Item No: 11

Report to the City Council
Council Meeting of September 27, 2016

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution authorizing amendment to the Memorandum of Understanding between the St. Helena Police Officer Association and the City of St. Helena amending an administrative error correcting Non-sworn Personnel 7/1/16 increase to base pay to be 4.5%, which had incorrectly stated that the Non-sworn Personnel 7/1/16 increase to base pay was 3.5%; and duly adopt and approve compensation schedule to reflect the updated pay schedules**

CEQA Status: **Not a CEQA project**

Prepared By: **Kathy Robinson, Human Resources and IT Director**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

On June 10, 2014 the City Council adopted Reso 2014-34 approving Memorandum of Understanding between the St. Helena Police Officers Association and the City of St. Helena. Effective with this agreement was a pension cost sharing agreement where the POA members would begin phasing in covering their employee's (EE) contribution to PERS. The City had been paying the sworn personnel's 9% EE contribution and non-sworn personnel's 7% EE contribution. Starting July 1, 2014, and over the next three years, the POA agreed that the EE cost share would be phased with sworn personnel paying 3% each year, and non-sworn paying 2% for two years and 3% in the third year. To offset the cost-share sworn personnel would receive 4.5% each year and non-sworn personnel would receive 3.5% the first two years and 4.5% in the third year. The increase to compensation offset the employees cost share and resulted in a total three year 4.5% COLA increase to compensation.

DISCUSSION

It was brought to City Administration's attention that the adopted POA MOU had an administrative error which incorrectly stated that the Non-sworn Personnel 7/1/16 increase to base pay was 3.5%. POA President Todd Heald provided documentation that the Non-sworn Personnel 7/1/16 increase to base pay should have been 4.5% as evidenced on page 2 of Attachment 1. The amendment to the MOU is on page 22 of the MOU and would read, 7/11/2016, increase to base pay of 4.5% (Attachment 2).

The amendment to the MOU also increase the dispatcher's compensation schedule by 1% which requires the City Council to duly adopt and approve a updated compensation schedule to reflect the 1% increase. The updated compensation now reflects all POA members last and final COLA raise of the MOU.

FISCAL IMPACT

There is net positive impact to the City. While the 1% had not been factored into the adopted 2016/17 Fiscal budget the cost is being absorbed in the fact that the newest hired dispatcher was a new member to PERS, thus providing a positive impact to the City with a salary savings of $5359.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution.

ATTACHMENTS

1. POA agreement documentation
2. Amended POA MOU
3. Resolution

Attachment 1

RLS RAINS LUCIA STERN, PC

CONFIDENTIAL

FACSIMILE TRANSMISSION

Date: May 23, 2014

To: Jackie Rubin, COP

Name/Company	Facsimile Number	Telephone Number
St. Helena Police Department	707.963.8043	707.963.3636

From: John Noble

Re: Tentative Agreement Between City of St. Helena and SHPOF

Number of Pages, Including Cover: 6

Message:

Jackie: Electronic correspondence to follow.

Santa Rosa Office
2300 Bethards Drive, Suite F
Santa Rosa, CA 95405
PH: 707.576.8954
FX: 707.526.4018
www.RLSlawyers.com

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May 8, 2014

Tentative Agreement for a Successor Memorandum of Understanding

For

The St. Helena Police Officers' Foundation and the City of St. Helena

The bargaining team for the SHPOF and the bargaining team for the City of St. Helena agree to recommend the following terms and conditions for a successor MOU to their principals:

TERM

Three years (7/1/14 through 6/30/17)

SALARY INCREASE

Sworn Personnel

Effective the first full pay period after 7/1/14, an increase to base pay of 4.5%

Effective the first full pay period after 7/1/15, an increase to base pay of 4.5%

Effective the first full pay period after 7/1/16, an increase to base pay of 4.5%

Non-Sworn Personnel

Effective the first full pay period after 7/1/14, an increase to base pay of 3.5%

Effective the first full pay period after 7/1/15, an increase to base pay of 3.5%

Effective the first full pay period after 7/1/16, an increase to base pay of 4.5%

EMPLOYEE (EE) CalPERS (RETIREMENT) CONTRIBUTION

SWORN PERSONNEL

Effective the first full pay period after 7/1/14, sworn members of the bargaining unit shall pay pre-tax (subject to IRSC 414(h)(2)) 3% of the EE 9% retirement contribution.

Effective the first full pay period after 7/1/15, sworn members of the bargaining unit shall pay pre-tax (subject to IRSC 414(h)(2)) 3% of the EE 9% retirement contribution.

Effective the first full pay period after 7/1/16, sworn members of the bargaining unit shall pay pre-tax (subject to IRSC 414(h)(2)) 3% of the EE 9% retirement contribution. (TOTAL OF 9%)

NON-SWORN PERSONNEL
Effective the first full pay period after 7/1/14, non-sworn members of the bargaining unit shall pay pre-tax (subject to IRSC 414(h)(2)) 2% of the EE 7% retirement contribution.
Effective the first full pay period after 7/1/15, non-sworn members of the bargaining unit shall pay pre-tax (subject to IRSC 414(h)(2)) 2% of the EE 7% retirement contribution.
Effective the first full pay period after 7/1/14, non-sworn members of the bargaining unit shall pay pre-tax (subject to IRSC 414(h)(2)) 3% of the EE 7% retirement contribution. (TOTAL OF 7%)

VISION

Effective 7/1/14, members of the bargaining unit shall receive $500.00 each thirty-six consecutive months for prescription glasses or contacts. (Section 21.5)

MAINTENANCE OF MEDICAL/DENTAL BENEFITS

The current language in the current MOU will remain unchanged through the term of the successor MOU.
The City and the SHPOF agree to jointly explore the changing to CalPERS (PEMCA) medical insurance for the bargaining unit. The parties agree there shall be no change from the currently provided medical plans absent mutual agreement of the SHPOF and the City of St. Helena.

HOLIDAY COMPENSATION

Members' compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation. In other words, longevity, bi-lingual, Field Training, Investigator, Records Coordinator, etc. shall be computed into the holiday rate of pay.

PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (ARTICLE 24)

The City agrees that current language in 24.4 and 24.5 shall be deleted from the successor agreement.

The parties agree to include language in the successor agreement memorializing the mandate of the Public Employees' Retirement Act of 2013, i.e., "New" employee /"Classic" employee benefit changes.

COMPENSATORY TIME OFF (SECTION 7.4)

Members of the bargaining unit shall be allowed to accrue a maximum of one hundred twenty (120) hours of compensatory time off. When a member has accumulated 120 hours in her/his compensatory time bank, all additional overtime worked shall be taken as pay until the hours in the members bank fall below the 120 hour maximum accumulation.

SENIORITY AND OVERTIME (INITIALS PROPOSALS FROM SHPOF DATED 4/21/14)

The City agrees the SHPOF and the Chief of Police will engage in dialogue to resolve the issues presented in the proposals presented.

CHANGE TO CURRENT METHOD OF PAYROLL

The SHPOF agrees to the City's proposal to modify pay periods. The City and the SHPOF shall mutually agree on a plan to facilitate the City's proposed payroll change.

FOR THE CITY OF ST. HELENA

FOR THE SHPOF

RE: Canine Handler Language

John Noble
Sent: Sunday, May 11, 2014 1:09 PM
To: Gary Broad [GaryB@cityofsthelena.org]
Cc: Heald Todd [Todd.heald@csuglobal.edu]; Melanie Yabut; John Noble

Gary:

Regarding the Dog Handler, Section 11.6, 10, the last two sentences of the current agreement should be changed to read:

"As of July 1, 2014, the minimum wage is $9.00 per hour which equals $13.50 per hour at time and a half. At this rate, the Employee will be paid $13.50 per hour times 365 (days in the year) divided by the number of paychecks in the year (24). This rate calculates to $205.31 per paycheck. As of January 1, 2016, the minimum wage will be $10.00 per hour. Using the same calculations, effective the first pay period in January of 2016, the aforementioned $205.31 per paycheck shall increase to $228.13. ($15.00 x 365 days divided by 24 pay periods)"

Please have your finance person check my math. The minimum wage info came from the California Department of Industrial Relations posting on the Web.

John R. Noble
Senior Labor Relations Representative
Rains Lucia Stern, PC
2300 Bethards Drive
Suite F
Santa Rosa, CA 95405
Office: 707.576.8954
Cell: 707.477.7772

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Do not disclose the contents to anyone.
Thank you.

From: Gary Broad [GaryB@cityofsthelena.org]
Sent: Friday, May 09, 2014 6:01 AM
To: John Noble
Cc: Todd Heald
Subject: Re: Canine Handler Language

Please write-up when you get a chance. Thanks.

Sent from my iPhone

On May 9, 2014, at 5:05 AM, "John Noble" <jnoble@rlslawyers.com> wrote:

> Gary/Todd:
>
> Just thought of our first meeting when we discussed the current language regarding minimum wage for time spent for care of canine. We need to correct to the

current minimum wage as of January 1, 2014 (involves a small amount of back -pay).
>
> Sent from my iPhone
> John R. Noble
> Sr. Labor Relations Representative
> Rains Lucia Stern PC
> 707.477.7772

Attachment 2

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA POLICE OFFICERS' FOUNDATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

July 1, 2014 – June 30, 2017

Amended September 27, 2016

ARTICLE 1

PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Foundation, hereinafter referred to as "Foundation," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2

RECOGNITION

2.1 The City of St. Helena recognizes the Foundation as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, and Community Service Officer.

2.2 This recognition is exclusive of (1) management employee, (2) temporary employees and (3) part-time employees.

2.3 (a) The term "Peace Officer" is defined as any member who is a full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full time dispatcher and/or ¾ time Community Service Officer (CSO).

ARTICLE 3

FOUNDATION RIGHTS

The Foundation shall have the following rights and responsibilities:

3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.

3.2 Reasonable use of one bulletin board at the Police Department.

3.3 The right to payroll deductions made for payment of Foundation dues and for City-approved programs.

3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

3.5 The use of City facilities for regular, normal and lawful Foundation activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3.6 Reasonable access to employee work locations for officers of the Foundation and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4

CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Grievance Defined: A grievance is a formal allegation by a member of the Foundation who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chief's or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or

2. Make a decision on the documentation submitted, or

3. Hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

ARTICLE 6

HOURS OF WORK

6.1.1 Work Week. The work week for full time personnel will be defined by the FLSA public safety definition. The City and the POF recognize this to mean employees will work 160 hours in a 28 day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the POF alternative schedules to meet the operating needs of the department.

6.2 Shift Change Notification The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

6.3 Meal Times Meal time for shift employees and non-shift employees is thirty (30) minutes.

6.4 Meal Time Call-Out for Shift Employees Shift personnel receive meal time as paid time and shall be subject to call-out during the meal time.

6.5 Rest Periods Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.

6.6 Missed Rest Periods and Meal Times For shift employees, since meal time and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

6.7 Definition of Shift Employees Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Community Service Officer and Dispatcher/Clerk.

6.8 Shift employees assigned to work the graveyard shift (6pm to 6am) when that shift is not part of their regular assigned shift rotation, will receive shift differential pay in the amount of 2 ½% of base pay for assignment to the "graveyard" shift for more than three consecutive weeks. Such pay will commence on the first day following the third consecutive week and continue for such time as the assignment to the "graveyard" shift continues uninterrupted.

6.9 The City shall maintain the "two on-two off" system during shift rotations to the best of the City's ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7

OVERTIME

7.1 Hours Paid Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12 hour shift would be paid overtime should their work day exceed 12 hours. Employees assigned on a ¾ time basis or employees assigned to an 8 hour day will be paid overtime should their work day exceed 8 hours.

7.2 Overtime

A. Regular Overtime Rate Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).

B. Minimum Units of Overtime All overtime shall be recorded and paid on the basis of 15-minute increments, such that for each full 15 minute period worked, the employee shall be compensated for one-quarter hour of overtime.

7.3 Hours Worked Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.

7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.

7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.

7.7 Call Back pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 + ½) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 + ½) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance.

7.9 Vacation Call Back. An employee called in to work during his or her regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+1/2) times her or his regular rate of pay for all time worked.

7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the overtime rate, provided that this provision shall not apply in any situation when the scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel

A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten hour work day (½ hr travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours the employee shall have the option of completing the work day at SHPD, or taking compensatory time off. Travel time is considered portal to portal.

B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half.

C. Employees will not be compensated for travel to pick-up or drop off a city vehicle.

D. Subsistence reimbursement will be according to P.O.S.T. guidelines. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy, government rates. Lodging will not be

reimbursed for the night prior to start of training, if training is within a 30 mile radius of point of departure. (refer map, Appendix D)

ARTICLE 8

SALARY

8.1 Salaries paid to Dispatchers/CSOs, Police Officers, Police Corporals and Police Sergeants shall be in accordance with the most recent Salary Resolution adopted by the City Council and any amendments thereto. Such Resolutions are hereby incorporated as part of the MOU and are available from the City Clerk (See Appendix A – Salary Schedule). The Police Corporal is step C for Police Sergeant.

ARTICLE 9

INCENTIVE PAY

9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	100.00
POST Advanced Certificate	200.00
POST Records Supervisor Certificate	100.00

9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of 5% of his or her base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional $150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10

LONGEVITY

Longevity pay shall be granted to any permanent employee on his or her fifth anniversary of continuous employment at the rate of 2 1/2% of present salary. At her/his tenth anniversary, the percentage increment shall be 5%; at the fifteenth year anniversary, the percentage increment shall be 7 1/2%; at the twentieth year anniversary and thereafter, the increment shall be 10%.

ARTICLE 11

SPECIAL ASSIGNMENT

11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least 6 regularly working reserve officers under supervision, shall receive additional compensation of $100.00 per month. This shall be part of the regular pay.

11.2 Officers or Dispatchers assigned as a Field Training Officers or Communication Training Officer shall receive an additional 7% of their daily salary, per day, while assigned to the trainee.

11.3 A Dispatcher designated as Records Coordinator shall receive additional compensation of five percent (5%) of his or her regular salary.

11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.

11.5 Officers, while assigned to the Investigator position, shall receive an additional compensation of 2 ½ percent of base salary.

11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.

1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.
2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.
3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.
4. Handlers shall be of the rank Police Officer. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.
5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at his/her place of residence, subject to recall by the CITY.
6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired

from police service because of its poor health, which is due to the Handlers negligence, seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of $10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of $10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for $1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.
8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Hander shall be the date from which the expected years of service of the police Dog shall commence.
9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:
   a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.
   b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)
   c) Only law enforcement personnel will operate the vehicle.
   d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.
   e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.
      1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.
10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the prevailing minimum wage at the overtime rate of time and a half. As of January 1, 2014, the minimum

wage is $9.00 per hour which equals $13.50 per hour at time and a half. At this rate, the EMPLOYEE will be paid $13.50 per hour times 365 (days in the year) divided by the number of paychecks in the year (24). This rate calculates to $205.31 per paycheck.
As of January 1, 2016, the minimum wage will be $10.00 per hour. Using the same calculations, effective January 1, 2016, the new calculated rate will be $228.13 per paycheck.

ARTICLE 12

EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of $300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $1,500 per fiscal year for expenses incurred for education for which the employee earns college credits from an accredited college, which would promote professional development. The program is voluntary.

ARTICLE 13

SICK LEAVE

13.1 Accrual Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.

13.2 Administration: An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

13.3 Reasons for Granting Sick leave shall be granted to eligible employees in the following cases:

A. Personal illness or incapacity resulting from causes beyond the employee's control;

B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her personal care and attention and only until other adequate arrangements can be made.

C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.

13.4 Sick Leave Abuse When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.

13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon re-employment.

13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.

13.7 Sick Leave Accrual Incentive:

A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.

B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

ARTICLE 14

VACATION LEAVE

14.1 Eligibility Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.

14.2 Earning and Accrual Rates Vacation shall be earned and accrued by regular employees at the following rates:

A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; full time Dispatchers and Community Service Officers shall earn and accrue vacation at the rate of no less than ten days per year.

B. After six years of continuous employment, Sworn Officers, Dispatchers, and Community Service Officer will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.

14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.

14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation.

ARTICLE 15

SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee.

ARTICLE 16

HOLIDAYS

16.1 In lieu of holiday time off, employees shall receive an additional payment in June and in December for the hours of recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.

16.2 Holiday accrual: Full time employees 3.833 hours per pay period.

Part time (3/4 time) employees 2.875 hours per pay period.

One Floating Holiday - Unspecified Personal Convenience Holiday

Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.

16.3 Non-shift employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

ARTICLE 17

BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18

MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19

JURY LEAVE

19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.

19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20

ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21

HEALTH AND WELFARE INSURANCE AND BENEFITS

21.1 Health Insurance:

A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of $65 per month in lieu of the dependent coverage. It is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.

B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.

C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%,with the employee paying 25%.

D. The aggregate employee contribution for PERS and health insurance premiums shall preserve a 2 percent (2%) pre-tax Cost of Living pay increase. The POF agrees to take part in a task force with representatives of the City and other affected employee groups to examine ways to cap City medical insurance costs and also, as practicable, improve medical coverage for employees. In the event overall General Fund revenue growth exceeds general fund expenditure growth, the City will apply a portion to offset the increased employee's share of medical premiums.

21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.

21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of $25,000. The employee will have the option to purchase additional insurance up to an additional $20,000.

21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.

21.5 Prescription Glasses: Effective July 1, 2014, the City will reimburse employees for the cost of prescription glasses or contacts, not to exceed $500.00 and limited to one time within a thirty-six month period. Reimbursement will require submitting to the City evidence of payment of the prescription glasses or contacts.

21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22

UNIFORM ALLOWANCE

22.1 Employees shall receive an annual uniform allowance as follows:

Sworn Personnel	$750.00
Dispatch and CSO Personnel	$750.00

22.2 The Uniform Allowance will be paid twice a year: in December and June, in equal amounts. Employees may request an amended tax withholding form for uniform and holiday payouts.

22.3 Officers assigned to motorcycle duties shall be issued:

1) 1 pair of Police motorcycle boots
2) 2 pairs of Police motorcycle pants
3) 1 Police motorcycle leather jacket
4) 2 sets of riding gloves (1 cold weather and 1 warm set)
5) Protective eyeglasses (not to exceed $150.00)

22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:

1) Gloves
2) Helmet
3) Padded shorts
4) Padded Pants
5) Protective Eyeglasses
6) Pedal retention devices
7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23

LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into a PERS retirement system, for the first time, or after a six month separation, on January 1, 2013 or after will be considered "New" employees.

24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.

24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three year average (of the three highest years of salary).

24.1.4 Effective 7/1/2014, sworn members of the bargaining unit shall pay (pre-tax) 3% of the EE 9% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 6%. The City will also pay the appropriate City's contribution.

24.1.5 Effective 7/1/2015, sworn members of the bargaining unit shall pay (pre-tax) an additional 3% of the EE 9% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 3%. The City will also pay the appropriate City's contribution.

24.1.6 Effective 7/1/2016, sworn members of the bargaining unit shall pay (pre-tax) an additional 3% of the EE 9% Retirement contribution. The City will pay the appropriate City's contribution.

24.2 Non-Sworn Personnel

24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.

24.2.2 Effective 7/1/2014, non-sworn members of the bargaining unit shall pay (pre-tax) 2% of the EE 7% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 5%. The City will also pay the appropriate City's contribution.

24.2 Effective 7/1/2015, non-sworn members of the bargaining unit shall pay (pre-tax) an additional 2% of the EE 7% Retirement contribution. The City will pay, for each employee, the remaining portion of EE, up to 3%. The City will also pay the appropriate City's contribution.

24.3 Effective 7/1/2016, non-sworn members, of the bargaining unit shall pay (pre-tax) an additional 3%, of the total EE 7% Retirement contribution. The City will pay the appropriate City's contribution.

ARTICLE 25

SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 26

DISCIPLINARY ACTION

26.1 Disciplinary Authority

A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.

B. The City Manager shall have the right, for reasonable cause and for any regular employee to:

1. demote,
2. dismiss,
3. reduce in pay or
4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

C. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.

D. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three day suspension without pay.

The Chief of Police will hear those responses where less severe discipline is proposed.

E. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, which ever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

F. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

G. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

H. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

I. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

J. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.

K. Hearing Procedure:

1. Appointment of Arbitrator

a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the Foundation, by independent counsel or by him or herself.

b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.

c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation /

Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.

d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.

e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Foundation or the individual employee.

2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.

3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.

4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.

5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.

6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.

7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

8. Both the City and the employee may be represented by legal counsel.

9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.

10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.

11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator.

The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.

12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 27

LAYOFF PROCEDURE

27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:

a) Part-time and temporary employees in the affected classification shall be separated first.
b) Probationary employees in the affected classification shall be separated next.
c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.

27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.

27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of lay off.

ARTICLE 28

SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 29

TERM

The term of this agreement shall commence on its ratification by the City and the Foundation and expire on June 30, 2017.

APPROVALS

This Memorandum Of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA POLICE OFFICERS' FOUNDATION

_____

Todd Heald, President

CITY OF ST. HELENA

Approved by the City Council by Resolution Number

_____

Toby Ross

City Manager

SALARY INCREASE TO BE NOTED IN NEW PAY SCALE EFFECTIVE 7/1/2014:

TERM	Three years (7/1/14 through 6/30/17)
SALARY INCREASE	<u>Sworn Personnel</u>
	7/1/14, increase to base pay of 4.5%
	7/1/15, increase to base pay of 4.5%
	7/1/16, increase to base pay of 4.5%
	<u>Non-Sworn Personnel</u>
	7/1/14, increase to base pay of 3.5%

7/1/15, increase to base pay of 3.5%

7/1/16, increase to base pay of ~~3~~4.5%

CITY OF ST. HELENA

RESOLUTION NO. 2016-

Resolution Authorizing amendment to the Memorandum of Understanding between the St. Helena Police Officer Association and the City of St. Helena amending an administrative error correcting Non-sworn Personnel 7/1/16 increase to base pay to be 4.5%, which had incorrectly stated that the Non-sworn Personnel 7/1/16 increase to base pay was 3.5%; and duly adopt and approve compensation schedule to reflect the updated pay schedules

RECITALS

A. The City Council of the City of St. Helena adopted Reso. 2014-34 approving Memorandum of Understanding between the St. Helena Police Officers Association and the City of St. Helena; and

B. Effective with the MOU a pension cost sharing agreement POA members agreed to phase in covering their employee's (EE) contribution to PERS; and

C. The City had been paying the sworn personnel's 9% EE contribution and non-sworn personnel's 7% EE contribution; and

D. The POA agreed that the EE cost share would be phased with sworn personnel paying 3% each year, and non-sworn paying 2% for two years and 3% in the third year; and

E. To offset the cost-share sworn personnel would receive 4.5% each year and non-sworn personnel would receive 3.5% the first two years and 4.5% in the third year; and

F. The increase to compensation offset the employees cost share and resulted in a total three year 4.5% cola increase to compensation; and

G. To correct an administrative error which incorrectly stated that the Non-sworn Personnel 7/1/16 increase to base pay was 3.5%, the City is amending the MOU is on page 22 of the MOU and to read 7/11/2016, increase to base pay of 4.5%.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Approves the amendment to the Memorandum of Understanding between the St. Helena Police Officer Association and the City of St. Helena amending an administrative error correcting Non-sworn Personnel 7/1/16 increase to base pay to be 4.5%; and

2. Duly adopts and approves compensation schedule to reflect the updated pay schedules.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2016, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

_____

Alan Galbraith, Mayor

ATTEST:

_____

Cindy Black, City Clerk