MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WOODLAND POLICE OFFICERS’ ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Officers' Association, representing employees employed by the City of Woodland in the classifications of Police Officer, Community Services Officer, Crime Prevention Specialist, Senior Police Records Specialist and Police Records Specialist 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 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: July 26, 2017

Jason Drobish, President of the Woodland Police Officers’ 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. 6887

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
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AND THE
WOODLAND POLICE OFFICERS' ASSOCIATION

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ARTICLE I - GENERAL PROVISIONS

1.1 Recognition

1.1.1 The City recognizes the Woodland Police Officers’ Association (WPOA) as the sole and exclusive representative for full time employees of the City of Woodland in the classifications of Police Officer, Community Services Officer, Senior Police Records Specialist, Crime Prevention Specialist, and Police Records Specialist.

1.2 Term

1.2.1 This Memorandum of Understanding (MOU) shall be in effect from July 1, 2017, and shall remain in full force and effect through 11:59 p.m. on June 30, 2021.

1.3 Peaceful Performance

1.3.1 The Association agrees that during the term of this Memorandum of Understanding the Association will not 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.

1.4 Salary Survey

1.4.1 Total compensation survey shall be conducted prior to negotiations using the following cities: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento and Yuba City. The total compensation shall include and be limited to the following: top step salary, maximum education incentives, maximum POST Certificates, uniform allowance, maximum longevity, employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, and employer contribution towards family medical, dental and vision insurance.

1.5 Base Rate of Pay

1.5.1 Base rate of pay is defined as the straight time (hourly) rate of pay, excluding premiums and incentives.

1.6 Regular Rate of Pay
1.6.1 Regular rate of pay is defined as the rate of pay paid to an employee which includes: longevity pay, FTO pay, corporal pay, bilingual pay, holiday in-lieu pay, POST and education incentives, medical in-lieu pay, and any other premium pay as required by the Fair Labor Standards Act (FLSA).
ARTICLE II – COMPENSATION

2.1 **Salary**

2.1.1 All classifications shall receive the following salary increases:

- Effective July 1, 2017, two percent (2%) salary increase.
- Effective January 1, 2018, one percent (1%) salary increase.
- Effective July 1, 2018, two percent (2%) salary increase.
  - If the CalPERS Safety contribution amount for unfunded liability increases by less than nineteen percent (19%) from 2017/18 to 2018/19, then the salary increase shall be an additional one and one-half percent (1.5%).
- Effective July 1, 2019, two percent (2%) salary increase.
  - If the CalPERS Safety contribution amount for unfunded liability increases by less than seventeen percent (17%) from 2018/19 to 2019/20 and less than thirty-nine percent (39%) from 2017/18 to 2019/20, then the salary increase shall be an additional two percent (2%).
- Effective July 1, 2020, two percent (2%) salary increase.
  - If the CalPERS Safety contribution amount for unfunded liability increases by less than fourteen percent (14%) from 2019/20 to 2020/21 and less than fifty-eight percent (58%) from 2017/18 to 2020/21, then the salary increase shall be an additional two percent (2%).

2.1.2 Senior Police Records Specialist shall be benchmarked ten percent (10%) above Police Records Specialist.

2.2 **Uniform Allowance**

2.2.1 New Police Officers shall receive one set of Level IIIA soft body armor upon hire. The City will replace soft body armor within six (6) months prior to the expiration of the manufacturers warranty.

2.2.2 The City shall provide each newly hired Police Officer, Community Service Officer and Police Records Specialist with a set of uniforms consisting of:

1. One Long Sleeve Shirt
2. Two Short Sleeve Shirts
3. Two Uniform Trousers
4. One Winter Jacket
5. One Pants Belt
6. Eight Shoulder Patches
7. Baseball Cap (Police Officers Only)
8. Beanie (Police Officers Only)
9. Raincoat (Police Officers Only)
In the event the City of Woodland mandates a uniform change the employees shall have eighteen (18) months to transition to the new uniforms. If the City requires the transition to be completed in less than eighteen (18) months, the City will incur the costs.

If the Chief or Police approves the Association’s request for a uniform change, the change shall be implemented over six (6) months.

2.3 Personal Property

2.3.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced by the City of Woodland.

2.3.2 Personal property are those items necessary during job-related activities. Items include uniforms, eyewear, false teeth, cell phones, and watches.

2.3.3 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.

2.3.4 The total payable claims for non-prescription glasses shall be $100.00 and $175.00 for prescription glasses per occurrence. The total payable claims for watches shall be $50.00 per occurrence.

2.3.5 Personal property claims must have a police report or memo to the Chief of Police attached to the claim identifying loss or damage in the course of a law enforcement action.

2.4 City Equipment and Clothing Return

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

2.4.2 Safety Equipment Issued

The City shall provide each police officer the below listed safety equipment to use in the performance of their duties:

1. Handgun and ammunition.
2. Handgun holster.
3. Three hand gun magazines and magazine holder.
4. Taser and Taser holster.
5. Sam Browne Belt and four keepers.
6. Handcuffs and handcuff case.
7. Radio and radio holder.
8. Riot baton and baton holder.
9. ASP and ASP holder.
10. Pepper spray and pepper spray holder.
11. Flashlight (rechargeable) and flashlight holder.
13. Riot helmet.

2.4.3 Disposition of Service Weapon

Upon a disability or service retirement each sworn employee shall be given the opportunity to purchase their issued service weapon without magazines, as long as they have a minimum of ten (10) years of service with the City. The purchase price of the service weapon shall be based on the following number or years of service to the City.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Cost of Weapon</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$100.00</td>
</tr>
<tr>
<td>15</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>20 or more</td>
<td>$  1.00</td>
</tr>
</tbody>
</table>

Purchasing the service weapon at the time of retirement may be denied for a psychological or stress related disability retirement.

The employee shall pay all transfer fees changing ownership from the City to the employee.

2.5 Call-Back Pay

2.5.1 Employees called back to duty or required to appear in court shall be compensated at one and one-half (1-1/2) times their regular rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.

2.5.2 Callback 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, overtime shall be paid for actual time spent.

2.6 Departmental Meetings and Training

2.6.1 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 regular rate for a minimum of four (4) hours.
2.6.2 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 their next regularly scheduled shift, compensation will be at the rate of one and one half (1-1/2) times their regular rate for a minimum of four (4) hours.

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

2.6.4 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 regular rate for the actual time spent in attendance.

2.6.5 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.

2.6.6 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 regular 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.)

2.6.7 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 regular rate for the actual time in attendance at the meeting.

2.7 Overtime Pay

2.7.1 Employees who work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated at a rate of one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for purpose of calculating overtime.

2.7.2 The Department shall not cancel overtime without at least forty-eight (48) hours prior notice. If the Department cancels overtime with less than forty-eight (48) hours' notice, on an employee's regularly scheduled day off, the City shall pay
the employee seventy dollars ($70.00) for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is cancelled with less than forty-eight (48) hours’ notice and the overtime was on a regularly scheduled shift, the employee shall be paid at the rate of forty dollars ($40.00) per occurrence. Only one occurrence can be claimed per day. Over time assigned contiguous to the current shift and cancelled during the same shift shall not result in cancellation pay.

2.7.3 Overtime may be taken in cash or in the form of Compensatory Time Off (CTO). CTO time off shall be earned at the rate of time and one half to a maximum accrual of seventy (70) hours. Employees may elect to accrue CTO or be paid in cash.

2.8 Compensatory Time Usage

2.8.1 CTO requests shall be approved up to one (1) below minimum staffing. Any CTO requests which would cause the affected shift to be two (2) or more below minimum staffing would have to be backfilled by the employee before approved.

2.8.2 Requests for CTO 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 five (5) days in advance of the requested CTO. The Chief of Police or designee will respond within seventy-two (72) hours of having received the CTO request.

2.8.3 Once CTO is approved, authorization cannot be rescinded, except in the case of an emergency.

2.9 Court Appearance

2.9.1 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will notify the employee by phone or text. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

For the morning calendar, the employee must be notified by 5:00 p.m. the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must be notified by 12:00 noon. Afternoon cancellations and continuances will be made by 12:00 noon.

2.9.2 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 Lieutenants findings are final.

2.9.3 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 employees’ voice mailbox in the time frames described above, there is no compensation for that appearance.

2.9.4 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 seventy dollars ($70.00) per occurrence. Only one occurrence can be claimed for any one day off.

2.9.5 If the subpoena was canceled on a duty day, but the employee was not on duty at the time of cancellation, compensation shall be paid at the rate of forty dollars ($40.00) per occurrence. Only one occurrence can be claimed per day.

2.10 On-Call Pay

2.10.1 Officers 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 on-call.

2.10.2 Officers shall be paid five dollars ($5.00) per hour for any hours assigned to on-call. During the time officers are being compensated for emergency call-back, on-call will not apply. On-Call duty requires that the officer:
   a. Be ready to respond to calls for service;
   b. Be reachable by telephone, 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 Longevity Pay

2.11.1 Longevity Pay shall be earned as follows:

   a. Employees with twelve (12) years completed service will receive an additional two and half (2.5%) of base pay as a retention incentive; and
   b. Employees with seventeen (17) years completed service will receive an additional five (5%) percent of base pay as a retention incentive
   c. Pay increases are not cumulative.
ARTICLE III - SPECIAL ASSIGNMENTS

3.1 Field Training Officer

3.1.1 Employees in the assignment of Field Training Officer (FTO) pursuant to Police Department policy shall receive an additional seven-five percent (7.5%) of base rate of pay for the pay period when they have a trainee.

3.1.2 Employees assigned as Field Training Officers shall not be assigned a trainee for training purposes in excess of one hundred twenty (120) consecutive days. In determining the one hundred twenty (120) consecutive days, interruptions of seven (7) or less days, including excused absences by the trainee, shall be included in the total calculation of days.

3.1.3 A one hundred twenty (120) consecutive day period shall be followed by a minimum of thirty (30) consecutive days without a trainee. During this time, a Training Officer may be assigned to other Field Training Officer administrative functions.

3.1.4 The Chief of Police may declare that exigent circumstances exist, and may override the one hundred twenty (120) day maximum training limitation in order to avoid leaving a trainee without a trainer. It would be the Department's intent to take reasonable steps to insure any such declarations are the exception, rather than the rule.

3.2 Corporal

3.2.1 The Chief of Police may assign officers to the position of Corporal for which they will be compensated an additional five (5%) percent of base rate of pay for the duration of the assignment.

3.3 Canine Officer

3.3.1 Employees assigned to work as Canine Officers shall receive additional compensation at the rate of three and a half (3.5) additional hours of overtime pay per week. This pay is recognition of the additional hours required of employees assigned to care for a City dog. City and association mutually agree that the additional three and a half (3.5) hours pay does represent reasonable compensation for the additional task required. No employee shall work more than three and a half (3.5) hours in performing Canine Officer duties without the express direction of their supervisor.

3.4 Bilingual Pay
3.4.1 The City shall maintain the existing bilingual policy. Employees who are bilingual shall receive two hundred ($200.00 dollars) dollars per month. City will explore the addition of other languages as appropriate, including sign language.

ARTICLE IV - EDUCATIONAL INCENTIVE

4.1 POST Certificates

4.1.1 Employees shall receive an additional two and one-half (2.5%) percent of base rate of pay for holding a POST Intermediate certificate.

4.1.2 Employees shall receive an additional two and one half (2.5%) percent of base rate of pay for holding a POST Advanced certificate. Effective January 1, 2019, employees shall receive an additional four (4%) percent of base rate of pay for holding a POST Advanced certificate.

4.1.3 Employees shall receive an additional two and one-half (2.5%) percent of base rate of pay for having a Bachelor’s degree.

4.2 Training and Travel Expenses

4.2.1 Employees in 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. 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 one and one half (1 1/2) times their regular rate of pay for the time actually worked. This will be agreed upon by the division commander and the employee prior to the training leave.

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

4.2.3 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, City 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, and/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 as 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.

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

ARTICLE V - MEDICAL AND RELATED BENEFITS

5.1 Medical Insurance

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

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

<table>
<thead>
<tr>
<th>Tier</th>
<th>Medical Benefit</th>
<th>Cafeteria Plan Benefit</th>
<th>Total Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>Note 1</td>
<td>Note 2</td>
<td>Note 3</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>Note 1</td>
<td>Note 2</td>
<td>Note 3</td>
</tr>
<tr>
<td>Employee plus family</td>
<td>Note 1</td>
<td>Note 2</td>
<td>Note 3</td>
</tr>
</tbody>
</table>

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: Effective January 1, 2018, the Total Benefit shall be $730.46 for employee only, $1533.02 for employee plus one, and $1960 for employee plus family. These amounts will increase by seven percent (7%) annually on January 1. Employees who purchase medical through the City are not entitled to cash-back.

Note 4: Employees hired before July 1, 2006, who qualify for the “employee” only tier shall receive a total benefit equal to the “employee plus one” tier.

5.1.3 If the CalPERS PORAC rate increase by more than fifteen percent (15%) in any given year, the City shall increase “Note 3” by fifty percent (50%) of the amount over the fifteen percent (15%) increase. Article 5.1.3 shall sunset on June 30, 2021.

5.1.4 Employees who provide proof of dual coverage under CalPERS or other qualified medical insurance program may decline to accept medical coverage and receive medical in lieu. Employees who received medical in lieu of $565 per month as of July 1, 2017, shall continue to receive $565 per month; all other employees shall be eligible for medical in lieu of $405 per month.
5.1.5 Retirees who qualify for Medicare who enroll in CalPERS medical insurance must enroll in a CalPERS supplemental medical Plan.

5.2 **Medical Insurance Upon Retirement**

5.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan.

5.2.2 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:

5.2.2.1 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;

5.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the “Total Benefit” reflected in Note 3.

5.2.2.2.1 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.

5.2.2.3 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;

5.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible.

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

5.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the “Medical Benefit” reflected in Note 1.

5.2.3.2 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.

5.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City’s RHSP is mandatory.
5.2.3.2.2 Contributions: The City shall contribute fifty dollars ($50.00) per month to the employee’s RHSP account; likewise, the employee shall contribute fifty dollars ($50.00) 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 fifty dollars ($50.00) per month for each month served in the employee’s initial probation.

5.2.3.2.3 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.

5.2.3.2.4 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.

5.3 Sick Leave

5.3.1 Sick Leave Accumulation

Employees earn and accumulate sick leave at the rate of 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.

5.3.2 Use of Sick Leave

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

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

5.4 Dental Insurance

5.4.1 The City will maintain the Delta Dental insurance program.
5.5 Vision/Optical

5.5.1 The City agrees to provide vision insurance to employees with a fifteen-dollar ($15.00) deductible.

5.6 Life Insurance

5.6.1 The City agrees to provide life insurance to employees with minimum benefit payable of fifty thousand dollars ($50,000).

5.7 Flexible Spending Account

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

5.8 Use of Tobacco Products

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

6.1 Holidays

6.1.1 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.

6.1.2 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 number of hours.

6.2 Vacation

6.2.1 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.

6.3 Vacation Accrual

6.3.1 Vacation accrual for employees shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Earned per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years</td>
<td>6.7 hours</td>
</tr>
<tr>
<td>4 to 5 years</td>
<td>8.7 hours</td>
</tr>
<tr>
<td>6 to 10 years</td>
<td>10 hours</td>
</tr>
<tr>
<td>11 to 15 years</td>
<td>12 hours</td>
</tr>
<tr>
<td>16 and over</td>
<td>14 hours</td>
</tr>
</tbody>
</table>

6.4 Vacation Accumulation

6.4.1 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.

6.4.2 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.

6.5 Sick Leave
6.5.1 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 Other Leave

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

6.7 Bereavement Leave

6.7.1 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.

6.8 Catastrophic Leave Bank

6.8.1 Employees may donate vacation, CTO or holiday leave to Catastrophic Leave Bank. Employees may receive donated time when:

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

   b. The receiving employee has exhausted all leaves.

6.8.2 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 VII - WORK HOURS

7.1 Sworn Schedule

7.1.1 Sworn employees shall work the 4/10 work schedule consisting of four (4) consecutive days of ten (10) hours per day. All days off shall be consecutive.

7.1.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours notice.

7.1.3 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.

7.2 Non-Sworn 4/10 Work Schedule

7.2.1 CSOs assigned to Patrol and Investigations shall work the 4/10 work schedule consisting of four (4) consecutive days of ten (10) hours per day. All days off shall be consecutive.

7.2.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours notice.

7.2.3 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.

7.3 Non-Sworn 9/80 Work Schedule

7.3.1 Non-Sworn employees shall work the 9/80 work schedule consisting of forty hours each week, each week consists of four (4) days of nine (9) hours per day and one (1) eight (8) hour day which shall be split between work weeks at 4 hours for each work week. All days off shall be consecutive.

7.3.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours notice.

7.3.3 Paid leaves shall accrue at the current hourly rate.

7.4 Lunch Periods

7.4.1 Sworn employees shall receive a paid lunch period.

7.4.2 CSOs assigned to patrol shall receive a paid lunch period.
7.4.3 Non-sworn employees shall receive an unpaid thirty (30) minute lunch period. Employees must have supervisor approval to work through their lunch period.

7.5 Alternate Work Schedules

7.5.1 In addition to the 4/10 or 9/80 work schedules, the Chief of Police may establish alternate work schedules.

7.5.2 For purposes of this section, alternate work schedules shall include, but not be limited to:

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

7.5.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during five (5) workdays at other than traditionally scheduled hours for the assigned shift.

7.5.2.3 Other schedules approved by the Chief of Police.

7.5.2.4 Alternate 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, the Chief of Police shall meet and confer over the discontinuance of an alternate work schedule prior to terminating the schedule.
ARTICLE VIII - LIGHT/LIMITED DUTY

8.1 Light/Limited Duty

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

8.1.2 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.

8.1.3 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, the employee 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 they are 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 IX - PERS RETIREMENT

9.1 PERS Retirement

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

9.1.2 Tier-1 Police Safety Members.

9.1.2.1 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.

9.1.2.2 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.

9.1.3 Tier-2 Police Safety Members.

9.1.3.1 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.

9.1.3.2 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.

9.1.4 Tier-3 Police Safety PEPRA Members

9.1.4.1 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.

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

9.2.1 The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

9.2.2 Tier-1 Miscellaneous Members

9.2.2.1 Miscellaneous Members hired on or before December 5, 2012, shall receive the 2.7% @ 55 formula the Fourth Level of the 1959 Survivor's Benefit, highest twelve (12) months for final compensation determination, Military Service Credit as Public Service and the Unused Sick Leave Credit option.

9.2.3 These Miscellaneous Members shall pay the employees share of eight percent (8%) plus six percent (6%) of the employer contribution via PERS contract amendment for a total of fourteen percent (14%), on a pre-tax basis.

9.2.4 Tier-2 Miscellaneous Members

9.2.4.1 Miscellaneous Members hired after December 5, 2012, and before January 1, 2013 or Classic Members as defined by CalPERS shall receive the 2% @ 60 formula the Fourth Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination Military Credit as Public Service, and the Unused Sick Leave Credit option.

9.2.4.2 These Miscellaneous Members shall pay the employees share of eight percent (8%) plus six percent (6%) of the employer contribution via PERS contract amendment for a total of fourteen percent (14%), on a pre-tax basis.

9.2.5 Tier-3 Miscellaneous PEPRA Members

9.2.5.1 New Miscellaneous Members as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2% @ 62 formula the Fourth Level of the 1959 Survivor's Benefit. highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

9.2.5.2 These Miscellaneous Members will pay half the total normal cost as determined by CalPERS on a pre-tax basis.
ARTICLE X - EMPLOYMENT PROBATION

10.1 Probation

10.1.1 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.

10.1.2 The probationary period for new (Sworn) employees shall be one (1) year following successful completion of Police Academy training. The probationary period for new (Non-sworn) employees shall be one (1) year. Merit increases from initial hire step to the next step will occur after twelve (12) months on the basis of merit.

10.1.3 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.

10.1.4 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 XI - MEMORANDUM OF UNDERSTANDING

11.1 No Discrimination

11.1.1 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.

11.2 Modification

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

11.3 Separability of Provisions

11.3.1 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 XII - MANAGEMENT RIGHTS

12.1 Management Rights

12.1.1 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.

12.1.2 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 XIII – AGENCY SHOP

13. Employees in Association

13.1 Employees covered by this MOU are required to either join the Woodland Police Officers’ Association (WPOA) or pay a service fee within 30 days of being hired. If an employee elects neither option and does not qualify for the conscientious objection status set forth below; the City shall deduct the service fee from the employee’s paycheck and remit to WPOA.

An employee who exercise’s their rights under Government Code Section 3502.2 (c) shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay an amount equal to the dues to one of the nonreligious, no labor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code listed below:

a) National Law Enforcement Officers Memorial Fund.
b) California Police Memorial.
c) Concerns of Police Survivors.
ARTICLE XIV – SEPARATION FROM SERVICE

14.1 Dismissal

An employee in the classified service may be dismissed by the Appointing Authority as provided for in the personnel rules. Whenever it is the intention of the Appointing Authority to dismiss an employee in the classified service, the Assistant City Manager shall be notified.

14.1.1 Non-Disciplinary Dismissal

14.1.1.1 Inability to Perform Job Functions/Fitness for Duty. An employee with a disability (including a disability related to use of alcohol or drugs) or other condition which render the employee unable to perform the essential functions of his or her job with reasonable accommodation.


14.2 Lay-Off

14.2.1 General Policy. An employee in the classified service may be laid-off because of either the abolishment of his or her position or a determination by the City that there is a shortage of work or funds. The City Council shall determine when and in what classifications lay-offs are to occur. The Personnel Officer shall be responsible for the implementation of a lay-off order of the City Council in accordance with the procedures described herein.

14.2.2 Scope and Order of Lay-off. Lay-offs shall occur in inverse order of seniority date (as defined in Personnel Rule 13.2.5) within a job classification in the following order of employee status:

   a. provisional
   b. temporary part-time
   c. temporary full-time
   d. probationary employee
   e. regular classified part-time
   f. regular classified full-time

The Personnel Officer shall make an effort to transfer an employee who is affected by a lay-off to a vacant position for which the Personnel Officer determines the employee is qualified.

14.2.3 Notice of Lay-Off to employee Organization. When lay-offs are to occur, the Personnel Officer shall notify the applicable employee organization whose member(s) would be affected at the time the employees are notified.
14.2.4 Notice of Lay-Off to Employees. An employee to be laid-off shall be notified in writing of the impending action at least twenty (20) working days in advance of the effective date of the lay-off. The notice shall include the following information:

- Reason for lay-off
- Effective date of lay-off
- Employee rights as provided in these rules including all pertinent forms (e.g., LP-1, LP-2) and a copy of all Personnel Rules regarding the City’s lay-off procedure.

14.2.5 Seniority Date

The seniority date of an employee shall be based upon time in classification for regular City employment or, in cases where there has been a break in continuous employment (other than any authorized leave), the recalculated date of hire as specified in Personnel Rule 6.1.2. Periods of approved leaves of absence shall be credited as continuous service with the City.

14.2.6 Seniority List

When the City Council has determined that lay-offs shall occur, the Personnel Officer shall prepare a seniority list for employees in affected classifications. The list shall place the employee with the most recent seniority date first, the employee with the next most recent seniority date second, and so forth. A copy of the list shall be made available to the impacted employee(s) and their employee organization(s).

14.2.6.1. Same Seniority Date:

In cases of the same seniority date, employees will first be rated according to the extent of their other City of Woodland service not otherwise considered for seniority. If no other City of Woodland service helps determine seniority, and if no other departmental policies or procedures establish seniority, then seniority shall be determined by lottery. The lottery should be conducted at the time of hire; but in absence of such, the Personnel Officer shall conduct a lottery to determine seniority for individuals with the same seniority date.

14.2.7 Reinstatement Following Lay-Off

For a period of twelve (12) months from the date an employee is laid-off due to non-disciplinary reasons the name of the employee shall be placed on a reinstatement list for the job classification held by the employee at the time of the lay-off. The Personnel Officer may extend reinstatement lists for up to an additional twelve (12) months. The time period for reinstatement shall be thirty-
six (36) months in cases of demotion in lieu of lay-off. Placement on the reinstatement list shall be in order of seniority. Any vacancy occurring in a classification for which such a list has been developed shall be filled by the most senior person on the list provided that the following conditions are met:

a. the most senior person listed is still qualified for the classification; and
b. the most senior person listed is available and accepts the reinstatement offer; and
c. the City is not prohibited by law or court ruling from making the reinstatement on this basis.

A regular classified employee who has been laid-off may request that his or her name be placed on the reinstatement list for:

a. a lower class in his or her current job series, or
b. classification(s) held by the employee provided the employee meets the classification’s current qualifications.

Such requests shall be made to the Personnel Officer within ten (10) working days of the employee’s date of lay-off, using form LP-1 and shall be made in the manner specified by the Personnel Officer.

14.2.8 Removal of Names from Reinstatement Lists

The Personnel Officer may remove an employee’s name from a reinstatement list if any of the following occur:

a. the individual indicates that he or she will be unable to return to employment with the City during the life of the list; or
b. the individual cannot be reached after reasonable efforts have been made to do so; or
c. the individual refuses three (3) reinstatement offers.

14.2.9 Rights and Responsibilities

In addition to others identified herein, employees affected by these procedures shall have the following rights:

Through prior arrangement with their immediate supervisor an employee who has been notified of their impending lay-off shall be granted reasonable time off without loss of pay to participate in a prescheduled interview or test for other employment. Additionally, through prior arrangement with their immediate supervisor, an employee may also use accrued vacation leave time to seek and apply for other employment.
14.2.10 Accrued Leave and COBRA Rights

An employee who has been laid-off shall be paid in full for their unused accrued vacation leave and unused compensation time on the effective date of the lay-off. An employee who has been laid-off may elect to continue health insurance coverage through the City of Woodland in accordance with COBRA regulations.

14.2.11 Employee Displacement

An employee who receives a notice of lay-off may displace either: an employee holding a lower classification in the laid-off employee’s current series or an employee in a position previously held permanently in the City by the laid-off employee provided the employee:

a. has more City seniority than the employee to be displaced. Seniority shall be defined as time in classification plus time in higher classifications;
b. is willing to accept the reduced level of compensation, if any;
c. can meet the qualifications in effect on the date of the lay-off for the other classification;
d. requests displacement action within ten (10) days after receipt of the notification of lay-off using form LP-2, in the manner prescribed by the Personnel Officer.

14.2.12 Employee Reinstatement

When an individual is reinstated he or she shall be entitled to:

a. retain his or her seniority date with an adjustment for the period of lay-off. The employee shall not accrue employment seniority while on a reinstatement list.
b. accrue vacation leave currently in effect based on the recalculated hire date.
c. have any unused sick leave reinstated.
d. retain the same salary range and step they held at the time of the lay-off (if the individual is reinstated into the job classification from which he or she was laid-off).
e. be assigned to the salary range of the new classification in the step closest to the salary he or she earned at the time of the lay-off (for individuals reinstated into a job classification other than the classification from which they were laid-off).

14.2.13 Probationary Period During Lay-offs

An individual reinstated into the classification from which he or she was laid-off while still a probationary employee shall complete, upon return to the job, the
remaining portion of their probationary period, if any, in effect at the time of the lay-off. Similarly, reinstated employees shall complete the appropriate work time necessary to attain a higher vacation leave accrual rate or to become eligible for a salary step increase, if such changes are possible.

14.2.14 Appeals

An employee may appeal actions taken or interpretations made pursuant to the procedures described in this Rule as provided in Personnel Rule 14.7. Determinations by the City Council relative to when and in what classifications lay-offs are to occur shall not be matters subject to the appeal procedures.

14.3 Interpretation

In applying this layoff procedure to employees the City shall:

a. Utilize a 24-month reinstatement period.

b. Allow individuals removed from a reinstatement list to be reinstated if there was valid reason(s) for the City being unable to contact them.

c. Break seniority ties by lottery.

14.4 Mediation

Prior to the submission of a disciplinary appeal to the Personnel Board pursuant to Personnel Rule 14, either the City or appellant may request the matter be submitted to mediation. Upon such request, time limits shall be stayed pending completion of the mediation process. The State Mediation and Conciliation service shall be contacted to assign a mediator. The mediator shall, in a confidential process, attempt to help the City and appellant reach a mutually acceptable resolution. If no resolution is reached the appeal process shall continue as outlined in the Personnel Rules without reference to the mediation process or discussions.
ARTICLE XV – ASSOCIATION TIME BANK

15.1 Association Time Bank

15.1.1 Association members shall donate three (3) hours of their vacation time, from the first pay period of each year to the Association Time Bank under the following guidelines:

The City shall deposit two hundred (200) hours annually on July 1, into the Association Time Bank.

15.1.2 Requests to use time from the bank must have prior approval from the President of the Association and made reasonably in advance. Approval will be subject to the operational necessity of the department.

15.1.3 Time may be used for:

b. Association meetings.
c. Association training/conferences.
ARTICLE XVI – REOPENERS

16.1 Military Leave Reopener

16.1.1 The Association and the City shall meet with all City bargaining units to establish military leave benefits, if an agreement is not reached by December 31, 2017, then the City and the Association shall meet and confer to establish military leave benefits to be added to this MOU. The addition of any military leave benefits must be reached by mutual agreement.

16.2 Medical Reopener

16.2.1 The Association agrees to reopen with the City prior to December 31, 2019, to evaluate replacing CalPERS medical with another provider. The elimination of CalPERS medical and replacement plan must be reached by mutual agreement.

16.3 Take-Home Vehicle Reopener

16.3.1 The Association and the City shall meet and confer prior to December 31, 2017, on the take-home vehicle policy. Changes to this Memorandum of Understanding must be reached by mutual agreement.
ARTICLE XVII OTHER COMPENSABLE ITEMS

17.1 Other Compensable Items Not Set Forth Herein

17.1.1 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

[Signature]
Angel Barajas, Mayor

ATTEST:                APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk                [Signature]
Kara K. Ueda, City Attorney
### Exhibit A – Salary Schedule

**Woodland Professional Police Officers Association**

**Effective July 1, 2017**

<table>
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<th>CLASSIFICATION</th>
<th>RANGE NO.</th>
<th>UNIT</th>
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<th>B STEP</th>
<th>C STEP</th>
<th>D STEP</th>
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### Effective January 1, 2018

**1% Increase**

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<th>D STEP</th>
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<th>G STEP</th>
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<td>Police Officer **</td>
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Future COLA’s are contingent on CalPERS Unfunded Liability rates. Please refer to the City of Woodland published Salary Schedule.