

RESOLUTION NO. 21-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2021/22 - 2023/24 FOR ALL EMPLOYEES OF THE CITY OF RIPON POLICE OFFICER'S ASSOCIATION

WHEREAS, the City Council of the City of Ripon, having engaged in good faith negotiations with duly recognized bargaining units, is desirous of adopting a Memorandum of Understanding for all employees of the City of Ripon Police Officer's Association (RPOA) from July 1, 2021 to June 30, 2024, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ripon does hereby adopt that certain Memorandum of Understanding attached hereto as Exhibit "A" for the period July 1, 2021 through June 30, 2024, filed with the City Clerk of the City of Ripon this 13<sup>th</sup> day of July, 2021, as the current compensation plan for the City of Ripon for these employees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 13th day of July, 2021, by the following vote:

**RESULT:** ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]

**MOVER:** Leo Zuber, Council Member

**SECONDER:** Michael Restuccia, Council Member

**AYES:** de Graaf, Uecker, Restuccia, Zuber, Wheeler

THE CITY OF RIPON,  
A Municipal Corporation

By

  
DANIEL DE GRAAF, Mayor

ATTEST:

By:

  
LISA ROOS, City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2021 through June 30, 2024

BETWEEN THE CITY OF RIPON  
AND  
RIPON POLICE OFFICERS' ASSOCIATION

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Ripon (hereinafter, "City") and the bargaining representatives of the Ripon Police Officers Association (hereinafter, "Association") and shall apply to all employees of the City working in the classifications of Patrol Officer.

The adjustments to wages, hours and conditions of employment that are set forth in the Memorandum have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the bargaining representatives of the City and the bargaining representatives of the Association. The Association Negotiating Committee agrees to recommend to its members for their favorable consideration and vote, all of the salary and fringe benefit adjustments as set forth herein; and the bargaining representatives of the City agree to recommend to the City Council that all of the adjustments as set forth herein be adopted in full by the City Council in the same manner and procedure prescribed by law.

I. ARTICLE I – INTRODUCTORY CLAUSES

- A. This Agreement (Agreement) is entered into between the City and the Association. It is the intent and purpose of this Agreement to assure harmonious labor relations between the parties hereto, to provide an equitable and peaceful process of resolving differences which may arise, and to establish rates of pay, wages, hours of employment and other conditions of employment.
- B. The City Merit System Rules and Regulations, and/or policies of the Ripon Police Department, which are not in conflict with this Agreement, will remain in effect unless modified after applicable process.

II. ARTICLE II – RECOGNITION

- A. The City confirms its prior Council recognition of the Association as the exclusive bargaining representative for the classification of Patrol Officer.

III. ARTICLE III – ASSOCIATION SECURITY

- A. There shall be no discrimination, interference, restraint, or coercion by the City, or any City representative against any member because of Association membership.
- B. The City agrees there will be no aid, promotion or financing of any labor organizations which purport to represent the employees in this bargaining unit and that any such

activities on the part of the City or its agents is prohibited unless permitted under the Meyers Miliias Brown Act.

IV. ARTICLE IV – WORK RULES – EXISTING BENEFITS

- A. Unless specifically provided for in this MOU, nothing in this MOU should be deemed to have eliminated or superseded a benefit in an existing policy, rule or binding past practice.
- B. The terms and conditions of this Agreement shall control over ordinances and resolutions of the governing body of the City where there is a conflict with a provision of this Agreement.

V. ARTICLE V – ASSOCIATION BUSINESS AND MEETINGS

- A. The City will allow elected Association Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with at least thirty (30) days prior notice to the City, for up to one (1) hour per quarter, except in cases of emergency, where the staffing impact would not permit the Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel are required to monitor radio and respond in the event of an emergency.
- B. The City will allow Association Board Members and shop stewards adequate release time to represent members during internal affairs interviews and grievance meetings while on duty except in cases of emergency where the staffing impact would not permit the Police Department to operate safely. This provision applies to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.
- C. The City will allow Association Board members to utilize their accrued time off to attend Association training, and conferences of state/national law enforcement associations, under the same terms and conditions required for all other time-off requests.
- D. Employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be paid for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to create overtime for any Association member. This article is not subject to grievance.
- E. On January 1<sup>st</sup> of each year, the Association shall provide the City with a list of the elected Board members of the Association, and any members who are assigned as shop stewards. The Association may update this list as new members are appointed to the Board or to steward positions.

F. The City shall provide a location in the Department where a bulletin board may be placed at Association expense to post Association business documents. The City shall allow the use of the internal email system for notices of meetings. The City shall allow the use of any City facility that the public may use for the holding of Association meetings, with the same reservation and use requirements.

VI. ARTICLE VI – SALARIES

- A. Base Rate of Pay - Base rate of pay shall be defined as the base hourly rate of pay that an employee receives in the salary range.
- B. Regular Rate of Pay - Regular rate of pay shall be as defined by the Fair Labor Standards Act, i.e. as the employee's base hourly rate of pay, plus all incentive and specialty pays earned on a recurring basis and converted to an hourly rate.
- C. Employees who work their scheduled shift that begins the day before Christmas, will receive four (4) hours of vacation time paid.
- D. Employees completing the P.O.S.T. Intermediate and Advanced Certifications will receive 2 ½% additional salary for each certificate for a maximum of 5%.
- E. Field Training Officer's (F.T.O.'s) who are assigned a trainee shall receive F.T.O. premium pay in the amount of 5% of their base rate of pay for the entire pay period in which the duties are performed.
- F. Field Training Officer's (F.T.O.'s) who perform Officer in Charge (O.I.C) duties shall receive O.I.C. premium pay in the amount of 5% of their base rate of pay for the entire pay period in which the duties are performed when at least one of the following occurs:
  - a. A Field Training Officer (FTO) performs Officer in Charge (OIC) duties for a minimum of seven (7) hours in any pay period;
  - b. A Field Training Officer (FTO) performs Officer in Charge (OIC) duties for any length of time during three (3) shifts or more within any pay period.
- 1. If neither of the provisions above in Article VI Section F are met, Field Training Officer's (FTO's) who perform Officer in Charge (OIC) duties shall receive O.I.C. premium pay in the amount of 5% of their base rate of pay for each hour while the duties are being performed.
- 2. The maximum incentive pay a Field Training Officer (F.T.O.) shall receive while scheduled or assigned Officer in Charge (O.I.C) duties shall be 5%.
- G. Employees who are assigned to K-9 Officer duties shall receive incentive pay in the amount listed below:

<u>Specialty Assignments:</u>	<u>Amount per Pay Period <sup>a</sup></u>
K-9	The greater of either 3.5 hours a week at 1.5 times the California minimum wage rate or \$224 per pay period.

a. *The City and the RPOA estimate the time the K-9 officer spends in all aspects of care, feeding, exercise and maintenance of the canine is 3.5 hours per week. The pay rate for the performance of such work shall be at the rate of one and one half (1-1/2) times the California minimum wage in effect at that time. The parties agree that any time spent in excess of 3.5 hours per week is not authorized unless prior approval is granted by the officer's supervisor.*

- H. Employees that have completed an associate degree from an accredited college shall receive additional compensation in the amount of one- and one-half percent (1.5%). Employees that have completed a bachelor's degree from an accredited college shall receive additional compensation in the amount of three percent (3.0%) of their base rate of pay. The maximum educational incentive an employee shall receive is three percent (3.0%)
- I. Employees who have passed a bilingual proficiency examination shall receive additional compensation of \$100 per month. Qualifying languages are Spanish, American Sign Language, Punjabi, and any other language designated by the Police Chief as beneficial to the City.
- J. The current CalPERS Tier 1 or Tier 2 Patrol Officer salary shall be adjusted by the change in the employer's CalPERS rate from 2012/2013 to 2013/2014 (1.83% for Tier 1 and 0.717% for Tier 2) for the duration of this Memorandum of Understanding.
- K. Effective the pay period including July 1, 2021, the Patrol Officer Level 207.5 salary shall be increased to Level 217.5 (10.0%) for all employees of the City working in the classification of Patrol Officer.
- L. Effective the pay period including July 1, 2022, the Patrol Officer Level 217.5 shall be increased to 220.5 (3.0%) for all employees of the City working in the classification of Patrol Officer.
- M. Effective the pay period including July 1, 2023, the Patrol Officer Level 220.5 shall be increased to 223.5 (3.0%) for all employees of the City working in the classification of Patrol Officer.
- N. Beginning the pay period including July 1, 2021, all employees employed prior to July 1, 2021, working in the classification of Patrol Officer shall receive an off-schedule payment in the amount of \$100 per pay period for a total of 52 pay periods.

VII. ARTICLE VII – PERS CONTRIBUTIONS

- A. Employees defined as Classic Employees by CalPERS shall continue to pay 9% of the Public Employees Retirement System (PERS) contribution rate. Payments will be pre-taxed. The benefit to these members shall be 3% at 50.
- B. Employees defined as New Member by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) shall pay, through payroll deductions, fifty percent (50%) of the total normal cost, as determined by CalPERS. Payments will be pre-taxed. The benefit to these members shall be 2.7% at 57.
- C. Employees hired after May 15, 2012 that are represented by the Association shall be covered under a 3% at 55-retirement provision of CalPERS, or as defined by CalPERS shall pay, through payroll deductions, 100% of the required bargain unit member contribution, which is nine percent (9%). Payments will be pre-taxed.

#### VIII. ARTICLE VIII – SPECIAL COMPENSATION

- A. An Employee subpoenaed or ordered by the Court to appear outside the employee's scheduled hours of work for any legal proceeding as a result of the employee's employment with the City of Ripon shall be paid a minimum of four (4) hours of overtime. This minimum of four (4) hours overtime is for each morning or afternoon court appearance. Multiple subpoenas for the same morning or afternoon period will count as one appearance. If the court orders an employee to return through the lunch period or outside normal hours of work, these hours will be compensated as overtime if they fall outside the employee's scheduled work hours.
- B. If such Court appearance is cancelled and notification is given after 5:00 PM the workday immediately preceding the appearance, the employee shall be paid a minimum of two (2) hours of overtime. For Court appearance cancellations with notice before 5:00 PM the workday immediately preceding the appearance, the employee shall receive no additional compensation.
- C. If the Court appearance falls during the employee's scheduled hours of work, the employee shall receive overtime compensation for only those hours outside the employee's scheduled hours of work.
- D. Employees ordered to return after the court's lunch break will receive compensation during the break period.

#### IX. ARTICLE IX – WAGE SUPPLEMENTS

##### A. Health and Welfare Benefits:

- 1. The City shall select the medical, dental, vision, chiropractic, life, long term care, and long-term disability plans and make available to the employees.
  - a. The City shall continue the life insurance benefit of \$25,000 per employee.

2. The City agrees to reimburse employees for 100 percent of the Blue Shield Silver Plan healthcare deductible cost and Co-insurance cost after \$2,000 paid by the employee through December 31, 2021. In order to receive reimbursement, requests shall be submitted to the City no later than 12 months from the date of service as shown on the Explanation of Benefits.
3. Beginning July 1, 2021, the City agrees to pay 50 percent of the premium increase above the current maximum monthly contribution of \$1,850 for employees enrolled with Kaiser Permanente and \$1,650 for employees enrolled with Blue Shield. Actual amount shall be added by Sideletter when premium increases are known for years 2022, 2023, and 2024.

B. Uniform Allowance:

1. The uniform allowance for employees will be \$1,000 per year for the duration of this MOU. The uniform allowance will be covered through a voucher system with accounts set up with a uniform store that meets with the approval of the City Administrator, or to accept receipts for reimbursement.
2. Once an employee provides notice of resignation, the employee will no longer be eligible for reimbursement of purchases that occurred after the date of resignation notice.
3. Employees assigned to the investigation unit may use up to \$600 of their uniform allowance toward the purchase of suits for their job as investigators. This is a one-time purchase during their assignment as investigators.
4. Employees will be allowed to use up to 25% of their uniform allowance each year toward dry cleaning of their uniforms. This will be handled either through accounts set up by the City to be paid by the City, or to accept receipts from other dry cleaners for reimbursement.
5. The City accounting department will track purchases and dry cleaning use by each employee for each year. Any City approved uniforms and equipment required, other than those provided by the department, will be covered under the voucher system.

X. ARTICLE X – RULE REVISIONS

- A. Wireless mobile devices may be issued to employees as determined by the department. Response to mobile devices is non-mandatory during off-duty hours.
- B. The residency requirements for employees shall be 35-miles from Ripon City Hall. This may affect an employee's eligibility or availability for standby duty, at the discretion of the Chief of Police.

- C. All Merit System Rules and Regulations, as adopted by the City, shall remain in effect unless otherwise specified in this agreement.

XI. ARTICLE XI – HOURS, OVERTIME, AND ASSIGNMENTS

A. Overtime is defined as a City required act or time expenditure by an employee in excess of 160 hours for those employees working a 28-day Standard Work Period or in excess of an assigned shift. All paid leave shall be considered hours worked for the purpose of calculating overtime. Hours worked shall include, but not be limited to any and all regularly assigned hours, mandatory meetings, briefings, weapons qualifications, classes or courses, court appearances, travel, and special assignments when they are required. This does not prohibit the department from scheduling training schools and weapons qualifications as part of their regular work schedule. All employees are required to complete 2080 work hours during the year.

- 1. Maximum compensatory time-off balance for all employees shall be one hundred sixty (160.00) hours for those employees working the Standard Work Period.

XII. ARTICLE XII – VACATION

A. Maximum Accrual Rate:

- 1. Employees may temporarily accrue vacation up to three times their annual accrual rate for the duration of this MOU.
- 2. Should the employee fail to schedule vacation prior to accumulating an additional 5 days beyond the maximum balance allowable, the employee’s supervisor will immediately schedule vacation time for the employee, bringing their total vacation time to within the maximum. If the employee and supervisor fail to schedule vacation within these time frames, the employee will be paid for the excess vacation time.

Example:

Annual <u>Accrual</u>	Maximum <u>Accrual</u>	Scheduled by <u>Supervisor</u>	Excess <u>Time Paid</u>
10 days	30 days	30-35 days	35 + days
15 days	45 days	45-50 days	50 + days
20 days	60 days	60-65 days	65 + days

- B. Each year, during the month of January, employees shall submit to the Department their vacation requests for the entire year. At that time, vacation requests shall be granted on a seniority basis, subject to the needs of the Department. Once initial vacation requests have been scheduled, employees may request a change in their vacation schedules upon advance notice, subject to the availability of those dates, and



subject to the needs of the Department.

- C. Section 706 of the City Merit System Rules and Regulations regarding “Special Circumstance Request for Payout on Vacation Time” shall be eliminated and replaced with the following language:

Section 706 Annual Request for Payout on Vacation Time

*Employees have the option, on an annual basis payable once per year each November, to convert a maximum of 40 hours of unused vacation leave for payment. Employees shall be required to maintain a minimum of 80 hours of vacation to be eligible for Vacation Payout.*

XIII. ARTICLE XIII – HOLIDAYS

- A. The compensation in lieu of Holiday observance as defined in Section 513(B) of the City Merit System Rules and Regulations shall be revised for the duration of this MOU, as follows:

Patrol Officers and Patrol Supervisors

*Employees that are functioning in the patrol officer or patrol supervisor role shall be paid eight hours at the straight-time rate of pay or shall receive eight hours of compensatory time for the following holidays:*

- January 1: New Year's Day*
- Memorial Day*
- July 4: Independence Day*
- Labor Day*

*In addition, if an employee in the Police Department actually works on a listed holiday above, the employee will receive straight time pay for all hours worked.*

*The remainder of the of the listed holidays listed in Section 513(B) of the City Merit System Rules and Regulations (9 days or 72 hours) shall be given as vacation time in lieu of holidays. This vacation time shall accrue at 2.77 hours each pay period.*

Others

*All other members of the department, including School Resources Officers, Detectives, or employees not mandated to respond to Priority 1 calls for service, shall be paid eight hours at the straight-time rate of pay or shall receive eight hours of compensatory time for the following holidays if required to work due to staff shortages or assigned by the Chief of Police:*

- January 1: New Year's Day*
- Memorial Day*
- July 4: Independence Day*
- Labor Day*

*In instances where non-Priority 1 call responders, as listed in the above paragraph, are not required or assigned to work by the Chief of Police the non-Priority call*

*responder must utilize their accrued holiday time as time off on the four above dates. If an employee in the Police Department actually works on a listed holiday above, the employee will receive straight time pay for all hours worked.*

*The remainder of the of the listed holidays listed in Section 513(B) of the City Merit System Rules and Regulations (9 days or 72 hours) shall be given as vacation time in lieu of holidays. This vacation time shall accrue at 2.77 hours each pay period.*

#### XIV. ARTICLE XIV – LEAVE

- A. The option to convert up to six days per year of sick leave for payment as defined in Section 609.1 of the City Merit System Rules and Regulations shall be reinstated for the duration of this MOU.
- B. Voluntary furlough program is eliminated.
- C. The City will provide a voluntary catastrophic leave program that gives employees the opportunity to assist a fellow employee who has or will exhaust paid leave due to a catastrophic or serious illness, injury or other medical condition of the employee or his/her family member.
  1. Employee Receiving Donated Leave (Recipient) - An employee is eligible to receive donated leave under the following conditions:
    - Employee is a regular full-time employee who has completed the probation period in accordance with the City of Ripon Merit System.
    - Employee or a family member is experiencing a catastrophic or serious illness, injury or other medical condition that is not work related which prevents them from being able to work for at least 7 days.
    - A family member for this program is defined as spouse, registered domestic partner, or another dependent as defined in the Internal Revenue Code (26 U.S.C. sec. 152 as amended from time to time)
    - A catastrophic or serious illness, injury or other medical condition, for this program, is defined as an acute or prolonged illness, injury, or other medical condition resulting in the employee's inability to work, either due to his/her own injury illness or medical condition, or that of a family member, requiring that the employee take time off work to care for the seriously ill or injured family member.
    - Employee has exhausted all of his/her paid leave balances or will do so before the return-to-work date and is not receiving Workers' Comp or any disability payments. However, if an employee is denied a workers' comp claim or is no longer receiving disability payments, they can then request Catastrophic Leave.
    - Employee has provided documentation of a medical diagnosis from a qualified health provider.

- Employee must complete an employee request for catastrophic leave donation form requesting the number of hours they deem will be needed.
  - Total credits received by the employee shall not exceed the amount of time the employee is required to be absent from work because of the catastrophic or serious illness, injury or other medical condition.
2. Employee Donating Leave (Donor) - Employees are eligible to donate paid leave (Vacation, Sick & Comp Time) under the following conditions:
- Employee is a regular full-time employee who has completed the probation period in accordance with the City of Ripon Merit System.
  - Donations must be made in 1-hour increments and may not exceed 32 hours. Donated leave shall be converted on an hour-to-hour basis.
  - Donor's accrued leave may not be reduced to less than 80 sick and/or vacation hours after the donation is made.
  - Once the leave is donated and posted to the Recipient, the Donor irrevocably loses all rights and privileges to the leave hours donated.
  - Donated leave will be viewed as used and may affect the donor's ability to receive a payment for sick leave per section 609.1 of the Merit System or payout of vacation time per section 706 of the Merit System.
  - Employees cannot donate any time once the employee has provided a notice of resignation.
  - Hours are donated on a first received basis until the amount requested by the recipient is met.

XV. ARTICLE XV – EXTENSION OF PROBATION

- A. Employees shall only have their eighteen (18) month probationary period extended due to a time period of absence (light duty, etc.) of longer than thirty (30) days during their probation during which they were not performing the regular duties of their position, and for the same length of time as they were not performing the regular duties of their position.

XVI. ARTICLE XVI – DURATION

- A. The effective date of the new terms of this Memorandum of Understanding shall be upon contract date and after ratification by both parties unless otherwise specified.
- B. The term of this Memorandum of Understanding shall be three years, from July 1, 2021 through June 30, 2024.

XVII. ARTICLE XVII – SIGNATORIES


Signatories to the Memorandum of Understanding between the City and the Association for the period July 1, 2021 through June 30, 2024.

FOR RIPON POLICE OFFICERS' ASSOCIATION

  
\_\_\_\_\_  
Paul Rourick, POA President

Date: 07-12-21

FOR THE CITY OF RIPON

  
\_\_\_\_\_  
Kevin Werner, City Administrator

Date: 7/20/21

FOR RIPON POLICE OFFICERS' ASSOCIATION

\_\_\_\_\_  
John Coburn, Chief Negotiator

Date: \_\_\_\_\_

**XVII. ARTICLE XVII – SIGNATORIES**

Signatories to the Memorandum of Understanding between the City and the Association for the period July 1, 2021 through June 30, 2024.

**FOR RIPON POLICE OFFICERS’  
ASSOCIATION**

  
\_\_\_\_\_  
Paul Rourick, POA President

Date: 07-12-21

**FOR THE CITY OF RIPON**

\_\_\_\_\_  
Kevin Werner, City Administrator

Date: \_\_\_\_\_

**FOR RIPON POLICE OFFICERS’  
ASSOCIATION**

  
\_\_\_\_\_  
John Coburn, Chief Negotiator

Date: 07-13-2021