



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT July 26, 2016

**SUBJECT: NEGOTIATED SALARY RANGES BY CLASSIFICATION FOR 2016-2017**

**PREPARED BY: Rex E. Miller, Dir. of Administrative Services**

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**Recommendation:** That the City Council approve the salary schedules for the Wheatland General Employees Association, which includes the management positions, the Wheatland Police Officers Association and the Wheatland Sergeants Association for the fiscal year 2016-2017.

**Background/Discussion:** Negotiations are conducted each year with each of the represented employee units and individually with unrepresented employees. The City Council must approve the salary ranges to be paid each year. For the FY 2016-2017, the negotiated increase to each of the represented units was a three (3%) percent COLA. This increase is proposed to be effective July 4, 2016.

The Cost of Living change published by the Department of Labor for All Urban Wage Earners in the San Francisco-Oakland-San Jose area from April, 2015 to April, 2016 was 2.7%.

**Alternatives:** Council could approve a change at a greater or lesser percentage or no change at all.

**Fiscal Impact:** The cost of this COLA adjustment for all positions totaled approximately \$40,000, which was included in the Operating Budget for 2016-2017 that was adopted on June 28, 2016.

**Attachments:** MOU between the City and the Wheatland General Employee Association which includes the salary schedule for General and Management employees.

MOU between the City and the Wheatland Police Officers Association which includes the salary schedule for Police employees.

MOU between the City and the Wheatland Sergeants Association which includes the salary schedule for the Police Sergeant position.

**RESOLUTION NO. -16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WHEATLAND ADOPTING THE CITY'S PAY RANGES FOR  
GENERAL EMPLOYEES AND MANAGEMENT EMPLOYEES  
FOR FISCAL YEAR 2016/2017.**

**WHEREAS**, the City of Wheatland contracted with CPS Human Resource Services in fiscal year 2005/2006 to perform an "Employee Classification and Compensation Study" (the Study); and

**WHEREAS**, the Study has been utilized to create pay ranges and to classify each City employee within a pay range; and

**WHEREAS**, the pay rates of full time and interim employees are defined in Memorandums of Understanding and Employment Agreements; and

**WHEREAS**, the City Council of the City of Wheatland approves all employee pay ranges.

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

1. The above statements are true and correct.
2. That Exhibit "A" attached hereto is adopted as the City of Wheatland's pay ranges for classified positions for fiscal year 2016/2017. Exhibit "A" shall be effective as of July 4, 2016.

**ADOPTED** as a Resolution of the City Council of the City of Wheatland at a meeting thereof held on the 26th day of July, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

By: \_\_\_\_\_  
Jay Pendergraph, Mayor

ATTEST: \_\_\_\_\_  
Lisa J. Thomason, City Clerk

Exhibit "A"

City of Wheatland - Classified Positions  
2.5% CALCULATED PAY RANGES

All Employees Classification	FOR FISCAL YEAR : 2016-2017						Effect 07/04/16
	Range	Step I	Step II	Step III	Step IV	Step V	
Administrative Clerk	0.5	1,874					
Account Clerk I	1	2,914	3,060	3,213	3,373	3,542	
	2	2,987	3,136	3,293	3,458	3,631	
Operator in Training	3	3,062	3,215	3,375	3,544	3,721	
Maintenance Worker	4	3,138	3,295	3,460	3,633	3,814	
Account Clerk II	5	3,217	3,377	3,546	3,724	3,910	
	6	3,297	3,462	3,635	3,817	4,007	
	7	3,379	3,548	3,726	3,912	4,108	
	8	3,464	3,637	3,819	4,010	4,210	
Senior Account Clerk	9	3,550	3,728	3,914	4,110	4,316	
Water/Wastewater Treatment	10	3,639	3,821	4,012	4,213	4,423	
	11	3,730	3,917	4,113	4,318	4,534	
Police Administrative Assistant	12	3,823	4,015	4,215	4,426	4,647	
	13	3,919	4,115	4,321	4,537	4,764	
	14	4,017	4,218	4,429	4,650	4,883	
	15	4,117	4,323	4,539	4,766	5,005	
	16	4,220	4,431	4,653	4,886	5,130	
Administrative Clerk/City Clerk	17	4,326	4,542	4,769	5,008	5,258	
	18	4,434	4,656	4,889	5,133	5,390	
	19	4,545	4,772	5,011	5,261	5,524	
	20	4,658	4,891	5,136	5,393	5,662	
Building Inspector and Public Works Superintendent and Senior Accountant	21	4,775	5,014	5,264	5,528	5,804	
	22	4,894	5,139	5,396	5,666	5,949	
	23	5,017	5,268	5,531	5,807	6,098	
	24	5,142	5,399	5,669	5,953	6,250	
Public Works Director	25	5,271	5,534	5,811	6,101	6,407	
	26	5,402	5,673	5,956	6,254	6,567	
	27	5,537	5,814	6,105	6,410	6,731	
	28	5,676	5,960	6,258	6,571	6,899	
	29	5,818	6,109	6,414	6,735	7,072	
	30	5,963	6,261	6,574	6,903	7,248	
	31	6,112	6,418	6,739	7,076	7,430	
	32	6,265	6,578	6,907	7,253	7,615	
Chief Building Official	33	6,422	6,743	7,080	7,434	7,806	
	34	6,582	6,911	7,257	7,620	8,001	
	35	6,747	7,084	7,438	7,810	8,201	
	36	6,916	7,261	7,624	8,006	8,406	
	37	7,088	7,443	7,815	8,206	8,616	
	38	7,266	7,629	8,010	8,411	8,831	
	39	7,447	7,820	8,211	8,621	9,052	
*Administrative Services Director	40	7,633	8,015	8,416	8,837	9,279	
Community Development Director	41	7,824	8,216	8,626	9,058	9,510	
	42	8,020	8,421	8,842	9,284	9,748	
	43	8,220	8,631	9,063	9,516	9,992	
Police Chief	44	8,426	8,847	9,290	9,754	10,242	
	45	8,637	9,068	9,522	9,998	10,498	
	46	8,852	9,295	9,760	10,248	10,760	
*City Manager	47	9,074	9,527	10,004	10,504	11,029	

\* The pay rates for the interim employees for these classifications are defined in their existing employment agreements, the permanent positions would be recruited using the above pay ranges.

**Assumptions:**

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

This schedule reflects a 3% Cost of Living Adjustment.

The Cost of Living factor that was published as the change in the Consumer Price Index - California - All Urban Consumers - San Francisco-Oakland-San Jose from April to April, 2015 to 2016 was 2.7%

Rates are stated on a monthly basis. Steps are 5% apart. Hourly rates for pay purposes are calculated by multiplying the monthly rates times 12, dividing by 2,080 and rounding to two places.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WHEATLAND  
AND THE GENERAL EMPLOYEES'  
ASSOCIATION  
(2016-2017)**

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-Miliias-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 4, 2016, are listed in Attachment "A" .

Section 2: The salary ranges have been increased by a three (3.0%) 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 July 10, 2007, 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.

Section 15 G. Holidays. Section 15 G of the City of Wheatland Personnel Rules shall be amended to add "(POA only)" after Caesar Chavez Day; and delete "(POA only)" after Christmas Eve. Section 15 G shall further be amended to read; Should any of these holidays fall on a Saturday, the preceding Friday shall be considered a paid holiday. Should any of these holidays fall on a Sunday, the following Monday shall be considered a paid holiday.

Holiday pay will be paid for the number of hours that the employee was scheduled to work on that day calculated on the employee's straight-time pay rate (as of the date of the holiday). Regular part-time employees shall receive paid holiday benefits on a prorated basis as compared with regular full-time employees.

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.

After completing one year of fulltime service, each represented employee shall be credited with an eight hour floating holiday as of their anniversary date. The holiday will be accrued on the employee's anniversary date thereafter and may be taken at the employee's discretion with the approval of the employee's supervisor. Any unused floating holiday hours at the end of the fiscal year will be added to the vacation hours balance. The Floating Holiday shall be paid at no more than eight (8) hours annually regardless of how the time is taken.

If a recognized holiday occurs when an eligible employee is on an approved paid leave of absence, that day off will not be subtracted from the employee's paid leave.

Management has the right and the responsibility to schedule work hours. This includes the right to schedule employees to work on holidays and to schedule work to avoid working on holidays. Employees who are required to work more than thirty-five (35) hours in a week containing a recognized holiday will be paid at an overtime rate for those hours in excess of thirty-five (35).

#### **ARTICLE V - RETIREMENT:**

Section 1: 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 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 employee. The City's contribution rate may be adjusted by changes in the Federal Law. The employees shall contribute the amount required by Federal law. Employees currently contribute 7.65% of salary on their own behalf.

Section 3: The City agrees to contribute 6% 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 the 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.

Section 5: During the term of this agreement, the City shall pursue the entering into a contract with the California Public Employees Retirement System for the completion of an Actuarial Study to determine the costs to the City and to the Employees if the City were to contract with PERS to provide retirement benefits to the employees of the City. The options to be studied in the actuarial shall be determined by mutual agreement between the City and the Association.

## **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:**

City shall pay 100% of the employee's premium for the approved Kaiser health insurance plan. The City's payment amount shall be based on the Kaiser employee-only plan with the \$50 co-payment amount. Any premium costs over this amount, including any dependent coverage costs, shall be paid by the employee. The terms of the various insurance policies and plans shall govern an employee's rights to the insurance benefits. 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 50% of the individual's premium cost 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 permanent 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 work day by more than 30 minutes; are on a normal work day 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 – PUBLIC WORKS CLOTHING POLICY**

The City shall provide laundered shirts for each represented employee daily. The City shall provide each employee with Five (5) pairs of pants each year. The City shall reimburse each employee up to \$200.00 per year for work boots upon receipt of proof of purchase.

**ARTICLE XIII – 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 XIV – 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 XV - 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 XVI. 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 XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII - 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 XXIII - SEPARABILITY:**

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

**ARTICLE XXIV - 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 XXV - TERM OF MEMORANDUM OF UNDERSTANDING:**

The term of this Memorandum of Understanding shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017 or until such time that a succeeding MOU is adopted.

**ARTICLE XXVI - 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 \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

CITY OF WHEATLAND

GENERAL EMPLOYEES ASSOCIATION

\_\_\_\_\_  
Greg Greeson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. -16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND ADOPTING WHEATLAND POLICE OFFICER ASSOCIATION PAY RANGES AND PAY RATES FOR FISCAL YEAR 2016/2017.**

**WHEREAS**, the City of Wheatland contracted with CPS Human Resource Services in fiscal year 2005/2006 to perform an "Employee Classification and Compensation Study" (the Study); and

**WHEREAS**, the Study has been utilized to create pay ranges and to classify each City employee within a pay range; and

**WHEREAS**, the pay rates of full time employees represented by the Wheatland Police Officers Association are defined in Memorandums of Understanding and Employment Agreements; and

**WHEREAS**, the City Council of the City of Wheatland approves all employee pay ranges.

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

1. The above statements are true and correct.
2. That Exhibit "A" attached hereto is adopted as the City of Wheatland's pay ranges for classified positions represented by the Wheatland Police Officers Association for fiscal year 2016/2017. The effective date of this schedule shall be July 4, 2016.

**ADOPTED** as a Resolution of the City Council of the City of Wheatland at a meeting thereof held on the 26th day of July, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

By: \_\_\_\_\_  
Jay Pendergraph, Mayor

ATTEST: \_\_\_\_\_  
Lisa J. Thomason, City Clerk

Exhibit "A"

CITY OF WHEATLAND - POLICE OFFICER'S ASSOCIATION

2.5% CALCULATED PAY RANGES

FOR FISCAL YEAR : 2016-2017

EFFECTIVE JULY 4, 2016

Classificatio	Range	Step I	Step II	Step III	Step IV	Step V
Police Officer	14	4,017	4,218	4,429	4,650	4,883
Police Corporal	17	4,326	4,542	4,769	5,008	5,258

This schedule reflects a Three (3.0%) percent increase in the Base salary ranges from the previous year. Effective date of the increase is July 4, 2016.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WHEATLAND  
AND THE POLICE OFFICERS  
ASSOCIATION  
(2016-2017)**

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 in July 4, 2016, are listed in Attachment "A".

Section 2: The salary ranges have been adjusted by a three (3%) 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.

Field Training Officer incentive pay of 2.5% 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.

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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.

#### **ARTICLE V - RETIREMENT:**

Section 1: 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 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 employees. The City's contribution rate may be adjusted by changes in the Federal law. The employees shall contribute the amount that is required by Federal law. 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.

Section 5. During the term of this agreement, the City shall agree to pursue the entering into a contract with the California Public Employees Retirement System for the completion of an Actuarial Study to determine the costs to the City and to the employees if the City were to contract with PERS to provide retirement benefits to the employees of the City. The options to be studied in the actuarial shall be determined by mutual agreement between the City and the Association.

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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:** City shall pay 100% of the employee's premium for the approved Kaiser health insurance plan. The City's payment amount shall be based on the Kaiser employee-only plan with the \$50 co-payment amount. Any premium costs over this amount, including any dependent coverage costs, shall be paid by the employee. The terms of the various insurance policies and plans shall govern an employee's rights to the insurance benefits.

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 50% of the individual's premium cost 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 regular full-time 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 City Clerk. 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 \$25.00 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 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.

**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 - 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 XVII - 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 XVIII - 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 XIX - 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 XX. 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 XXI - 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 XXII- 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 XXIII - SEPARABILITY:**

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

**ARTICLE XXIV - 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 XXV- TERM OF MEMORANDUM OF UNDERSTANDING:**

The term of this Memorandum of Understanding shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017 or until such time that a succeeding MOU is adopted.

**ARTICLE XXVI - 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 \_\_\_\_ day of \_\_\_\_\_.



CITY OF WHEATLAND

WHEATLAND POLICE OFFICERS  
ASSOCIATION

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Greg Greeson

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**RESOLUTION NO. -16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND ADOPTING THE WHEATLAND SERGEANT'S ASSOCIATION PAY RANGES AND PAY RATES FOR FISCAL YEAR 2016/2017.**

**WHEREAS**, the City of Wheatland contracted with CPS Human Resource Services in fiscal year 2005/2006 to perform an "Employee Classification and Compensation Study" (the Study); and

**WHEREAS**, the Study has been utilized to create pay ranges and to classify each City employee within a pay range; and

**WHEREAS**, the pay rates of full time employees represented by the Wheatland Sergeant's Association are defined in Memorandums of Understanding and Employment Agreements; and

**WHEREAS**, the City Council of the City of Wheatland approves all employee pay ranges.

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

1. The above statements are true and correct.
2. That Exhibit "A" attached hereto is adopted as the City of Wheatland's pay ranges for classified positions represented by the Wheatland Sergeant's Association for fiscal year 2016/2017. Exhibit "A" shall be effective as of July 4, 2016.

**ADOPTED** as a Resolution of the City Council of the City of Wheatland at a meeting thereof held on the 26th day of July, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

By: \_\_\_\_\_  
Jay Pendergraph, Mayor

ATTEST: \_\_\_\_\_  
Lisa J. Thomason, City Clerk

RESOLUTION -16

Exhibit "A"

CITY OF WHEATLAND - WHEATLAND SERGEANTS ASSOCIATION

2.5% CALCULATED PAY RANGES

FOR FISCAL YEAR : 2016-2017

Classificatio	Range	Step I	Step II	Step III	Step IV	Step V
Police Sergeant	20	4,658	4,891	5,136	5,393	5,662

This schedule reflects a Three (3.0%) percent increase in the Base salary range over the previous year . Effective date of the increase is July 4, 2016.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WHEATLAND  
AND THE WHEATLAND SERGEANTS  
ASSOCIATION  
(2016-2017)**

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 4, 2016, are listed in Attachment "A".

Section 2: The salary ranges have been increased by a three percent (3.0%) Cost of Living adjustment..

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 2.5% 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.

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Section 1: 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 employee's rights to participate in the plan.

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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 50% of the individual’s premium cost 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.

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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 City Clerk. 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.

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- 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%
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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 - 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.

## **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 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 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 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 XX - 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 XXI. 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 XXII - 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 XXIII - 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 XXIV - SEPARABILITY:**

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

**ARTICLE XXV - 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 XXVI- TERM OF MEMORANDUM OF UNDERSTANDING:**

The term of this Memorandum of Understanding shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017 or until such time that a succeeding MOU is adopted.

**ARTICLE XXVII - 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 \_\_\_ day of \_\_\_\_\_

CITY OF WHEATLAND

WHEATLAND SERGEANTS  
ASSOCIATION

\_\_\_\_\_  
Greg Greeson

\_\_\_\_\_  
  
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