

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WOODLAND

AND THE

WOODLAND POLICE MID-MANAGEMENT

UNIT

July 1, 2024 to June 30, 2026

MEMORANDUM OF UNDERSTANDING
CONCERNING POLICE MID-MANAGEMENT UNIT EMPLOYEES OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Mid-Management employees by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Mid-Management Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland.

DATED: 7-2-24


Deputy Chief Dallas Hyde

Police Mid-Management Employees


Ken Hiatt
Representative of the
City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 18th of June 2024.

RESOLUTION NO. 8327
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CERTAIN TERMS AND CONDITIONS FOR
POLICE MID-MANAGEMENT EMPLOYEES

TABLE OF CONTENTS

ARTICLE I GENERAL PROVISIONS	5
1.0 Application.....	5
1.1 Term.....	5
ARTICLE II COMPENSATION	5
2.1 Salary	5
2.2 Uniform Allowance	5
2.3 Longevity Pay.....	5
2.4 Out of Class Work	6
2.5 Professional Growth Incentive	6
2.6 Bilingual Pay.....	6
2.7 Certificate Pay.....	6
ARTICLE III - PERS RETIREMENT	7
3.1 PERS Retirement.....	7
3.2 Tier-1 Police Safety Members.....	7
3.3 Tier-2 Police Safety Members.....	8
3.4 Tier-3 Police Safety PEPRA Members	8
ARTICLE VI.....	8
4.1 Medical Insurance	8
4.2 Medical Insurance Upon Retirement	10
4.3 Life Insurance.....	12

4.4	Dental Insurance.....	12
4.5	Long Term Disability Insurance.....	12
4.6	Vision/Optical Insurance.....	13
4.7	Flexible Spending Account.....	13
4.8	Use of Tobacco Products	13
ARTICLE V LEAVES.....		13
5.1	Vacation Leave.....	13
5.2	Holidays	14
5.3	Administrative Leave	14
5.4	Sick Leave.....	15
5.6	Catastrophic Illness or Injury	15
ARTICLE VI WORKING CONDITIONS.....		15
6.1	Work Hours.....	15
6.2	Probationary Period	16
6.3	Re-Opener Clause	16
ARTICLE VII.....		17
7.1	Other Compensable Items Not Set Forth Herein	17
Exhibit A - Salary Schedule		19

ARTICLE I GENERAL PROVISIONS

1.0 Application

This Resolution applies to the employees employed by the City of Woodland in the following classifications:

Deputy Chief
Police Lieutenant

1.1 Term

The term of this agreement is July 1, 2024 to June 30, 2026

ARTICLE II COMPENSATION

2.1 Salary

2.1 .1 During the term of this agreement, represented employees shall receive the following adjustments to salary:

- Effective July 1, 2024 2.00%
- Effective July 1, 2025 1.00%
- Effective January 1, 2026 2.00%

2.2 Uniform Allowance

2.2.1 Bi-Annual Payments. Employees covered by this Resolution required by the Police Chief to wear a uniform shall receive Nine Hundred (\$900) Dollars annually. Payments will be made on a bimonthly basis.

2.2.2 Body Armor. The City will replace soft body armor within six (6) months of the expiration of the manufacturer's warranty.

2.3 Longevity Pay

2.3.1 Longevity Pay shall be earned as follows:

- a. Employees with twelve (12) years completed service will receive an additional two- and one-half percent (2.5%) of base pay as a retention incentive; and

- b. Employees with seventeen (17) years completed service will receive an additional five (5%) percent of base pay as a retention incentive; and
- c. Increases are not cumulative.

2.4 Out of Class Work

2.4.1 Assignment to perform work of a higher-level classification: Employees assigned by their supervisors to perform the essential duties of a higher-level classification shall receive an additional five percent (5%) of base pay as out of class compensation. Payment shall continue for the term of the assignment to the higher-level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.4.2 Assignment as Acting Department Head: In the case of assignment as an acting department head, the compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher-level classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.4.3 Assignment of duties beyond the scope of employee's classification: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay.

2.5 Professional Growth Incentive

2.5.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), and attainment of academic degrees. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$800.00.

2.6 Bilingual Pay

2.6.1 Employees covered by this resolution shall be eligible for the City's Bilingual Policy. Employees meeting the policy's designation criteria shall receive additional compensation above their regular salary at a rate of \$200 per month, paid biweekly, per the City's bilingual policy (City Policy 16-302).

2.7 Certificate Pay

2.7.1 Employees shall receive an additional five (5%) percent of base pay for holding a POST Supervisory Certificate.

2.7.2 Employees shall receive an additional four percent (4%) percent of base pay for holding a POST Management Certificate.

2.7.3 For up to two (2) years after promotion to Lieutenant, employees shall continue to receive an additional four (4%) percent of base pay for holding a POST Advanced Certificate. Additional pay for holding a POST Advanced Certificate shall terminate upon receipt of the POST Management Certificate or two (2) years, whichever comes first.

2.7.4 Employees shall receive an additional two and a half (2.5%) percent of base pay for holding a Master's Degree, for having completed POST Command College, or for having completed the Federal Bureau of Investigation (FBI) National Academy. Maximum of 2.5% can be earned under this section.

2.7.5 Total Certificate Pay shall not exceed eleven- and one-half percent (11.5%) of base pay.

ARTICLE III - PERS RETIREMENT

3.1 PERS Retirement

3.1.1 The City will continue its participation in the Public Employee's Retirement System (CALPERS).

3.2 Tier-1 Police Safety Members.

3.2.1 Police Safety Members hired on or before June 1, 2012, shall receive the 3% @ 50 formula. highest twelve (12) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option and Military Service Credit as Public Service.

3.2.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

3.3 Tier-2 Police Safety Members.

3.3.1 Police Safety Members hired after June 1, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

3.3.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

3.4 Tier-3 Police Safety PEPRA Members

3.4.1 New Police Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 formula, thirty-six (36) months for final compensation determination the Fourth Level of the 1959 Survivor's Benefit Unused Sick Leave Credit option and Military Service as Public Service..

3.4.2 These Police Safety Members will pay half the total normal cost as determined annually CalPERS on a pre-tax basis.

ARTICLE VI MEDICAL AND RELATED BENEFITS

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS. The city has the right to explore other options outside of CalPERS for Health Insurance. The Association reserves the right to meet and confer over any options.

4.1.2 For Employees hired before July 1, 2006, the City provides a two-tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or another medical insurance program may decline to accept medical coverage. These employees shall be eligible for a payment equal to \$405 per month, paid biweekly.

For Employees hired on or after July 1, 2006, the City provides a three-tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

Employees hired after July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment equal to \$405 per month, paid biweekly.

The City shall contribute up to the following monthly amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective Date	Employee Only	Employee plus One	Family
January 1, 2025	\$1,005.96	\$2,112.48	\$2,615.46
January 1, 2026	\$1,036.14	\$2,175.85	\$2,693.92

4.1.3 Effective January 1, 2022 through December 31, 2022, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 2	Note 3	Note 4
Employee plus one	Note 2	Note 3	Note 4
Employee plus family	Note 2	Note 3	Note 4

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the “Employee only” tier shall receive medical insurance coverage and cafeteria plan benefit equal to the “Employee plus one” tier.

Note 2: The Medical Benefit will be equal to the minimum established annually by the CalPERS Board (currently \$157 from the January 2024 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 4: The Total Benefits amounts are identified in paragraph 4.1.2 above.

4.2 Medical Insurance Upon Retirement

4.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long-Term Disability Insurance is not provided to retirees.

4.2.2 For employees who were hired before July 1, 2006, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

4.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the

premiums for any continued insurance coverage until the application for benefits is approved;

4.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.2.1 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1 .4 above; however, provisions of paragraphs 4.12.1 and 4.12.2 do not apply to retired employees;

4.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

4.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

4.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and

4.2.2.5 Dental, Vision and Long-Term Disability Benefits will not be offered or provided to retirees.

4.2.3 Employees who were hired on or after July 1, 2006, will receive medical insurance benefits in retirement as follows:

4.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.3 above.

4.2.3.2 Retirement Health Savings Plan. The City of Woodland established a program in which employees participate to save, on a tax-deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

4.2.3.3 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

4.2.3.4 Contributions: The City shall contribute one hundred dollars (\$100) per month to the employee's RHSP account the employee shall contribute fifty dollars (\$50) per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of one hundred dollars (\$100) per month for each month served in the employee's initial probation.

4.2.3.5 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

4.2.3.6 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to five (5) hours per month (versus ten hours) with the value of five (5) hours of salary being contributed to the employee's RHSP account.

4.3 Life Insurance

4.3.1 Active Employees: The City shall continue to provide life insurance coverage in the amount of Fifty Thousand Dollars (\$50,000).

4.3.2 Retirees shall be eligible for continued life insurance coverage subject to the following terms and conditions:

4.3.2.1 Employees 50 years old or older who "retire" from City Service but postpone application to receive PERS retirement benefits must pay the premiums for any continued life insurance coverage until the application for benefits is approved;

4.3.2.2 The City shall pay the premiums for eligible retired employees who have maintained the applicable life insurance coverage and whose application for PERS retirement benefits has been approved.

4.3.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.\

4.4 Dental Insurance

4.4.1 City shall continue to provide employees identified in Section 1.0 of this Resolution and, at the employee's request, any eligible dependents, coverage in the City's dental insurance plan provided to other employees. This benefit shall be paid by the City except where the plan requires the employee to pay a deductible or copayment.

4.5 Long Term Disability Insurance

4.5.1 All represented members will have \$68.57 added to their monthly salary payment.

4.5.2 The City provides a monthly disbursement to the Police Mid-Management Association of \$68.57 per member deducted from each employee's net pay (or such other amount as determined by the Association).

4.5.3 Police Mid-Management assumes responsibility of making long-term disability payments and any other related benefits from the City provided payment.

4.5.4 The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the designated amount. Police Mid-Management shall hold harmless and indemnify the City for any liability as a result of implementation of long-term disability insurance program.

4.6 Vision/Optical Insurance

4.6.1 The City shall provide employees covered by this Resolution with vision insurance.

4.7 Flexible Spending Account

4.7.1 The City agrees to establish a provision allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

4.8 Use of Tobacco Products

4.8.1 Employees hired after July 1, 2006 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE V LEAVES

5.1 Vacation Leave

5.1 .1 The vacation leave earning rate shall be as follows:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	6.7 hours (10 days/year)
4 to 5 years	8.7 hours (13 days/year)

6 to 10 years	10 hours (15 days/year)
11 to 15 years	12 hours (18 days/year)
16 years and over	14 hours (21 days/year)

5.1.2 Employees with less than ten (10) years of service may carry over a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years of service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year.

5.1.3 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for eighty (80) hours of the accrued time, provided that the employee is taking at least one (1) consecutive week vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than eighty (80) hours of vacation per fiscal year.

5.1.4 The City has amended the Retiree Health Savings Plan to allow the Woodland Police Mid-Management Unit employees to convert up to 40 hours of vacation on November 30th of each year to a cash contribution into a in an employee's RHSP Account. Eligible employees are employees who have at least 392 hours of accrued vacation on November 30 and have cashed out the maximum of hours allowed per the MOU.

5.2 Holidays

5.2. Each employee shall receive an additional 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave are subject to the same rules and regulations pertaining to vacation leave.

5.3 Administrative Leave

5.3.1 Represented employees in the classifications in Section 1.0 above will receive sixty-four (64) hours of administrative leave. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City.

5.3.2 Unused administrative leave may not be carried over past June 30 each year.

5.3.3 Employee may, at his/her request, have up to sixty-four (64) unused hours of the administrative leave bank paid directly to him/her at their hourly rate of pay in effect at the time of the request.

5.3.4 In the Memorandum of Understanding that expired on June 30, 2006, ninety-six (96) hours of administrative leave was provided to each represented employee; however, effective with the start of the MOU that commenced on

July 1, 2007, forty (40) of the ninety-six (96) hours were removed from Administrative Leave and the value added to base salary.

5.3.5 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Administrative leave.

5.4 Sick Leave

5.4.1 Sick Leave Accumulation

Employees earn and accumulate sick leave at the rate of ten (10) hours per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

5.5 Use of Sick Leave

5.5.1 An employee eligible for sick leave is granted such leave for the following reasons:

Non-service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.

Medical, dental office or hospital visits for examination, diagnosis, or treatment.

Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

5.6 Catastrophic Illness or Injury

5.6.1 Represented employees may donate portions of their vacation or administrative leave accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donation of time from other employees must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE VI WORKING CONDITIONS

6.1 Work Hours

6.1.1 Work hours for represented employees shall be those agreed to between the employee and the Police Chief,

6.2 Probationary Period

6.2.1 The probationary period for employees hired or promoted into positions covered by this Resolution shall be one (1) year.

6.3 Re-Opener Clause

6.3.1 Should any other represented Woodland Police Department employee group or association, under successor agreements to those MOU's or agreements accept fewer economic concessions and/or receive new and better economic provisions than those provided to the WPMMA under this agreement, WPMMA shall have the right to reopen this MOU to discuss possibly receiving the equivalent economic benefit(s) provided to the other Woodland Police Department employee group or association on a prospective basis. The determination of fewer economic concessions or better economic provisions shall be measured on total contract compensation, and not based on any one specific contract provision.

ARTICLE VII

7.1 Other Compensable Items Not Set Forth Herein

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

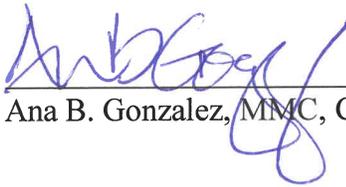
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 18th day of June 2024, by the following vote:

AYES: Members Fernandez, Lansburgh, Stallard, Vega and Mayor Garcia-Cadena
NOES: None
ABSENT: None
ABSTAIN: None



Tania Garcia-Cadena, Mayor

ATTEST:



Ana B. Gonzalez, MMC, City Clerk

Exhibit A - Salary Schedule

Woodland Police Mid-Management Employees
July 1, 2024

For Future Schedules please see the City of Woodland Published Salary Schedule.

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Deputy Police Chief	\$12,147.51	\$12,754.90	\$13,392.64	\$14,062.29	\$14,765.39	\$15,503.67	\$16,278.85	\$17,092.80
Police Lieutenant	\$11,052.29	\$11,604.91	\$12,185.15	\$12,794.42	\$13,434.15	\$14,105.86	\$14,811.15	\$15,551.71