



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

June 28, 2022

SUBJECT: Adopt Resolution No's 20-22, 24-22 and 25-22 Approving Negotiated Memorandum of Understanding Updates for the Wheatland General Employees Association, Police Officers Association, and Sergeants Association

PREPARED BY: Jim Goodwin, City Manager

Recommendation

Adopt Resolutions 20-22, 24-22 and 25-22 approving the Memorandum of Understanding (MOU) updates for the Wheatland General Employee's Association, Police Officer's Association and Sergeants Association and directing the City Manager to sign the agreements.

Background/Discussion

Salary and benefit negotiations are conducted annually with each of the represented employee associations. Negotiations with all bargaining groups has been completed. Resolution No.'s 22-22, 24-22, and 25-22 memorialize the agreements that have been reached.

Alternatives

Direct staff to renegotiate with the associations.

Fiscal Impact

All costs have been incorporated into the proposed Fiscal Year 2022-2023 budget.

Attachments

1. Resolution No. 20-22, 24-22, 25-22

RESOLUTION NO. 20-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WHEATLAND ADOPTING AN AMENDED GENERAL EMPLOYEE'S
ASSOCIATION MEMORANDUM OF UNDERSTANDING**

WHEREAS The General Employee's Association Memorandum of Understanding (MOU) covers the time period of July 1, 2021 – June 30, 2022; and

WHEREAS negotiations have been completed with employees for an amended MOU covering July 1, 2022 – June 30, 2023; and

WHEREAS the City Council of the City of Wheatland must approve all changes to the General Employee's Association Memorandum of Understanding.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WHEATLAND THAT:

1. The above statements are true and correct.
2. The City Council approves the General Employees Association Memorandum of Understanding as amended (attached).
3. The City Council directs the City Manager to execute the Memorandum of Understanding.

ADOPTED as a Resolution of the City Council of the City of Wheatland at a meeting thereof held on the 28th day of June 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

BY: _____
Rick West, Mayor

ATTEST: _____
Lisa J. Thomason, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHEATLAND
AND THE GENERAL EMPLOYEES'
ASSOCIATION
For Fiscal Year ending 202~~2~~3**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the General Employees Association ("Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500, et seq., the City of Wheatland (hereinafter called the "City" and "Employer" interchangeably), has recognized that the General Employees' Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Miscellaneous Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - NON-DISCRIMINATION:

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

Section 1: Salary ranges effective beginning with the first pay period beginning July 1, 202~~2~~3, are listed in Attachment "A".

Section 2: The salary ranges have been increased by a ~~two~~five (2-65.0%) percent Cost of Living Adjustment from the previous MOU.

Section 3: Bilingual incentive pay of 2.5% of base pay shall be established and available for the classifications of City Clerk, Police Administrative Assistant, Account Clerk I, Account Clerk II and Senior Account Clerk for language fluency in either Spanish or Hmong. Pay may be authorized by the City Manager after the employee's successful achievement of language certification as established by the City Manager.

Section 4: Longevity incentive of Five (5%) Percent of base salary will be paid to any represented employee after they have completed Ten (10) years of continuous service with the City. Unpaid

leave or being in unpaid status of less than ninety (90) days shall not constitute a break in continuous service.

ARTICLE IV – PERSONNEL RULES:

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Personnel Rules and Regulations dated December 10, 2019, as the same may be amended from time to time subject to the meet and confer process. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

The following identified sections of the Personnel Rules are modified by this MOU as they apply to the employees represented by the General Employees Association:

Section 2 Y. Definition of Work Week. The definition of “Work Week” for the purpose of determining Overtime eligibility under FLSA shall be “The Work Week shall start at the beginning of the fifth hour of scheduled work time on Friday and end at the completion of the fourth hour of scheduled work time on the following Friday.”

Section 2 Y.a. Definition of Pay Period. The Pay Period for represented employees shall start at the beginning of the fifth hour of the work schedule on Friday and end after the completion of the fourth hour of the work schedule on the second following Friday. The Pay Date for such pay period shall be seven days after the end of the pay period. This definition shall only apply to those employees represented under this Memorandum of Understanding.

In addition, every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the City Council shall be a paid holiday for City Employees.

ARTICLE V - RETIREMENT:

Section 1: ~~Represented regular E~~ Employees covered by this Agreement will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through “The Hartford” or such other plan(s) that may be subsequently established. The terms of the approved plan shall govern an represented regular employee’s rights to participate in the plan.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the represented regular employee. The City’s contribution rate may be adjusted by changes in the Federal Law. The represented regular employees shall contribute the amount required by Federal law. Represented regular E employees currently contribute 7.65% of salary on their own behalf.

Section 3: The City agrees to contribute 6% of each represented regular employee’s base pay matching a 3% represented regular employee contribution towards a retirement plan sponsored by Mission Square (formerly ICMA). The City’s contribution shall not be made if the represented regular E employee is not contributing the 3% match.

Section 4. The City continues to agree to the amendment to the contract with Mission Square (formerly ICMA) regarding the terms of the Money Purchase Plan contract (the Section 401a plan) that is currently in effect. The amendment shall be that the **represented regular** employees shall be permitted to borrow from the retirement savings to which they have become fully vested. There shall be no change in the vesting schedule for employer contributions.

ARTICLE VI - DEDUCTION FOR ASSOCIATION DUES:

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE VII – INSURANCE BENEFITS:

Effective July 1, 2019, all represented regular employees will be eligible for medical insurance (Kaiser GF Plan 50) for themselves and their qualified family members after 30 days of employment. The employee will be responsible for twenty (20) percent of the cost of the medical insurance premium. Represented regular part-time employees are eligible for medical insurance on a prorated basis.

Represented regular employees employed by the City on or before June 30, 2019, will continue to receive 100% paid *employee only* medical insurance (Kaiser GF Plan 50). The employee will be responsible for twenty (20) percent of the cost of any medical insurance premium (Kaiser GF Plan 50) for *employee + spouse, Employee + child, or employee + spouse + child.*

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (at July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive \$300 per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

ARTICLE VIII – STATE DISABILITY INSURANCE:

All employees will participate and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE IX – LIFE INSURANCE:

The City shall provide City paid life insurance benefits for each full time employee in the amount of \$75,000. The benefits include payments for natural death with additional benefits paid for accidental death and dismemberment. The amount of premium that is paid by the City for the benefit amount that exceeds \$50,000 shall be included as taxable earnings to the employee.

ARTICLE X – STANDBY PAY:

Employees assigned standby on weekday nights will be paid \$30.00 per night. Employees assigned standby weekend day (24 hours) will be paid \$50.00 per day. Employees assigned standby on holidays (24 hours) will be paid \$50.00 per day.

ARTICLE XI – CALL OUT PAY:

Employees who have completed their normal workday by more than 30 minutes; are on a normal workday off; or on paid leave and are called back to work shall be eligible for "Call Out Pay". Said pay shall be at the normal overtime rate of time-and-one half with a minimum of 2 hours accrued for the call out.

ARTICLE XII – CLOTHING POLICY

The City shall provide laundered shirts for each represented public works employee daily. The City shall provide each public works employee with five (5) pairs of pants, two (2) hats, and two (2) sweatshirts each year. The City shall reimburse each public works employee up to \$3400.00 per year for work boots upon receipt of proof of purchase. The City will provide a uniform allowance of up to \$500 per fiscal year for the employee designated as the Police Administrative Assistant. The City will reimburse the employee designated as the Police Administrative Assistant after the employee has returned a receipt for money spent to the Finance Department. The monies paid to the employee will be non-taxed. Any amount of the allowance unexpended or uncommitted as of June 30 of any fiscal year will be carried forward into the following fiscal year.

ARTICLE XIII - PERSONAL CELL PHONE USE REIMBURSEMENT

Public Works employees who are required by their supervisor to use their personal cell phone for City business shall be reimbursed for said use at the rate of \$75.00 per month.

ARTICLE XIV – CERTIFICATE PAY

Employees classified as Wastewater Treatment Plant Operator who attain dual certification (Wastewater Treatment Operator – Grade 2 and Water Distribution Operator) shall receive a 7.5 % salary incentive after attaining the second certificate.

Other Public Works employees who attain the single certification of Water Distribution Operator shall receive a 2% salary incentive.

ARTICLE XV – EDUCATION INCENTIVE FOR GEA

The following pay incentives will be granted to each represented regular employee upon satisfactory documentation of each qualifying item. Each incentive will be cumulative:

- Associates Degree (A.S. or A.A) or 60-119 college semester units 2%
- Bachelor’s Degree (B.S. or B.A.) or 120-169 college semester units in majors listed below 2%
- Master’s Degree (M.S. or M.A.) or 170 – 220 college semester units in majors listed below 2%
- Doctorate or equivalent or 221+ college semester units in majors listed below 2%
- Certified Municipal Clerk Certificate (International Institute of Municipal Clerks) 2%
- Master Municipal Clerk Certificate (International Institute of Municipal Clerks) 2%
- Accounting proficiency certificate (as approved by the City Manager and only in the absence of an A.A. or B.A. in accounting or finance) 2%

Majors qualifying for incentive pay, above an A.A degree, are Accounting, Finance, Business Administration, Public Administration, or related degree as approved by the City Manager.

ARTICLE XVI – COMPENSATORY TIME OFF (CTO) PAY

Employees may accrue CTO in lieu of cash payment for overtime worked.

ARTICLE XVII – TIME FOR ASSOCIATION BUSINESS

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on GEA business and/or an issue related to said employee’s conditions of employment. The employee’s supervisor shall be notified in advance of said planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

ARTICLE XVIII - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To determine methods of financing;
- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- i. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees; and
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

ARTICLE XVIII. EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City of Wheatland.

ARTICLE XIX - ASSOCIATION RESPONSIBILITY:

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XIX, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XIX, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XIX, Prohibited conduct, Section 1.

ARTICLE XXI - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XVIII, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXII - ENTIRE MEMORANDUM OF UNDERSTANDING:

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE XXIII - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXIV - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXV - SEPARABILITY:

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

ARTICLE XXVI - FULL FORCE EFFECT

All provisions of this All Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding or until such time as a successor agreement is approved.

ARTICLE XXVII - TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this Memorandum of Understanding shall commence on July 1, 202~~2~~⁴ and shall continue in full force and effect through June 30, 202~~2~~³, or until such time a succeeding MOU is adopted.

ARTICLE XXVIII - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this ~~13~~²⁸th day of ~~July~~^{ne} 202~~1~~².

CITY OF WHEATLAND

GENERAL EMPLOYEES' ASSOCIATION

Jim Goodwin
City Manager

RESOLUTION NO. 24-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WHEATLAND ADOPTING AN AMENDED POLICE OFFICER'S
ASSOCIATION MEMORANDUM OF UNDERSTANDING**

WHEREAS The Police Officer's Association Memorandum of Understanding (MOU) covers the time period of July 1, 2021 – June 30, 2022; and

WHEREAS negotiations have been completed with employees for an amended MOU covering July 1, 2022 – June 30, 2023; and

WHEREAS the City Council of the City of Wheatland must approve all changes to the Police Officer's Association Memorandum of Understanding.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
WHEATLAND THAT:**

1. The above statements are true and correct.
2. The City Council approves the Police Officer's Association Memorandum of Understanding as amended (attached).
3. The City Council directs the City Manager to execute the Memorandum of Understanding.

ADOPTED as a Resolution of the City Council of the City of Wheatland at a meeting thereof held on the 28th day of June 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

BY: _____
Rick West, Mayor

ATTEST: _____
Lisa J. Thomason, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHEATLAND
AND THE POLICE OFFICERS
ASSOCIATION
For Fiscal Year ending 2023**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the Wheatland Police Officers Association ("Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City employer-employee relations rules and regulations and the Meyers-Millias-Brown Act, the City has recognized the Association as the exclusive recognized bargaining agent for the non-supervisory employees in the sworn Police Employees Unit for the purpose of establishing salaries, wages, hours and working conditions. The Sworn Police Employees Unit is a bargaining unit consisting of the City employees in the positions listed on Attachment A. This MOU shall apply to all employees in the bargaining unit.

ARTICLE II - NON-DISCRIMINATION:

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age (40 or over), national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sexual orientation (including heterosexuality, homosexuality, and bisexuality), political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this MOU for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

Section 1: Salary ranges effective beginning with the pay period beginning on July 1, 2022, are listed in Attachment "A".

Section 2: The salary ranges have been adjusted by a ~~twofive~~ (2.65.0%) percent Cost of Living adjustment from the prior year.

Section 3: Represented employees in the WPOA with 5 years of full time service shall receive a 5% increase in Base Pay for Longevity on the anniversary of the Officers hire date and shall also receive an additional 5% Base Pay increase for Longevity for every 5 years of service thereafter.

Bilingual incentive pay of 2.5% of base pay shall be established and available for all represented classifications for language fluency in either Spanish or Hmong. Pay may be authorized by the

City Manager after the employee's successful achievement of language certification as established by the City Manager.

5.0% of base pay shall be provided to represented officers at the rank of Corporal for hours worked actively performing the duties of a Field Training Officer during the duration of that service.

3% incentive pay for officers serving as a School Resource Officer (SRO) for ~~direct~~ hours worked actively performing the duties of ~~in the capacity of the SRO.~~

3% incentive of base pay for officers below the rank of Corporal ~~designated serving as a Field Training Officer.~~

~~Field Training Officer incentive pay of 5.0% of base pay shall be provided to represented individuals who are actively performing the duties of a Field Training Officer during the duration of that service.~~

An additional 2% of base salary will be paid for any hours worked solo during a graveyard shift.

ARTICLE IV – PERSONNEL RULES:

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Wheatland Personnel Rules and Regulations (adopted by City Council Resolution No. 42-19), as the same may be amended from time to time subject to the meet and confer process. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

ARTICLE V - RETIREMENT:

Section 1: Represented regular Eemployees covered by this MOU will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through "The Hartford" or such other plan(s) that may be subsequently established. The terms of the approved plan shall govern an represented regular employee's rights to participate in the plan.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the represented regular employees. The City's contribution rate may be adjusted by changes in the Federal law. The represented regular employees shall contribute the amount that is required by Federal law. Represented regular Eemployees currently contribute 7.65% of salary on their own behalf.

Section 3: The City agrees to contribute 7% of each represented regular employee's base pay matching a 3% represented regular employee contribution towards a retirement plan sponsored by Mission Square (formerly ICMA). The City's contribution shall not be made if the represented regular employee is not contributing the 3% match.

Section 4: The City continues to agree to the amendment to the contract with Mission Square (formerly ICMA) regarding the terms of the Money Purchase Plan contract (the section 401a

plan) that is currently in effect. The amendment shall be that represented regular employees shall be permitted to borrow from the retirement savings to which they have become fully vested. There shall be no change in the vesting schedule for employer contributions.

ARTICLE VI. DEDUCTION FOR ASSOCIATION DUES:

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE VII – INSURANCE BENEFITS:

Effective July 1, 2019 all represented regular employees will be eligible for medical insurance (Kaiser GF Plan 50) for themselves and their qualified family members after 30 days of employment. The employee will be responsible for twenty (20) percent of the cost of the medical insurance premium. Represented regular part-time employees are eligible for medical insurance on a prorated basis.

Represented regular employees employed by the City on or before June 30, 2019 will continue to receive 100% paid *employee only* medical insurance (Kaiser GF Plan 50). The employee will be responsible for twenty (20) percent of the cost of any medical insurance premium (Kaiser GF Plan 50) for *employee + spouse, Employee + child, or employee + spouse + child*.

The City will provide a Health Savings Account option for employees using the individual employee's insurance premium rate as the basis for contributing to the HSA if that option is selected.

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (at July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive \$300 per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

ARTICLE VIII - DISABILITY INSURANCE:

All employees will participate in the City's disability insurance program and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements. The terms of the insurance policy or plan shall govern an employee's rights to the insurance benefits.

ARTICLE IX – LIFE INSURANCE:

The City shall provide City paid life insurance for each regular full time employee in the amount of \$75,000. The benefits include payments for natural death with additional benefits paid for accidental death and dismemberment. The amount of premium that is paid by the City for the benefit amount that exceeds \$50,000 shall be included as taxable earnings to the employee.

ARTICLE X - UNIFORM ALLOWANCE

The City will provide a uniform allowance of up to \$1,000.00 per year per employee. On July 1, the City will set up a non-taxed "Expense Reimbursable" account payable to each represented employee. The City will reimburse the individual employee after the employee has returned a receipt for money spent to the Finance Department. The monies paid to the employee will be non-taxed. Any amount of the allowance unexpended or uncommitted as of June 30 of any fiscal year will be carried forward into the following fiscal year. At no time will the individual employee be reimbursed with an amount greater than has been credited to their account.

ARTICLE XI – ADVANCED EDUCATION/CERTIFICATION INCENTIVES

The following pay incentives will be granted to each represented employee upon satisfactory documentation of each qualifying item. Each incentive will be cumulative:

- Associate Degree (A.S. or A.A.) or 60 to 119 college semester units = 2%
- Bachelor's Degree (B.S. or B.A.) or 120 to 169 college semester units = 2%
- Master's Degree (M.S. or M.A.) or 170 to 220 college semester units = 2%
- Doctorate or equivalent or 221+ college semester units = 2%
- Other degrees as defined by their units (Law degree, M.B.A., etc.)
- Basic POST Certificate = 1.5% (does not include Academy Certificate)
- Intermediate POST Certificate = 2%
- Advanced POST Certificate = 2%
- Supervisor's/Management POST Certificate = 2%

ARTICLE XII – PERSONAL CELL PHONE USE REIMBURSEMENT

Sworn employees who are required by their supervisor to use their personal cell phone for City business shall be reimbursed for said use at the rate of \$75.00 per month.

ARTICLE XIII – TIME FOR ASSOCIATION BUSINESS

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on POA business and/or an issue related to said employee's conditions of employment. The employee's supervisor shall be notified in advance of said planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

ARTICLE XIV - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the management decisions;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To determine methods of financing;
- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- i. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU and applicable Resolutions and Codes of the City.
- o. To establish, modify, determine or eliminate job descriptions and job classifications and allocate City positions to such classifications.
- p. To promulgate, modify and enforce work, safety, health and property protection rules and regulations.

q. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

r. To require a pre-employment medical review and exam.

ARTICLE XV – CALL BACK PROVISIONS:

Represented employees who have completed their scheduled work shift by more than 30 minutes; are on a normal shift off; or are on paid leave and are called back to work by the Chief or any superior officer shall be eligible for Call Back pay. Hours worked under a callback assignment shall be paid at the time and one-half rate for all hours worked, with a minimum call back of two (2) hours.

Should any represented employee in the classification of Corporal, while not working an assigned shift, be contacted by telephone or any other means of communication, to give direction, advice or to make a command decision in the absence of higher ranking Police personnel, said employee shall be compensated for the actual time that is required to complete the contact. Time shall be logged and reported in thirty (30) minute increments and listed on the time reporting record for that pay period. Payment for such time shall be made at the time and one-half rate for all such recorded time. All such reported time must be approved by a Sergeant or by the Police Chief.

ARTICLE XVI - COMPENSATORY TIME OFF (CTO) PAY

Employees may accrue CTO in lieu of cash payment for overtime worked.

ARTICLE XVII - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1. To form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2. To refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City.

Section 3. To reasonable use of City facilities for meetings upon timely written or oral request stating the purpose, date and time of such use, provided the use shall not interfere with the regular course of City business.

ARTICLE XVIII - ASSOCIATION RESPONSIBILITY:

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXVIII, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXVIII, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXVIII, Prohibited conduct, Section 1.

ARTICLE XIX - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXVII, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XX – SENIORITY RIGHTS:

Seniority is herein defined to be an employee's continuous full-time service with the City of Wheatland in the current classification plus higher classifications within the Police Department. An individual employee's seniority shall be effective from the date of first employment in a position with the representation unit. The Department will consider seniority in vacation scheduling and shift assignments and shift bidding. The Chief of Police may, at his/her discretion, based on the needs of the organization, assign an employee to a shift as long as that employee has been given written notification.

ARTICLE XXI - ENTIRE MEMORANDUM OF UNDERSTANDING:

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights

which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXII - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE XXIII - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXIV - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of five percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXV - SEPARABILITY:

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

ARTICLE XXVI - FULL FORCE EFFECT

All provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXVII - TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this Memorandum of Understanding shall commence on July 1, 202~~1~~2 and shall continue in full force and effect through June 30, 202~~2~~3 or until such time that a succeeding MOU is adopted.

ARTICLE XXVIII - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this ~~13~~13²⁸ day of July~~ne~~ne 202~~1~~2.

CITY OF WHEATLAND

WHEATLAND POLICE OFFICERS
ASSOCIATION

Jim Goodwin
City Manager

RESOLUTION NO. 25-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WHEATLAND ADOPTING AN AMENDED WHEATLAND SERGEANT'S
ASSOCIATION MEMORANDUM OF UNDERSTANDING**

WHEREAS The Wheatland Sergeant's Association Memorandum of Understanding (MOU) covers the time period of July 1, 2021 – June 30, 2022; and

WHEREAS negotiations have been completed with employees for an amended MOU covering July 1, 2022 – June 30, 2023; and

WHEREAS, the City Council of the City of Wheatland must approve all changes to the Wheatland Sergeant's Association Memorandum of Understanding.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
WHEATLAND THAT:**

1. The above statements are true and correct.
2. The City Council approves the Wheatland Sergeant's Association Memorandum of Understanding as amended (attached).
3. The City Council directs the City Manager to execute the Memorandum of Understanding.

ADOPTED as a Resolution of the City Council of the City of Wheatland at a meeting thereof held on the 28th day of June 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

BY: _____
Rick West, Mayor

ATTEST: _____
Lisa J. Thomason, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHEATLAND
AND THE WHEATLAND SERGEANTS
ASSOCIATION
For Fiscal Year ending 2023**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the Wheatland Sergeants Association ("WSA" or "Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City employer-employee relations rules and regulations and the Meyers-Millias-Brown Act, the City has recognized the Association as the exclusive recognized bargaining agent for the employees in the Sworn Police Sergeants Unit for the purpose of establishing salaries, wages, hours and working conditions. The Sworn Police Sergeants Unit is a bargaining unit consisting of the City employees in the positions listed on Attachment A. This MOU shall apply to all employees in the bargaining unit.

ARTICLE II - NON-DISCRIMINATION:

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age (40 or over), national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sexual orientation (including heterosexuality, homosexuality, and bisexuality), political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this MOU for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

Section 1: Salary ranges effective beginning with the pay period beginning on July 1, 2019~~22~~ are listed in Attachment "A".

Section 2: The salary ranges have been increased by a ~~two~~five percent (~~25.0%~~) Cost of Living adjustment. ~~There will be no Cost of Living adjustment for FY 2020-2021.~~

Section 3: Represented employees in the WSA with 5 years of full time service shall receive a 5% increase in Base Pay for Longevity on the anniversary of the employee's hire date and shall also receive an additional 5% Base Pay increase for Longevity for every 5 years of service thereafter.

Bilingual incentive pay of 2.5% of base pay shall be established and available for all represented employees for language fluency in either Spanish or Hmong. Pay may be authorized by the City Manager after the employee's successful achievement of language certification as established by the City Manager.

Field Training Officer incentive pay of 5.0% of base pay shall be provided to represented employees who are actively performing the duties of a Field Training Officer during the duration of that service.

ARTICLE IV – PERSONNEL RULES:

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Wheatland Personnel Rules and Regulations (adopted by City Council Resolution No. 27-06), as the same may be amended from time to time subject to the meet and confer process. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

Section 15 H. Bereavement Leave. Section 15 H of the City of Wheatland Personnel Rules shall be deleted and replaced with the following:

A maximum of 24 hours paid bereavement leave shall be granted to all regular and probationary employees upon the death of any of the following family members as defined by the U.S. Office of Personnel Management: 1) Spouse and parents thereof, 2) sons and daughters and spouses thereof, 3) parents and spouses thereof, 4) brothers and sisters and spouses thereof, 5) grandparents and grandchildren and spouses thereof, 6) domestic partner and parents thereof (including domestic partners of any individual in 2 through 5 of this definition, and 7) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

ARTICLE V - RETIREMENT:

Section 1: Represented regular Employees covered by this MOU will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through "The Hartford" or such other plan(s) that may be subsequently established. The terms of the approved plan shall govern an represented regular employee's rights to participate in the plan.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the represented regular employees. The City's contribution rate may be adjusted by changes in the Federal law. The represented regular employees shall contribute the amount that is required by Federal law. Represented regular Employees currently contribute 7.65% of salary on their own behalf.

Section 3: The City agrees to contribute 7% of each employee's base pay matching a 3% employee contribution towards a retirement plan sponsored by ICMA. The City's contribution shall not be made if the employee is not contributing the 3% match.

Section 4: The City continues to agree to the amendment to the contract with ICMA regarding the terms of the Money Purchase Plan contract (the section 401a plan) that is currently in effect.

The amendment shall be that employees shall be permitted to borrow from the retirement savings to which they have become fully vested. There shall be no change in the vesting schedule for employer contributions.

ARTICLE VI. DEDUCTION FOR ASSOCIATION DUES:

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE VII – INSURANCE BENEFITS:

Effective July 1, 2019 all represented regular employees will be eligible for medical insurance (Kaiser GF Plan 50) for themselves and their qualified family members after 30 days of employment. The employee will be responsible for twenty (20) percent of the cost of the medical insurance premium. Represented regular part-time employees are eligible for medical insurance on a prorated basis.

Represented regular employees employed by the City on or before June 30, 2019 will continue to receive 100% paid *employee only* medical insurance (Kaiser GF Plan 50). The employee will be responsible for twenty (20) percent of the cost of any medical insurance premium (Kaiser GF Plan 50) for *employee + spouse, Employee + child, or employee + spouse + child*.

The City will provide a Health Savings Account option for employees using the individual employee's insurance premium rate as the basis for contributing to the HSA if that option is selected.

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (at July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive \$300 per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

ARTICLE VIII - DISABILITY INSURANCE:

All employees will participate in the City's disability insurance program and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements. The terms of the insurance policy or plan shall govern an employee's rights to the insurance benefits.

ARTICLE IX – LIFE INSURANCE:

The City shall provide City paid life insurance for each regular full time employee in the amount of \$75,000. The benefits include payment for natural death with additional benefits paid for accidental death and dismemberment. The amount of the premium that is paid by the City for the benefit amount that exceeds \$50,000 shall be included as taxable earnings to the employee.

ARTICLE X - UNIFORM ALLOWANCE

The City will provide a uniform allowance of up to \$1,000.00 per year per employee. On July 1, the City will set up a non-taxed "Expense Reimbursable" account payable to each represented employee. The City will reimburse the individual employee after the employee has returned a receipt for money spent to the Finance Department. The monies paid to the employee will be non-taxed. Any amount of the allowance unexpended or uncommitted as of June 30 of any fiscal year will be carried forward into the following fiscal year. At no time will the individual employee be reimbursed with an amount greater than has been credited to their account.

ARTICLE XI – ADVANCED EDUCATION/CERTIFICATION INCENTIVES

The following pay incentives will be granted to each represented employee upon satisfactory documentation of each qualifying item. Each incentive will be cumulative:

- Associate Degree (A.S. or A.A.) or 60 to 119 college semester units = 2%
- Bachelor's Degree (B.S. or B.A.) or 120 to 169 college semester units = 2%
- Master's Degree (M.S. or M.A.) or 170 to 220 college semester units = 2%
- Doctorate or equivalent or 221+ college semester units = 2%
- Other degrees as defined by their units (Law degree, M.B.A., etc.)
- Basic POST Certificate = 1.5% (does not include Academy Certificate)
- Intermediate POST Certificate = 2%
- Advanced POST Certificate = 2%
- Supervisor's/Management POST Certificate = 2%

ARTICLE XII – PERSONAL CELL PHONE USE REIMBURSEMENT

Sworn employees who are required by their supervisor to use their personal cell phone for City business shall be reimbursed for said use at the rate of \$75.00 per month. For ease of accounting/processing this reimbursement shall be made annually in the month of December.

ARTICLE XIII – TIME FOR ASSOCIATION BUSINESS

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on WSA business and/or an issue related to said employee's conditions of employment. The employee's supervisor shall be notified in advance of said

planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

ARTICLE XIV – COMPATIBILITY OF BENEFITS:

Should any benefit not contemplated in this agreement be negotiated and approved in any Memorandum of Understanding between the City of Wheatland and the Wheatland Police Officers Association, then the City and the WSA shall enter into good faith negotiations to include such benefit in this agreement.

ARTICLE XV – CALL BACK:

Should any represented employee, while not working an assigned shift, be required to physically respond to an incident or to the Police station to provide command or support services, said employee shall be compensated for a minimum of three (3) hours which shall be paid at the time and one-half rate.

Should any represented employee, while not working an assigned shift, be contacted by telephone or any other means of communication, to give direction, advice or to make a command decision in the absence of other higher ranking Police personnel, said employee shall be compensated for the actual time that is required to complete the contact. Time shall be logged and reported in thirty (30) minute increments and listed on the time reporting record for that pay period. Payment for such time shall be made at the time and one-half rate for all such recorded time. All such reported time must be approved by the Police Chief.

ARTICLE XVI – COMPENSATORY TIME OFF (CTO) PAY

Employees may accrue CTO in lieu of cash payment for overtime worked.

ARTICLE XVII – SENIORITY RIGHTS

Seniority is herein defined to be an employee's continuous full-time service with the City of Wheatland in the current classification plus higher classifications within the Police Department. An individual employee's seniority shall be effective from the date of first employment in a position with the representation unit. The Department will consider seniority in vacation scheduling and shift assignments and shift bidding. The Chief of Police may, at his/her discretion, based on the needs of the organization, assign an employee to a shift as long as that employee has been given written notification.

ARTICLE XVIII - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the management decisions;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To determine methods of financing;
- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- i. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU and applicable Resolutions and Codes of the City.
- o. To establish, modify, determine or eliminate job descriptions and job classifications and allocate City positions to such classifications.
- p. To promulgate, modify and enforce work, safety, health and property protection rules and regulations.
- q. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.
- r. To require a pre-employment medical review and exam.

ARTICLE XIX - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1. To form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2. To refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City.

Section 3. To reasonable use of City facilities for meetings upon timely written or oral request stating the purpose, date and time of such use, provided the use shall not interfere with the regular course of City business.

ARTICLE XX - ASSOCIATION RESPONSIBILITY:

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XIX, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XIX, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XIX, Prohibited conduct, Section 1.

ARTICLE XXI - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XVIII, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXII - ENTIRE MEMORANDUM OF UNDERSTANDING:

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXIII. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE XXIV - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXV - ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of five percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXVI - SEPARABILITY:

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

ARTICLE XXVII - FULL FORCE EFFECT

All provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXVIII- TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on July 1, 2022, and shall continue in full force and effect through June 30, 2023 or until such time that a succeeding MOU is adopted.

ARTICLE XXIX - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 28th day of June, 2022..

CITY OF WHEATLAND

WHEATLAND SERGEANTS
ASSOCIATION

Jim Goodwin
City Manager

City of Wheatland
 FY 2022-23 Pay Ranges Effective July 1, 2022
 105.0%

Classifications	FY 2021-22		FY 2022-2023									
	Range	Step 1	Step I	Hrly	Step II	Hrly	Step III	Hrly	Step IV	Hrly	Step V	Hrly
Administrative Clerk <i>(set at minimum wage)</i>	0.5	2,426.67	2,686.66	15.50	2,820.99	16.27	2,962.04	17.09	3,110.14	17.94	3,265.65	18.84
Account Clerk I	1	3,260.40	3,423.42	19.75	3,594.59	20.74	3,774.32	21.77	3,963.04	22.86	4,161.19	24.01
	2	3,342.09	3,509.19	20.25	3,684.65	21.26	3,868.89	22.32	4,062.33	23.44	4,265.45	24.61
Operator in Training	3	3,426.00	3,597.30	20.75	3,777.17	21.79	3,966.02	22.88	4,164.32	24.02	4,372.54	25.23
Maintenance Worker	4	3,511.03	3,686.58	21.27	3,870.91	22.33	4,064.46	23.45	4,267.68	24.62	4,481.06	25.85
Account Clerk II	5	3,599.43	3,779.40	21.80	3,968.37	22.89	4,166.79	24.04	4,375.13	25.24	4,593.89	26.50
	6	3,688.94	3,873.39	22.35	4,067.06	23.46	4,270.41	24.64	4,483.93	25.87	4,708.13	27.16
	7	3,780.68	3,969.71	22.90	4,168.20	24.05	4,376.61	25.25	4,595.44	26.51	4,825.21	27.84
	8	3,875.79	4,069.58	23.48	4,273.06	24.65	4,486.71	25.88	4,711.05	27.18	4,946.60	28.54
Senior Account Clerk	9	3,972.02	4,170.62	24.06	4,379.15	25.26	4,598.11	26.53	4,828.02	27.85	5,069.42	29.25
Sr Maintenance Worker, Water/Wastewater Treatment	10	4,071.59	4,275.17	24.66	4,488.93	25.90	4,713.37	27.19	4,949.04	28.55	5,196.50	29.98
	11	4,173.41	4,382.08	25.28	4,601.18	26.55	4,831.24	27.87	5,072.81	29.27	5,326.45	30.73
Police Administrative Assistant	12	4,277.47	4,491.34	25.91	4,715.91	27.21	4,951.71	28.57	5,199.29	30.00	5,459.26	31.50
	13	4,384.88	4,604.12	26.56	4,834.33	27.89	5,076.05	29.28	5,329.85	30.75	5,596.34	32.29
Police Officer, Public Works Supervisor	14	4,494.53	4,719.26	27.23	4,955.22	28.59	5,202.98	30.02	5,463.13	31.52	5,736.29	33.09
	15	4,606.41	4,836.73	27.90	5,078.57	29.30	5,332.50	30.76	5,599.12	32.30	5,879.08	33.92
	16	4,721.66	4,957.74	28.60	5,205.63	30.03	5,465.91	31.53	5,739.21	33.11	6,026.17	34.77
Police Corporal, Administrative Clerk/City Clerk	17	4,840.26	5,082.27	29.32	5,336.39	30.79	5,603.21	32.33	5,883.37	33.94	6,177.53	35.64
	18	4,961.09	5,209.14	30.05	5,469.60	31.56	5,743.08	33.13	6,030.24	34.79	6,331.75	36.53
	19	5,085.29	5,339.55	30.81	5,606.53	32.35	5,886.86	33.96	6,181.20	35.66	6,490.26	37.44
Police Sergeant	20	5,211.72	5,472.31	31.57	5,745.92	33.15	6,033.22	34.81	6,334.88	36.55	6,651.62	38.37
*Building Inspector, PW Superintendent, Senior Accountant	21	5,342.63	5,609.76	32.36	5,890.25	33.98	6,184.76	35.68	6,494.00	37.47	6,818.70	39.34
	22	5,475.78	5,749.57	33.17	6,037.05	34.83	6,338.90	36.57	6,655.84	38.40	6,988.64	40.32
	23	5,613.41	5,894.08	34.00	6,188.78	35.70	6,498.22	37.49	6,823.13	39.36	7,164.29	41.33
	24	5,753.26	6,040.92	34.85	6,342.97	36.59	6,660.12	38.42	6,993.12	40.34	7,342.78	42.36
	25	5,897.60	6,192.48	35.73	6,502.10	37.51	6,827.21	39.39	7,168.57	41.36	7,527.00	43.42
	26	6,044.18	6,346.39	36.61	6,663.71	38.44	6,996.89	40.37	7,346.74	42.39	7,714.08	44.50
	27	6,195.22	6,504.98	37.53	6,830.23	39.41	7,171.74	41.38	7,530.33	43.44	7,906.85	45.62
	28	6,350.75	6,668.29	38.47	7,001.70	40.39	7,351.79	42.41	7,719.38	44.53	8,105.35	46.76
	29	6,509.62	6,835.10	39.43	7,176.86	41.40	7,535.70	43.48	7,912.48	45.65	8,308.11	47.93
	30	6,671.86	7,005.45	40.42	7,355.73	42.44	7,723.51	44.56	8,109.69	46.79	8,515.17	49.13
	31	6,838.58	7,180.51	41.43	7,539.53	43.50	7,916.51	45.67	8,312.34	47.96	8,727.95	50.35
	32	7,009.76	7,360.25	42.46	7,728.26	44.59	8,114.67	46.82	8,520.41	49.16	8,946.43	51.61
*Chief Building Official	33	7,185.43	7,544.70	43.53	7,921.94	45.70	8,318.03	47.99	8,733.94	50.39	9,170.63	52.91
	34	7,364.44	7,732.66	44.61	8,119.30	46.84	8,525.26	49.18	8,951.52	51.64	9,399.10	54.23
	35	7,549.06	7,926.51	45.73	8,322.84	48.02	8,738.98	50.42	9,175.93	52.94	9,634.73	55.58
	36	7,738.14	8,125.05	46.88	8,531.30	49.22	8,957.86	51.68	9,405.76	54.26	9,876.05	56.98
	37	7,930.59	8,327.12	48.04	8,743.48	50.44	9,180.65	52.97	9,639.68	55.61	10,121.67	58.39
	38	8,129.76	8,536.25	49.25	8,963.06	51.71	9,411.21	54.30	9,881.77	57.01	10,375.86	59.86
	39	8,332.28	8,748.89	50.47	9,186.34	53.00	9,645.66	55.65	10,127.94	58.43	10,634.34	61.35
	40	8,540.37	8,967.39	51.73	9,415.76	54.32	9,886.55	57.04	10,380.87	59.89	10,899.92	62.88
*Community Development Director	41	8,754.09	9,191.79	53.03	9,651.38	55.68	10,133.95	58.47	10,640.65	61.39	11,172.68	64.46
	42	8,973.39	9,422.06	54.36	9,893.16	57.08	10,387.82	59.93	10,907.21	62.93	11,452.57	66.07
	43	9,197.17	9,657.03	55.71	10,139.88	58.50	10,646.87	61.42	11,179.22	64.50	11,738.18	67.72
Police Chief	44	9,427.66	9,899.04	57.11	10,394.00	59.97	10,913.69	62.96	11,459.38	66.11	12,032.35	69.42
			258,536.39	271,601.87		285,181.96		299,441.06		314,413.11		330,133.77

* This position is being filled with a contractor

Assumptions:

Ranges originated from the CPS Human Resource Services Compensation Study - see Resolution No. 28-06 Exhibit "A".

Step 1 is stated on a monthly basis. Steps are 5% apart. Hourly rates for pay purposes are calculated by multiplying the monthly amount by 12 and dividing by 2,080. (City of Wheatland, Colorado, 2022-2023 Salary Ranges (003)-1)