

CITY OF BELVEDERE

RESOLUTION NO. 2011-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELVEDERE
RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND
THE BELVEDERE PEACE OFFICERS ASSOCIATION
ESTABLISHING SALARIES AND BENEFITS FOR THOSE PERSONNEL
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012**

WHEREAS, the City Manager, representing the City, has met and conferred with the Belvedere Peace Officers Association and has in good faith negotiated a Memorandum of Understanding between the City and said employees (Attachment A).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvedere that the Memorandum of Understanding attached hereto as Attachment A is hereby ratified and the City Manager is authorized and directed to sign said memorandum on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the Belvedere City Council on June 13, 2011 by the following vote:

AYES: Thomas Cromwell, Sandra Donnell, and John C. Telischak, Mayor
NOES: None
ABSENT: Siavash Barmand and Gerald Butler
ABSTAIN: None

ATTACHMENT A TO RESOLUTION 2011-20
MEMORANDUM OF UNDERSTANDING

WHEREAS, the Belvedere Peace Officer's Association (BPOA) and the City of Belvedere (City) have met and conferred in good faith on wages and hours and terms and conditions of employment for the period beginning July 1, 2011 through June 30, 2012; and

WHEREAS, the representatives of the BPOA and the City Manager have represented the BPOA and the City respectively in the meet and confer process and have reached a tentative agreement, the tenants of which are embodied in this MOU; and

WHEREAS, the BPOA and the City wish to have said tentative agreement rendered in writing herein;

NOW, THEREFORE, THE PARTIES DO HEREBY SET FORTH THE TERMS AND CONDITIONS OF THEIR UNDERSTANDING AS FOLLOWS:

1. It is understood that unless otherwise stated, all adjustments will be effective July 1, 2011.
2. **Salaries**: The monthly salaries for the term of this Memorandum shall be as follows for the sworn peace officer positions:

Position	Step A	Step B	Step C	Step D	Step E
Police Sergeant	\$6,271	\$6,584	\$6,913	\$7,259	\$7,622
Police Officer	\$5,334	\$5,601	\$5,881	\$6,175	\$6,484

3. **Longevity Pay**: In addition to the base salaries for each position as found above, each employee shall be eligible for longevity pay based on the following table. Each employee shall become eligible for longevity pay at the below rates on the date following completion of each year of service to the City.

2+ years of service	1.0% above base salary
3+ years of service	1.5% above base salary
4+ years of service	2.0% above base salary
5+ years of service	2.5% above base salary
6+ years of service	3.0% above base salary
7+ years of service	3.5% above base salary
8+ years of service	4.0% above base salary
9+ years of service	4.5% above base salary
10+ years of service	5.0% above base salary

4. **Educational Incentive**: An additional 2.5% over the base salary each month shall be provided to any employee who has earned or receives an Associate Degree or achieves upper division standing at an accredited college or university or has been granted the

Intermediate POST Certificate. An employee who has received a Bachelors Degree from an accredited college or university or has been granted the Advanced POST Certificate shall be entitled to an additional 5% over base salary each month.

5. **Insurance Benefits:** The following benefits shall be provided to the employees covered by this Resolution in the following manner:
 - A. **Workers' Compensation Insurance** as required by law, premiums paid entirely by the City.
 - B. **Unemployment Insurance** as required by law, premiums paid entirely by the City.
 - C. **Health Insurance** shall be made available to each employee. The City will pay the full cost of health insurance for each employee and their dependents as defined under the Public Employees Medical and Hospital Care Act up to a maximum of \$1,374 per month. This amount shall be adjusted in January 2012 to accommodate any corresponding increase in the CalPERS rate. The City reserves the right to select the providers of the aforementioned insurance programs.
 - D. **Dental Insurance** shall be made available to each employee. The City will pay the full cost of dental insurance for each employee and their dependents.
 - E. **Life Insurance** shall be made available to each employee. The City will pay the full cost of life insurance to employees on the basis of 100% of the employee's annual salary up to a maximum of \$100,000.
 - F. **Long Term Disability Insurance** shall be made available to each employee, premiums paid entirely by the City.
 - G. **Medical Insurance Rebate** shall be provided whereby employees who are currently enrolled under a medical insurance program through a spouse or other source can exchange their City's insurance for a cash rebate. This rebate shall equal \$250 per month if one or more family members are or would be covered in the City's plan and \$175 per month if the employee is or would be covered as a single in the program. The employee must demonstrate to the City Manager's satisfaction that the employee has at a minimum, adequate health coverage in force at the point in time when the rebate is requested, and providing that the employee participates in the City's dental insurance program at the single subscriber level or greater so long as the City's dental insurance program requires mandatory participation. Continuation of the rebate shall be predicated on the maintenance of such adequate health coverage as determined by the City Manager. As in the past, the City reserves the right to select the providers of the aforementioned insurance programs.
6. **Participation in PORAC Trust:** The City agrees to allow members of the Belvedere Police Officer's Association (BPOA) to participate in the Peace Officers Research Association of California (PORAC) Medical Expense Reimbursement Trust. The City agrees to contribute \$150 monthly on behalf of each BPOA member.
7. **Uniform & Equipment Allowance:** A uniform allowance to be provided to employees covered by this MOU shall be \$60/month. An equipment allowance of \$200/year shall be provided to employee covered by this MOU. The City shall defray 100% of the cost of personal body armor (i.e., bullet-resistant vests) for those employees who elect to wear

such armor during the course of their employment. If an employee makes such an election and the City pays for the armor, he or she shall be required to wear said armor whenever he or she is engaged in active law enforcement duties or activities.

8. **Retirement**: The City shall continue as an employer under the provisions of the Public Employees' Retirement System of the State of California (PERS). The City shall continue to provide 1959 Survivor Benefits as a component of the retirement program. In addition to the employer's contribution to PERS, the City shall pay a maximum of 6% of the required employee contribution, minus the \$2.00 monthly employee fee for survivor benefits. The City continues to reserve the right to select the retirement plan provider.

The City shall provide a supplemental retirement system under the Public Agency Retirement Services (PARS) consistent with the contract retirement benefit of 3% at 55 with the Public Employees' Retirement System. Contributions for the PARS supplemental retirement system shall be paid by the City.

Prior to July 1, 2011 the City paid 100% of the employer portion and 8% of 9% of the employee portion of the CalPERS pension benefit. Payment of the employee portion represents compensation directly to the employee. Beginning July 1, 2011 the City desires to transfer the employee portion back to an employee responsibility. Because the benefit represents compensation, the City desires to transfer this responsibility back to the employee over a period of years until the full percentage is paid directly by the employee holding the employee compensation harmless. Therefore, beginning July 1, 2011, it is the City's intent to gradually increase the employee salary rate to compensate for the transferred employee pension cost with the goal of a full transfer by 2015.

9. **Sick Leave**: Sick leave shall accrue at the rate of 8 hours per month (12 days per year) and shall continue to accrue to a maximum of 1040 hours (130 days) regardless of years of service.

The City further agrees to continue to have employees credited with additional service time for pension computation purposes upon retirement on a day-for-day basis with the credit based on accrued sick leave, not to exceed 130 days.

In the event a member of the BPOA suffers a non-work related catastrophic injury or illness and has exhausted all of his or her accrued sick leave credits, the City shall permit other individual members of the Belvedere BPOA to contribute up to 50% of their accrued sick leave to the seriously injured or gravely ill BPOA member, provided however that any such individual's contribution shall not exceed 40 hours in any given calendar year.

10. **Attendance Recognition Program**: The City recognizes employees who demonstrate an outstanding attendance record over a prior calendar year. Under this program, employees are allowed to convert a portion of their unused sick leave to pay or compensatory time-off. In order to be eligible for this recognition, an employee must have been a regular full-time or part-time paid employee of the City for the full preceding calendar year; and must have used 48 or fewer hours of sick leave during the preceding calendar year.

Employees have the option of buying back specified unused sick leave or converting that same amount to compensatory time on a straight time basis.

- a. Recognition Levels

- i. Level 1: Employees who have not used any sick leave hours over the past year have the option to buy-back up to 40 hours of unused sick leave. The option to buy-back all 40 hours is subject to the requirement that the employee have a minimum balance prior to buyback of 80 hours of combined leave (vacation, sick, and floating leave). Those employees maintaining a combined account balance of more than 120 hours may buy-back up to 60 hours per year of sick leave.
- ii. Level 2: Employees who have used more than 0 but less than 24 sick leave hours over the past calendar year have the option to buy-back up to 24 hours of unused sick leave.
- iii. Level 3: Employees who have used more than 24 but less than 48 sick leave hours over the past calendar year have the option to buy-back up to 15 hours of unused sick leave.

Eligible employees will be provided with a letter in January from the Finance Department regarding the prior year's conversion options. Employees will be required to respond in writing to the Finance Department by the due date on the eligibility letter.

11. **Call Outs:** Employees who are called to work overtime on their regularly scheduled day off or during other off-duty hours shall be compensated for a minimum of four hours, except when the call-out occurs within the four hour period immediately preceding a scheduled duty shift, in which event the *employee* shall be compensated only for the hours worked. Overtime shall commence at the time the employee arrives at the place he/she is directed to report and shall continue until he/she is released or the scheduled duty shift begins. Call outs shall not apply to firing-range qualification duty except in the case of the *employee* regularly assigned to the 2300 to 0700 hour shift. The Belvedere Police Department Policy Manual includes the following provisions: "The term 'call-out' includes confirmed off-duty court appearances. A 'confirmed' court appearance is one whereby the *employee*, in accord with the District Attorney's policy, telephones the D.A.'s office prior to reporting at the appointed time in order to confirm the necessity of the appearance. The officer will so note the confirmation on his/her subpoena, and the subpoena will be attached to the Request for Overtime slip at the time of submission."
12. **Vacation Leave:** Vacation accrual rates shall be computed as follows:

Months of Service	Monthly Accrual Rate
0-12 months	6.67 hours
13-36 months	8.00 hours
37-120 months	10.00 hours
121-132 months	12.00 hours
132+ months	13.33 hours

The City shall count as years of service all full-time service a sworn peace officer has worked for the City.

11. **Hours of Work-Overtime:** The Belvedere Police Department will continue to work an alternative shift schedule. The alternative shift schedule shall consist of a total of 84 hours of work completed by each employee during each 14 consecutive calendar day period. The 84 hours of work may be completed by working a combination of four 12 hour and four 8 hour work shifts, or by working eight 10 hour work shifts during each 14 day period. For the purposes of the alternative shift schedule, the City elects to avail itself of the Federal Labor Standards Act public safety exception, (fourteen day work cycle). Overtime will be paid for those hours worked beyond an employee's assigned shift or for hours worked in excess of 84 hours during each 14 day work cycle. In computing whether an officer has worked overtime in any 14 day work cycle, vacation leave, sick leave, and compensatory time-off shall be included in the tabulation. Overtime compensation and compensatory time-off shall continue to be calculated at the time-and-a-half rate. Compensatory time shall be allowed to accrue to a maximum of 120 hours. The maximum of 120 hours of compensatory leave time may carry forward from year to year, provided the total accumulation never exceeds 100 hours. Once the employee has elected to be compensated in the form of compensatory leave instead of cash payment, he/she may not convert the leave time to pay.

Compensatory leave may be taken by the Police Officer, in increments he/she chooses, with prior permission from either the Sergeant or the Chief of Police. Police Officers shall request to be compensated either in cash or compensatory leave at the time the Overtime Request slip is submitted. Police Officers electing to be compensated in cash payment rather than in compensatory leave time will receive any accumulated overtime pay on their regular monthly paychecks.

12. **Deferred Compensation:** The City shall contribute up to \$150 per month on behalf of each employee into a City authorized deferred compensation program on a matching basis.
13. **Field Training Officer Incentive:** A Police Officer who undertakes the responsibility of a POST certified Field Training Officer shall be entitled to receive an additional 5 percent over base salary during the specific period that the police officer is engaged in conducting a field-training program. The Police Sergeant shall be entitled to an additional 3 percent over base salary during the specific period that the Police Sergeant is engaged in supervising a field-training program.
14. **Meals:** Whenever an employee is required to work 4 or more hours consecutive to his or her assigned shift, the City shall reimburse the officer for meal expenses up to a maximum of \$10.00 per occurrence upon submission of a proper receipt to the Chief.
15. **Holiday Pay:** All holiday pay earned by employees during the course of employment shall be paid annually in November each year in conjunction with the disbursement of the normal November payroll. Employees shall be paid holiday pay commensurate with the shift hours worked on the applicable holiday. In addition to payment for the eleven fixed holidays recognized by the City, employees shall be entitled to 24 hours of paid floating

personal leave days per year to be taken in accordance with established City personnel policies.

16. **Shift Differential Pay:** Police officers assigned to work the “Night Shift” (1900–0700 hours) shall be entitled to receive an additional 5% of base salary as shift differential pay. Police officers assigned to the “Cover Shift” shall be entitled to receive an additional 2.5% of base salary as shift differential regardless of hours worked; except if the cover officer is assigned to cover a “Night Shift” (1900-0700 hours). If the cover officer is assigned to work the “Night Shift” (1900-0700 hours) the rate will be paid at the night shift differential of 5%. Such shift differentials shall be paid only to police officers regularly assigned to work the above referenced shifts and shall not apply to officers working said shifts on an overtime basis, nor shall it apply to Police Sergeant or Trainee positions.
17. **Watch Commander Pay:** The Police Sergeant position shall be entitled to an additional 3% over base salary during the specific periods that the Police Sergeant is engaged as Watch Commander for the Police Department.
18. **Mileage Allowance:** All positions covered by this MOU shall be entitled to a monthly allowance of \$200 to offset travel/commute costs. Any position utilizing a City-issued vehicle shall not be entitled to the allowance.
19. **Mobile Phone Allowance:** All positions covered by this MOU shall be entitled to a monthly allowance of \$50 to offset personal mobile phone expenses when used for City business. Any position utilizing a City-issued mobile phone shall not be entitled to the allowance.
20. **Payroll Deduction for Dues:** The current method of payroll deduction for dues for the BPOA shall continue pursuant to Section 12.12 of the City of Belvedere Personnel Rules and Regulations.
21. **BPOA Use of City Resources:** The current practice of the BPOA using City resources for the purposes of representing the interests of the BPOA in relation to the City shall continue to be limited to the use of City paid time, facilities, and equipment in the furthering of employer-employee relations, and not for the purpose of internal employee organization business such as soliciting membership, campaigning for office, elections, and meetings of the membership, as long as such use does not interfere with the efficiency, safety and security of City operations.
22. **Bargaining Unit:** The provisions of Chapter 12 of the City Personnel Rules and Regulations notwithstanding, the bargaining unit represented by the BPOA shall include only sworn peace officers and no miscellaneous positions in the City.
23. **General Provisions:** Both parties understand that federal law, state law, City Ordinances, City of Belvedere Personnel Rules and Regulations, and written Police Department policy determine procedures and policy relating to the terms and conditions of employment, except as provided by this Memorandum of Understanding. Any and all prior provisions

applicable to the positions covered under this resolution which are contained in any but the aforementioned sources and in this Memorandum are hereby made null and void.

24. **Special Details:** It is understood that the official policy of the City regarding contract details as covered by City Council Resolution 77-12 is as follows:
- a. Unless the Chief of Police determines that a particular private function, party or activity constitutes a potential threat to the public peace and safety, the City will not contract to provide police personnel for security at a private function, party or activity.
 - b. Reserve or Explorer personnel would not be precluded from serving contract details through the City with approval of the Chief of Police.
25. **Duration:** Upon approval pursuant to Section 21 below, this Memorandum shall be effective July 1, 2011 and shall terminate June 30, 2012.
26. **Approval by Council:** This Memorandum shall be effective when signed by the President of the BPOA and the City Manager and ratified by the Belvedere City Council.
27. **Department Policy Manual:** The City agrees to have the BPOA review any prospective changes to the Department's policy manual before they are put into effect. Such review shall not diminish the City's right to impose changes to the manual whenever deemed appropriate by the City.
28. **Changes:** No changes or modifications shall be offered, urged or otherwise presented by the BPOA or the City during the term of this Memorandum.

**BELVEDERE PEACE OFFICERS
ASSOCIATION**

CITY OF BELVEDERE

By: _____

Officer Paul Sims
BPOA President

By: _____

George J. Rodericks
City Manager

Dated: _____

Dated: _____