Day Shift Patrol Lieutenant or other designated person. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison records may rebut the presumption with proper proof to the Patrol Lieutenant. The Patrol Lieutenant’s findings are final.

2.10.4 If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employee’s voice mailbox in the time frames described above, there is no compensation for that appearance.

2.10.5 If the subpoena was canceled with less than 48 hours’ notice and the subpoena was issued for a regularly scheduled day off, compensation shall be paid at the rate of $70.00 per occurrence. Only one occurrence can be claimed for any one day off.

2.10.6 If the subpoena was cancelled with less than 48 hours’ notice and the subpoena was issued for a regularly scheduled work day, outside of scheduled work hours for that day, compensation shall be paid at the rate of $40.00 per occurrence. Only one occurrence can be claimed for any one workday.

2.11 Emergency Stand-By

2.11.1 Sergeants shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to stand-by.

2.11.2 Sergeants shall be paid two dollars ($2.00) per hour for any hours assigned to stand-by duty. During the time Sergeants are being compensated for emergency call-back, stand-by will not apply. Stand-by duty requires that the officer:

a. Be ready to respond immediately to calls for service;
b. Be reachable by telephone, pager or vehicle radio;
c. Remain a reasonable distance (45 minutes driving time) from the City; and,
d. Refrain from activities which might impair the ability of the officer to perform the assigned duties.

2.11.3 "Stand-by" duty differs from other assignments in which an employee may be equipped with a pager to facilitate contact. In those instances, employee's activities and response distance are not restricted; therefore, they are not eligible for emergency stand-by compensation.
2.12 **Longevity Pay**

2.12.2 Effective July 1, 2017

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

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

**ARTICLE III**
**SPECIAL ASSIGNMENTS**

3.1 **Special Assignment Rotation**

3.1.1 Every reasonable effort will be made to align special assignments with shift rotations.

3.2 **Bilingual Pay**

3.2.1 The City shall maintain the existing bilingual policy. Bilingual pay shall be One Hundred and Fifty ($150.00) Dollars per month. City will explore the addition of other languages as appropriate, including sign language.

**ARTICLE IV**
**EDUCATIONAL INCENTIVE**

4.1 **POST Certificates and Educational Pay**

4.1.1 Subject to the limitation in 4.1.1.6:

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

4.1.1.1.1 Effective January 1, 2019 Advanced Certificate Pay will increase to 4%

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

4.1.1.2.1 Effective January 1, 2019 Post Supervisor Certificate pay will be 5%.

4.1.1.3 For up to four (4) years after promotion to Sergeant, employees shall continue to receive an additional two and one half (2.5%) percent of base pay for holding a POST Intermediate certificate. Additional pay for POST
Intermediate certificate shall terminate upon receipt of the POST Supervisory certificate or four (4) years whichever comes first.

4.1.1.4 Employees in the class of Police Records Supervisor will receive an additional two and one-half (2.5%) percent of base pay for holding and maintaining a valid POST Records Supervisor Certificate.

4.1.1.5 Employees in the class of Crime Intelligence Analyst and will receive an additional two and one-half (2.5%) percent of base pay for holding Crime and Intelligence Analysis Certificate Program.

Effective July 1, 2019, the Crime Intelligence Analysis Certificate pay will be 4%.

- Bachelor Degree. Effective July 1, 2017, employees shall receive an additional 2.5% of base pay rate for having a Bachelor's Degree; excludes classification(s) which require Bachelor's degree as minimum requirement.

4.1.1.6 The maximum increase under this section shall be 7.5 percent of base pay total.

Effective January 1, 2019 the maximum increase under this section shall be 11.5%.

4.2 Professional Growth Incentive

4.2.1 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.

4.3 Training and Travel Expenses

4.3.1 The Woodland Police Supervisors Association and the City of Woodland mutually agree that education and training are one of the most important aspects of law enforcement. It is the desire of both entities to provide the members of the Woodland Police Department with the best training possible, while making it equitable to both the employee and the City. To accomplish this task, both entities agree to the following:
4.3.2 The employee being sent to the training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. No additional compensation will be paid by the City. Accordingly, employees shall have their rate of pay adjusted in those instances to preclude any claim for additional compensation related to the travel/training assignment. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at the normal rate of pay at one and one half (1 1/2) times their rate for the time actually spent. This will be agreed upon by the division commander and the employee prior to the training leave.

4.3.3 At the discretion of the department, the employee shall be given his or her normal days off either before or after the training period to total the normal number of days off in that month's work cycle.

4.3.4 The City will determine the mode of transportation that will be used by the employee attending the out of town training. This mode may be either by air, department vehicle, or by the employee's personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the motel, or the training facility. If the employee stays at a motel, the employee will be paid mileage to and from the motel to the training facility, each day. The rate of pay will be determined by the City. No other transportation costs will be paid by the City. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is the less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the City, whichever is greater.

4.3.5 Meals while away on training will be provided as agreed upon in the City's Meal Policy.

4.4 **Professional Projects**

4.4.1 Upon development of appropriate policies, and approval of the Chief of Police, unit employees may be assigned to perform special projects and/or undertake professional development programs.

**ARTICLE V**

**WELLNESS PROGRAM**

5.1 **Wellness Program**

5.1.1 For Safety Employees Effective with this Memorandum of Understanding, the five percent (5%) "Wellness Pay" is consolidated into base salary and is no longer
received as a separate payment of “Wellness Pay.” The consolidation is included in Section 2.1 and reflected in the city Salary Schedule.

ARTICLE VI
MEDICAL AND RELATED BENEFITS

6.1 Medical Insurance

6.1.1 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.

6.1.2 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 there 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.

6.1.3 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

6.1.3.1 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.

6.1.4 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:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Employee Only</th>
<th>Employee plus</th>
<th>Family</th>
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### Woodland Police Supervisors Association
July 1, 2017 - June 30, 2021

<table>
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<tr>
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<th>Tier</th>
<th>Medical Benefit</th>
<th>Cafeteria Plan Benefit</th>
<th>Total Benefit</th>
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<td>$1,671.41</td>
<td>$2,172.83</td>
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</tr>
</tbody>
</table>

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

6.1.4.1 Effective January 1, 2018 through December 31, 2018, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Note 1: Per paragraph 6.1.2 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, 2020, 2021, the Total Benefits amounts are identified in paragraph 6.1.4 above

#### 6.2 Medical Insurance Upon Retirement

6.2.1 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.
6.2.2 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:

6.2.2.1 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;

6.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 6.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 6.1.4 above; however, provisions of paragraphs 6.1.2.1 do not apply to retired employees;

6.2.2.2.1 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.

6.2.2.3 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;

6.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible;

6.2.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.

6.2.3 Employees who were hired on or after July 1, 2006, will receive medical insurance benefits in retirement as follows:

6.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 6.1.4 above; however, provision of paragraphs 6.1.2.1 do not apply to retired employees;

6.2.3.2 Retirement Health Savings Plan. The City of Woodland has established 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.

6.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City’s RHSP is mandatory.

6.2.3.2.2 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.

6.2.3.2.3 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.

6.2.3.2.4 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.

6.2.3.2.5 Employees hired prior to July 1, 2006, were provided, on a one-time, irrevocable basis, the opportunity to opt out of the City’s retiree medical plan (paragraph 6.2.2). Employees who selected this option shall continue to participate in the City’s retiree health savings plan under the terms set forth above in paragraph 6.2.3.2. For these employees, the City’s contribution is $250 per month and the employee’s contribution is $50 per month. At the employee’s option, any portion of this $250 City contribution may be paid into an approved deferred compensation plan.

6.3 Retirement Health Savings Plan

6.3.1 The City agrees to allow this group to contribute towards a Retirement Health Savings Plan (RHSP) in addition to the amount contributed by employees in Section 6.2.3. These contributions shall be determined by the bargaining group. The City
6.4 Long Term Disability Insurance

6.4.1 The WPSA shall provide long term disability for represented members. All represented employees will have $61.08 added to their monthly salary payment. The City will then provide a monthly disbursement to the Woodland Police Supervisors Association of $61.08 per Association member deducted from each employee’s net pay (or such other amount as determined by the Association) and the WPSA will assume responsibility of making long term disability payments and any other related benefits from the City provided payment. The City’s sole responsibility in the operation of the long-term disability insurance program shall be to deduct the designated amount. The WPSA shall hold harmless and indemnify the City for any liability as a result of implementation of this long-term disability insurance program.

6.5 Sick Leave

6.5.1 Sick Leave Accumulation

Regular full-time employees earn and accumulate sick leave at the rate of one (1) day (eight (8) hours) per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

6.5.2 Use of Sick Leave

An employee eligible for sick leave is granted such leave for the following reasons:

a. Non service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.

b. Medical or dental office of hospital visits for examination, diagnosis, or treatment.

c. Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

6.5.3 Sick Leave

No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service illness or injury.
6.6 **Vision/Optical**

6.6.1 The City agrees to provide vision insurance to unit employees with a fifteen dollar ($15) deductible.

6.7 **Life Insurance**

6.7.1 The City agrees to provide life insurance to unit employees in the amount of fifty thousand dollars ($50,000).

6.8 **Flexible Spending Account**

6.8.1 The City agrees to institute a qualified plan under Internal Revenue Code Section 125 for using pre-taxed dollars for payment of child care expenses, dependent care expenses, as well as health, dental or other related qualifying expenses.

6.9 **Use of Tobacco Products**

6.9.1 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 VII**

**LEAVES**

7.1 **Holidays**

7.1.1 Employees will receive 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave is subject to the same rules and regulations pertaining to vacation leave.

7.1.2 If during the term of this Agreement the City Council officially recognizes any new dates as City holidays the City shall increase the vacation leave totals of each represented employee by a corresponding amount of hours.

7.2 **Vacation**

7.2.1 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided that they are taking at least one (1) consecutive week of vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than two (2) weeks of vacation per fiscal year.

7.3 **Vacation Accrual**
7.3.1 Vacation accrual for Unit personnel shall be as follows:

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<thead>
<tr>
<th>Years of Service</th>
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<th>Earned per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years</td>
<td>6.7 hours</td>
<td>10 days</td>
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<tr>
<td>4 to 5 years</td>
<td>8.7 hours</td>
<td>13 days</td>
</tr>
<tr>
<td>6 to 10 years</td>
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<td>16 and over</td>
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<td>21 days</td>
</tr>
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</table>

7.4 **Vacation Accumulation**

7.4.1 Employees with less than ten (10) years of service may carry a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years’ 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. Maximum vacation accumulation will be increased by 96 hours for the term of this agreement.

7.4.2 Vacation schedules shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been earned.

7.5 **Bereavement Leave**

7.5.1 In the event of a death in the employee’s immediate family, an employee may be granted time off charged to sick leave not to exceed five (5) working days per occurrence.

7.6 **Other Leave**

7.6.1 All other leave is provided for in the Personnel Rules and Regulations.

7.7 **Catastrophic Leave Bank**

7.7.1 With prior approval, vacation, CTO or holiday leave credits may be donated to a specified employee by one or more employee(s) to an employee when:

(a) The receiving employee faces financial hardship due to his/her injury or prolonged illness, or due to the injury and/or prolonged illness of the employee’s spouse or member of his/her immediate family; and

(b) the receiving employee has exhausted all leave credits.
7.7.2 The transfer of vacation, CTO, or holiday leave credits must be made in one (1) hour increments or more. Donations shall be made on a form to be developed by the City and signed by the donating employee. Donations are irrevocable.

ARTICLE VIII
WORK HOURS

8.1 Patrol Work Schedule

8.1.1 The City will continue the 4-10 work schedule for the term of this agreement, unless the City provides prior notice and affords the Association the right to meet and confer.

8.1.2 Regular Duty Shift schedules, including starting and stopping times, will be designated by the Chief of Police or his/her designee. Once posted, work schedules will be changed only upon seventy-two (72) hours advance notice. Upon mutual agreement the 72-hour notice can be waived.

8.1.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

8.2 Alternate Work Schedules

8.2.1 In addition to the Patrol Work Schedule established in Section 8.1 above, the Chief of Police may establish alternative work schedules for employees of his/her department.

8.2.2 For purposes of this section, alternative work schedules may include, but not be limited to:

8.2.2.1 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14 day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

8.2.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven day work period at other than traditionally scheduled hours for the assigned shift.

8.2.2.3 Note that for non-sworn personnel, any alternative or flex time schedule must provide that employees will be scheduled to work no more than forty (40) hours per seven (7) day work period.

8.2.2.4 Other schedules approved by the Chief of Police.

8.2.3 Alternative work schedules may be discontinued by the Chief of Police at any time if it is determined that such schedules inhibit the efficiency or maintenance of City
operations and/or services. At the request of affected employees, or the Association the Chief of Police shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule. The City may eliminate the schedule with advance notice. However, upon mutual agreement; the advance notice can be waived.

8.2.4 Meal Breaks
Employees subject to regular call back shall remain on duty during meal breaks. The duration of the meal break will be 30 minutes. Employees subject to call back who miss their meal break are not entitled to overtime.

Employees in administrative positions shall get an unpaid 30 minute lunch. If employee must work through lunch, requires supervisor approval.

ARTICLE IX
LIGHT/LIMITED DUTY

9.1 Light/Limited Duty

9.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform his/her usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.

9.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed City physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

9.1.3 If light/limited duty is available, and the employee is cleared by an attending physician, or a properly appointed City physician to perform such work, he/she shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which he/she is assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE X
PERS RETIREMENT

10.1 PERS Retirement Safety Employee
10.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

10.1.2 Regular Safety Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

10.1.2.1 Tier 1: Employees hired by the City of Woodland on or before June 30, 2012 are eligible for the 3.0% @ 50 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.

10.1.2.2 Tier 2: Employees hired by the City of Woodland on or after July 1, 2012 and before January 1, 2013 or who are new hires to the City of Woodland and are legacy/classic members determined by CalPERS are eligible for the 3.0% @ 55 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.2.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2.7% @ 57 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.3 PERS Employee Contribution towards Employees Share of Retirement cost.

10.1.3.1 Tier 1: Effective October 1, 2011, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0%@50 CalPERS retirement pension program.

10.1.3.2 Tier 2: Effective July 1, 2012, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0%@55 CalPERS retirement pension program.

10.1.3.3 Tier 3: (PEPRA) employees shall pay 50% of the normal cost as determined by CalPERS towards the 2.7%@57 CalPERS retirement pension program.

10.1.4 Employee Contribution towards Employer Cost.

10.1.4.1 Tier 1 and Tier 2 employees:

10.1.4.1.1 The City shall withhold 4% of salary to help pay for the cost of the enhanced 3.0%@ 50 retirement formula and the 3.0%@ 55.
10.1.4.1.2 Effective August 4, 2015 the City amended the CalPERS contract to increase the PERS Cost Share of 4% by .887% to a total of 4.887%.

10.1.4.1.3 Effective July 1, 2013, employees shall pay an additional 3% towards the employers PERS contribution.

10.1.4.1.4 Tier 1 and Tier 2 employees pay a total of 16.887% towards the PERS contribution.

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

10.1.6 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. Effective September 7, 2011, the City shall discontinue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation.

10.1.7 The City will provide the PERS 1959 Survivor Benefit, Level IV.

10.1.8 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

10.1.9 The City will requested from PERS an actuarial estimate for the Pre-retirement Option 2 Death Benefit option. The City and WPSA executed a side letter of agreement addressing the steps to be taken upon receipt of the actuarial study. Effective September 1, 2010, the City has amended its contract with PERS to provide the Pre-retirement Option 2W Death Benefit.

10.2 **PERS Non Safety – Miscellaneous Members**

10.2.1 Miscellaneous Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

10.2.1.1 Tier 1: Employees hired by the City of Woodland on or before December 4, 2012 are eligible for the 2.7% @ 55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.

10.2.1.2 Tier 2: Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the City of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2% @ 60 CalPERS
retirement pension program calculated at the three-year average pensionable compensation formula.

10.2.1.3 Tier 3: Public Employees’ Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2% @ 62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.2.2 PERS Employee Contribution towards Employee’s Share of Retirement cost.

10.2.2.1 Tier 1: Employees shall pay the full 8% of pensionable salary of the employee share towards the 2.7%@55 CalPERS retirement pension program.

10.2.2.2 Tier 2: Employees shall pay the full 7% of pensionable salary of the employee share towards the 2%@60 CalPERS retirement pension program.

10.2.2.3 Tier 3: (PEPRA) employees shall continue to pay 50% of the normal cost as determined by CalPERS towards the 2%@62 CalPERS retirement pension program.

10.2.3 Employee contribution to Employers Cost of CalPERS Retirement Pension Program.

10.2.3.1 Employees in Tier 1 and Tier 2, the City shall withhold 3% of salary to help pay for the cost of the enhanced 2.7% @ 55 retirement formula and the 2% @ 60.

10.2.3.2 Employees in Tier 1 and Tier 2 shall pay an additional 3% towards the employers PERS contribution.

10.2.3.3 Tier 1 employees pay a total of 14% towards the PERS contribution, and Tier 2 employees pay a total of 13% towards the PERS contribution.

10.2.4 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21574. This benefit provides a monthly allowance to certain eligible survivors of an employee who dies prior to retirement.

10.2.5 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965.
10.2.6 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

ARTICLE XI
EMPLOYMENT PROBATION

11.1 Probation

11.1.1 All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

11.1.2 The probationary period for new Police Supervisory employees shall be one (1) year following promotion or selection.

11.1.3 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be twelve (12) months.

11.1.4 The Police Chief may extend the probationary period in three (3) month increments not to exceed one (1) year if he feels additional time is necessary to adequately evaluate the employee.

ARTICLE XII
MISCELLANEOUS

12.1 No Discrimination

12.1.1 The City and Association both agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activity on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

12.2 Modification
12.2.1 There will be no alteration or modification of any provision contained in this Memorandum without the consent of all parties hereto.

12.3 Separability of Provisions

12.3.1 Should any section, clause or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE XIII
MANAGEMENT RIGHTS

13.1 Management Rights

13.1.1 Nothing contained in this Memorandum of Understanding shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights: to determine the mission of its constituent department, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies, including overtime; and to exercise complete control and discretion over the technology of performing the work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications.

13.1.2 The exercise by the City of the rights in the above paragraph does not preclude employees or their recognized organizations from filing a grievance regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.
ARTICLE XIV
SURVEY AGENCIES

14.1 Survey Agencies

14.1.1 The City and Association have agreed to utilize the following agencies in conducting compensation surveys:

Rocklin
Davis
Lodi
Manteca

West Sacramento
Yuba City
Lincoln

ARTICLE XV
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

15.1 Other Compensable Items Not Set Forth Herein

15.1.1 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 on July 1, 2017, 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 18th 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 Police Supervisors Association  
Effective July 1, 2017

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<th>CLASSIFICATION</th>
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For future Salaries please refer to the City of Woodland published Salary Schedule.