



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WEED
AND THE
WEED POLICE OFFICERS' ASSOCIATION
(SWORN UNIT)**



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APPENDIX A - SALARY RANGES

Article 1

General Provisions

1.1 Parties to the Memorandum:

This Memorandum of Understanding is made and entered into effective the ____ day of _____, 2006, by and between the City of Weed and the Weed Police Officers' Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of Public Safety employees. Upon adoption by the City Council this Memorandum will become binding between the City of Weed and the Weed Police Officers' Association and its members.

1.2 Validity of Memorandum:

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 Recognition:

The Association is the recognized employee organization for members in the following classifications:

- Police Sergeant
- Police Officer

1.4 Effective Date and Term:

This Memorandum of Understanding shall take effect immediately, and shall remain in full force and effect through the thirtieth (30th) day of June 2009. This Memorandum of Understanding shall only become effective with approval of the Weed City Council and the Association. Any financial consideration payable under this Agreement shall be retroactive to July 1st 2006 following approval of this Memorandum of Understanding by the City Council.

1.5 Effect of Memorandum:

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or the Personnel Rules or Regulations, subject, however, to the City's obligation to meet and confer, in accordance with applicable law, with the Association.

1.6 Employee Rights:

Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment.

Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 City Rights:

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tow of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in situations of emergency.

1.8 Non Discrimination Clause:

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.9 Requirement to Meet and Confer:

- A. Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are significantly affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City.
- B. The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action.
- C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer reasonably promptly upon request by either party and continue for a reasonable period of time in order to freely exchange information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses, "as defined by law" where specific procedures for

such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

Article 2

Salary Ranges, Adjustments and Compensation

2.1 Salary:

Salary ranges for each classification are specified in Appendix A, attached to this Memorandum.

2.2 Educational Incentive Program:

Because it is in the best interest of the City and safety personnel to keep members of the Police Department informed and up-to-date on current law enforcement techniques and procedures, the following incentive program is instituted:

- a. A member attaining the POST Intermediate Certificate will be entitled to 3% special pay above the base salary
- b. A member attaining the POST Advanced Certificate will be entitled to 3% special pay above the base salary
- c. A member attaining an Associates Degree will be entitled to 3% special pay above the base salary
- d. A member attaining a Bachelors Degree will be entitled to 6% special pay above the base salary when a Bachelors Degree is obtained without an Associates Degree. When a member has attained a Bachelors Degree in conjunction with an Associates Degree, the member will be entitled to 3% special pay for each degree.

2.3 Automatic Cost of Living Adjustment (COLA):

COLA's are effective July 1st and are based on the change in the CPI of the San Francisco Area for the year ending in April up to a maximum of 4%. This adjustment will be automatic without the need for further negotiations.

2.4 Special Pay:

Additional compensation shall be paid for those officers that are assigned to perform the following special duties:

- Siskiyou County Interagency Narcotics Task Force Officer
- Investigator/Detective
- Field Training Officer (FTO)
- Public Information Officer (PIO)
- Drug Abuse Resistance Education Officer (DARE)

These officers receive a three percent (3%) increase.

Article 3

Medical, Dental, Vision, Life and Disability Plans

3.1 Medical Plan:

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. Until December 31st, 2006, the City will continue to contribute, on behalf of each eligible employee, \$700.00 for the eligible employee's health plan. The employee may choose to cover premium costs for the eligible employee's health plan or other plans available through PERS and/or other qualified supplemental plans offered by AFLAC under its Flex One Tax Advantaged Plan. Total monthly premium costs of selected insurance coverages which exceed the City's \$700.00 will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the health plan offered through the Peace Officers Research Association of California (PORAC). Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph (c) of this Section.

B. Currently the total monthly premium costs of selected insurance coverage's for the eligible employee's health plan shall not exceed the \$700 composite of all employees.

C. For purposes of this Agreement, "premium costs for the eligible employee's health plan" shall include the eligible employee's participation in the Peace Officers Research Association of California (PORAC) Health Plan effective July 1, 2006, and thereafter.

D. The parties agree that administration of the plan, enrolling or canceling enrollment of employees or their dependents and processing claims and securing of adequate risk protection shall be the sole administrative and financial responsibility of the City.

E. There shall be no decrease in benefits except as are imposed upon the City as benefit modifications by PORAC. Any change in plan benefits to the employee by the City shall be on a Meet and Confer basis. The City agrees to meet with the Association prior to December 31st 2006 to discuss alternative medical, dental and vision plans and premiums.

3.2 Dental Plan:

Until June 30th, 2007, the City will continue to contribute, on behalf of each eligible employee, 100% of the eligible employee's dental plan.

3.3 Vision Plan:

Until June 30th, 2007, the City will continue to contribute, on behalf of each eligible employee, 100% of the eligible employee's vision plan.

3.4 Life Insurance Plan:

None

3.5 Long Term Disability Plan:

None

Article 4

Vacation and Leave

4.1 Vacation Leave:

Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

<u>Months of Employment</u>	<u>Vacation Hours Accrued Per Pay Period</u> (Based on 26 equal pay periods per year)
1 -36 months	3.69 hours (96 hours per year)
37-180 months	5.23 hours (136 hours per year)
181 months and on	6.77 hours (176 hours per year)

A. The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. The City agrees to permit probationary employees to use earned vacation time during the probationary period.

4.2 Vacation Accrual:

Maximum accrual is based on the calculation of twice the amount of annual accrual.

4.3 Holidays:

A. Holidays for members are:

- July 4th -(Independence Day).
- First Monday in September-(Labor Day),
- November 11th-(Veterans. Day),
- Thanksgiving Day.
- Friday following Thanksgiving.
- December 24th (four hours)
- December 25th
- December 31st (four hours)
- January 1st
- Third Monday in January - (Martin Luther King),
- The Third Monday in February-(President's Day) and,
- The last Monday in May-(Memorial Day),
- The Member's Birthday.

B. Holiday pay is computed at the member's regular base hourly wage times eight hours of base pay. Holiday pay is paid whether member actually works the holiday. If a member actually works the holiday, they are entitled to their base pay multiplied by one and one half actual hours worked in addition to holiday pay.

4.4 Sick Leave:

A. All employees, except part-time and extra help employees, shall be entitled to 3.69 hours of sick leave with pay, per pay period, with no accumulation limit. (96 hours per year)

B. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

C. In case of illness extending beyond three (3) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

Article 5

Allowances and Reimbursements:

5.1 Uniform Allowance:

A. Members of the Police Department designated by the Chief of Police (Police Sergeants and Police Officers) where uniforms are mandatory in the performance of their duties shall receive a uniform allowance in the amount of \$675.00 per year. The uniform allowance shall be paid by the first paycheck in July of each year.

B. In the case of newly hired officers, the uniform allowance shall be paid on a prorated calculation. If the member's uniforms exceed the amount allotted, the city agrees to pay the additional amount and deduct the additional from the up-coming years allowance.

C. The City agrees to replace or reimburse employees for uniform articles that are lost or damaged in the line of duty so long as such loss or damage is not the result of substantial fault or negligence on the part of the employee. Each occurrence of loss or damage shall be accompanied by a report describing how the loss or damage occurred.

5.2 Safety Equipment:

In accordance with Government Code Section 50081 the City will furnish each safety officer the following equipment:

1. Service revolver or other suitable pistol
2. Holster
3. Belt
4. Ammunition
5. Nightstick
6. Handcuffs
7. Raincoat
8. Rain boots

Said equipment shall remain the property of the City.

Article 6

Work Hours, Overtime, Compensatory Time Off

6.1 Overtime:

A. Overtime is defined as a City-required act or time expenditure by an employee in excess of the 80 hours worked in a 14 day work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualification, required classes or courses, court appearances, and special assignments as prescribed by applicable state and federal law not occurring within the normal hours scheduled for the employee.

B. Any such act or time expenditure required of an employee by the City after the employee has completed a continuous period of duty and must be called back to perform such additional duty, prior to the next scheduled duty, shall receive a minimum of two hours of compensation. Call back for court appearances on off-duty time shall be a minimum two (2) hours of compensation.

C. The overtime rate will be computed on a time and one-half basis.

D. Overtime worked may be selected as pay or compensatory time (C/T/O) at the discretion of the employee within the applicable payroll period. Unused C/T/O shall be paid off during the first pay period of December of each year. The pay off shall not include any floating holiday pay or birthday pay accrued during the current year.

E. Approved sick leave, vacation leave and C/T/O utilized by the employee will be counted as time worked for the purpose of computing overtime.

Article 7

Retirement

7.1 Employee Retirement Plan:

City will maintain enrollment of employees in the PERS 2% @ 55 retirement plan. City agrees to continue to pay the employee's PERS contribution to the Public Employees Retirement System to be credited to the employee's PERS account as if it were paid by the employee.

Article 8
Concerted Activities

8.1 Concerted Activities:

A. The parties to this Memorandum recognize and acknowledge that the services performed by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Weed. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

B. City agrees not to lock out employees.

C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Weed, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective the ____ day of _____, 2006

CITY OF WEED

**WEED POLICE OFFICERS'
ASSOCIATION**

James G. Cummings, President

EXHIBIT "A"

City of Weed

Police Sworn & Non-Sworn Employees Units

COLA of 3.2%, Position Adjustment (2) & Longevity Pay (7-1-2006)

Position	5 Step Pay scale					Longevity Pay			
		A	B	C	D	E	10 Years (5%)	15 Years (10%)	20 Years (15%)
	W/ COLA								
COSI		\$1,449	\$1,492	\$1,537	\$1,585	\$1,631			
CSOII		\$1,667	\$1,678	\$1,782	\$1,835	\$1,889			
Dispatcher/Reserve		\$1,599	\$1,646	\$1,698	\$1,744	\$1,798			
Secretary/Dispatch		\$2,191	\$2,256	\$2,324	\$2,390	\$2,461			
Police Officer		\$2,696	\$2,810	\$2,932	\$3,057	\$3,182			
Police Sergeant		\$3,056	\$3,195	\$3,338	\$3,467	\$3,599			

Effective July 1, 2007 -- 5.0% (increase above base salary in effect 6/30/07)

Effective July 1, 2008 -- 5.0% (increase above base salary in effect 6/30/08)