

RESOLUTION NO. 16-51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RIPON ADOPTING THE MEMORANDUM OF UNDERSTANDING
FOR FISCAL YEARS 2016-17 and 2017-18 FOR ALL
EMPLOYEES OF THE CITY OF RIPON
POLICE OFFICER'S ASSOCIATION

WHEREAS, the City Council of the City of Ripon, having engaged in good faith negotiations with duly recognized bargaining units, is desirous of adopting a Memorandum of Understanding for all employees of the City of Ripon Police Officer's Association (RPOA) for Fiscal Years 2016-17 and 2017-18; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ripon does hereby adopt that certain Memorandum of Understanding attached hereto as Exhibit "A" for the period July 1, 2016 through June 30, 2018, filed with the City Clerk of the City of Ripon this 12th day of July, 2016, as the current compensation plan for the City of Ripon for these employees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 12th day of July, 2016, by the following vote:

AYES:	Zuber, Uecker, Restuccia, Parks
NOES:	None
ABSENT:	Winchell
ABSTAINING:	None

THE CITY OF RIPON, A Municipal Corporation

By: 

Jacob Parks, Mayor

ATTEST:


LISA ROOS, City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2016 through June 30, 2018

BETWEEN THE CITY OF RIPON
AND
RIPON POLICE OFFICERS' ASSOCIATION

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

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

I. ARTICLE I – INTRODUCTORY CLAUSES

- A. This Agreement (Agreement) is entered into between the City and the Association. It is the intent and purpose of this Agreement to assure harmonious labor relations between the parties hereto, to provide an equitable and peaceful process of resolving differences which may arise, and to establish rates of pay, wages, hours of employment and other conditions of employment.
- B. The City Merit System Rules and Regulations, and/or policies of the Ripon Police Department, which are not in conflict with this Agreement, will remain in effect unless modified after applicable process.

II. ARTICLE II – RECOGNITION

- A. The City confirms its prior Council recognition of the Association as the exclusive bargaining representative for the classification of Patrol Officer.

III. ARTICLE III – ASSOCIATION SECURITY

- A. There shall be no discrimination, interference, restraint, or coercion by the City, or any City representative against any member because of Association membership.
- B. The City agrees there will be no aid, promotion or financing of any labor

organizations which purport to represent the employees in this bargaining unit and that any such activities on the part of the City or its agents is prohibited unless permitted under the Meyers Milias Brown Act.

IV. ARTICLE IV – WORK RULES – EXISTING BENEFITS

- A. Unless specifically provided for in this MOU, nothing in this MOU should be deemed to have eliminated or superseded a benefit in an existing policy, rule or binding past practice.
- B. The terms and conditions of this Agreement shall control over ordinances and resolutions of the governing body of the City where there is a conflict with a provision of this Agreement.

V. ARTICLE V – ASSOCIATION BUSINESS AND MEETINGS

- A. The City will allow elected Association Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with at least thirty (30) days prior notice to the City, for up to one (1) hour per quarter, except in cases of emergency, where the staffing impact would not permit the Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel are required to monitor radio and respond in the event of an emergency.
- B. The City will allow Association Board Members and shop stewards adequate release time to represent members during internal affairs interviews and grievance meetings while on duty except in cases of emergency where the staffing impact would not permit the Police Department to operate safely. This provision applies to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.
- C. The City will allow Association Board members to utilize their accrued time off to attend Association training, and conferences of state/national law enforcement associations, under the same terms and conditions required for all other time-off requests.
- D. Association employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be paid for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to create overtime for any Association member. This article is not subject to grievance.
- E. On January 1st of each year, the Association shall provide the City with a list of the elected Board members of the Association, and any members who are assigned as shop stewards. The Association may update this list as new members are appointed to the Board or to steward positions.

F. The City shall provide a location in the Department where a bulletin board may be placed at Association expense to post association business documents. The City shall allow the use of the internal email system for notices of meetings. The City shall allow the use of any City facility that the public may use for the holding of Association meetings, with the same reservation and use requirements.

VI. ARTICLE VI – SALARIES

- A. Base Rate of Pay - Base rate of pay shall be defined as the base hourly rate of pay that an employee receives in the salary range.
- B. Regular Rate of Pay - Regular rate of pay shall be as defined by the Fair Labor Standards Act, i.e. as the employee's base hourly rate of pay, plus all incentive and specialty pays earned on a recurring basis and converted to an hourly rate.
- C. Association employees who work the day before Christmas, will receive four (4) hours of vacation time paid.
- D. Association employees completing the P.O.S.T. Intermediate and Advanced Certifications will receive 2 ½% additional salary for each certificate for a maximum of 5%.
- E. Association employees working as Field Training Officer's (F.T.O.'s) shall receive an additional 5% compensation. This compensation will be paid only when the F.T.O. is doing F.T.O. or Officer in Charge (O.I.C) work during any pay period(s) designated by the Police Chief or his designee where the Association employee is working in the F.T.O or O.I.C capacity for any period of time.
- F. The current Patrol Officer salary shall be adjusted by the change in the employer's CalPERS rate from 2012/2013 to 2013/2014 (1.83%) for the duration of this Memorandum of Understanding.
- G. Effective the beginning of the first full pay period of July 2016, the Patrol Officer Level 187 salary shall be increased to Level 189.5.
- H. Additionally, Association employee's shall receive a one-time 3% cash **equity adjustment** based on the Association employee's actual rate of pay as of June 30th shall be made to Association employees the first full week of July 2016. One-time cash equity adjustments shall be made on a separate check from payroll.
- I. Effective the beginning of the first full pay period of July 2017, the Patrol Officer Level 189.5 salary shall be increased to Level 192.
- J. Additionally, Association employee's shall receive a one-time 3% cash **equity adjustment** based on the Association employee's actual rate of pay as of June 30th

shall be made to Association employees the first full week of July 2017. One-time cash equity adjustments shall be made on a separate check from payroll.

- K. If the City's property tax revenue, specifically "Property Tax Current Secured" (GL 100-41010) is not lower for fiscal year 2017-18 than the previous fiscal year, effective with the payroll period starting June 20, 2018, the Patrol Officer Level 192 shall receive an on-schedule **equity adjustment** to Level 196.

VII. ARTICLE VII – PERS CONTRIBUTIONS

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

VIII. ARTICLE VIII – SPECIAL COMPENSATION

- A. Association employees shall receive 2 hours of straight time at the base rate of pay for each day assigned to Court Standby time while off duty. However, the employee shall not be eligible for this standby pay if the employee also reports for a court appearance that day. "To Be Notified" status does not qualify for Court Standby pay.
- B. Association employees required to attend court outside of their scheduled work hours related to actions taken as an employee of the City of Ripon, shall receive the following compensation:
 - 1. Required in court more than two hours outside of a scheduled shift 2 hour minimum at 1.5 times the regular rate of pay.
 - 2. Required in court less than two hours outside of a scheduled shift 2 hour minimum at 1.5 times the regular rate of pay.
- C. Association employee who receives an a.m. subpoena more than four (4) hours prior to a p.m. subpoena, shall receive the applicable minimum overtime for each subpoena, regardless of length of appearance.

- D. Association employee ordered to return after the court's lunch break will receive compensation during the break period.

IX. ARTICLE IX – WAGE SUPPLEMENTS

A. Health and Welfare Benefits:

- 1. The City shall select the medical, dental, vision, chiropractic, life, long term care, and long term disability plans and make available to the Association employees.
 - a. The City shall continue the life insurance benefit of \$25,000 per employee.
 - b. Association employees shall be allowed to purchase additional life insurance, at their own cost, at the City's rate so long as no additional cost to the City is incurred.
- 2. The City agrees to reimburse Association employees for 100 percent of the Blue Shield Silver Plan healthcare deductible cost and Co-insurance cost after \$2,000 paid by the Association Employee through December 31, 2017.
- 3. The City agrees to pay 50 percent of the premium increase above the current maximum monthly contribution of \$1,760 for Association employees enrolled with Kaiser Permanente and \$1,415 for Association employees enrolled with Blue Shield. Actual amount shall be added by Sideletter when premiums are known.

B. Uniform Allowance:

- 1. The uniform allowance for Association employees will be \$1,000.00 per year for the duration of this MOU (July 1, 2016 to June 30, 2018). The uniform allowance will be covered through a voucher system with accounts set up with a uniform store that meets with the approval of the City Administrator, or to accept receipts for reimbursement.
- 2. Association employees assigned to the investigation unit may use up to \$600 of their uniform allowance toward the purchase of suits for their job as investigators. This is a one- time purchase during their assignment as investigators.
- 3. Association employees will be allowed to use up to 25% of their uniform allowance each year toward dry cleaning of their uniforms. This will be handled either through accounts set up by the City to be paid by the City, or to accept receipts from other dry cleaners for reimbursement.

4. The City accounting department will track purchases and dry cleaning use by each Association employee for each year. Any City approved uniforms and equipment required, other than those provided by the department, will be covered under the voucher system.

X. ARTICLE X – RULE REVISIONS

- A. Wireless mobile devices may be issued to Association employees as determined by the department. Response to mobile devices is non-mandatory during off-duty hours.
- B. The residency requirements for Association employees shall be 35-miles from Ripon City Hall. This may affect an Association employee’s eligibility or availability for standby duty, at the discretion of the Chief of Police.
- C. All Merit System Rules and Regulations, as adopted by the City, shall remain in effect unless otherwise specified in this agreement.

XI. ARTICLE XI – HOURS, OVERTIME, AND ASSIGNMENTS

- A. Overtime is defined as a City required act or time expenditure by an Association employee in excess of 160 hours for those Association employees working a 28-day Standard Work Period or in excess of an assigned shift. All paid leave shall be considered hours worked for the purpose of calculating overtime. Hours worked shall include, but not be limited to any and all regularly assigned hours, mandatory meetings, briefings, weapons qualifications, classes or courses, court appearances, travel, and special assignments when they are required. This does not prohibit the department from scheduling training schools and weapons qualifications as part of their regular work schedule. All Association employees are required to complete 2080 work hours during the year.
 1. Maximum compensatory time-off balance for all Association employees shall be one hundred sixty (160.00) hours for those Association employees working the Standard Work Period.

XII. ARTICLE XII – VACATION

A. Maximum Accrual Rate:

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

maximum. If the Association employee and supervisor fail to schedule vacation within these time frames, the Association employee will be paid for the excess vacation time.

Example:

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

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

Section 706 Annual Request for Payout on Vacation Time

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

XIII. ARTICLE XIII – HOLIDAYS

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

Patrol Officers and Patrol Supervisors

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

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

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

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

Others

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

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

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

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

XIV. ARTICLE XIV – LEAVE

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

XV. ARTICLE XV – EXTENSION OF PROBATION

- A. Association employees shall only have their eighteen (18) month probationary period extended due to a time period of absence (light duty, etc.) of longer than thirty (30) days during their probation during which they were not performing the regular duties of their position, and for the same length of time as they were not performing the regular duties of their position.

XVI. ARTICLE XVI – DURATION

- A. The effective date of the new terms of this Memorandum of Understanding shall be upon contract date and after ratification by both parties unless otherwise specified.
- B. The term of this Memorandum of Understanding shall be two years, from July 1, 2016 through June 30, 2018.

XVII. ARTICLE XVIII – SIGNATORIES

Signatories to the Memorandum of Understanding between the City and the Association for the period July 1, 2016 through June 30, 2018.

FOR RIPON POLICE OFFICERS’
ASSOCIATION



Scott King, POA President

Date: 7-18-16



Eric Boger, POA Representative

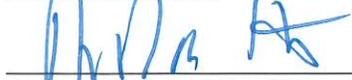
Date: 7-12-16



Paul Rourick, POA Representative

Date: 07-12-16

FOR RIPON POLICE OFFICERS’
ASSOCIATION



Aaron Donato, Chief Negotiator

Date: 07 12 16

FOR THE CITY OF RIPON



Kevin Werner, City Administrator

Date: 7/12/16