

**CITY OF SAND CITY**  
**RESOLUTION SC 20-31, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE SAND CITY  
POLICE OFFICERS' ASSOCIATION AND AUTHORIZING APPROPRIATION OF FUNDS**

**WHEREAS**, the City of Sand City and the Sand City Police Officers' Association (POA) have met and conferred in good faith in accordance with California Government Code Section 3500, et seq. (the Meyers-Milias-Brown Act); and

**WHEREAS**, the meetings have resulted in negotiated terms for a three-year extension of the Memorandum of Understanding for the period July 1, 2019 through June 30, 2022, attached hereto as Exhibit A; and

**WHEREAS**, the City has determined this action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378. In addition, this matter does not cause a direct or reasonably foreseeable indirect physical change on the environment. (CEQA guidelines 15061).

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Sand City that it hereby:

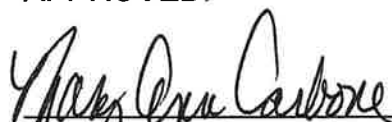
1. Adopts the amended Memorandum of Understanding with the POA, attached as Exhibit A, and the City Manager is hereby authorized to sign and agree to it.
2. Authorizes the City Manager to make the following budget appropriations and allocate across various funds as appropriate:

FY 2019/20 \$44,700 to public safety in the general fund.  
FY 2020/21 \$97,839.83 to public safety in the general fund.

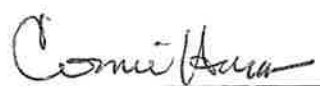
**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 19<sup>th</sup> day of May 2020, by the following vote:

AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer  
NOES: None  
ABSENT: None  
ABSTAIN: None

APPROVED:

  
\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

  
\_\_\_\_\_  
Connie Horca, Acting City Clerk

**Memorandum of Understanding  
Between  
The City of Sand City  
And  
The Sand City Police Officer Association  
July 1, 2019 through June 30, 2022**

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sand City (hereinafter "City") and representatives of the Police Officer Association (hereinafter "POA"). The City and POA recognize all members of the Sand City Police Department in the rank of Police Officer, Police Sergeant and Commander herein referred to as "employee(s)," are governed by this MOU.

Parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as required by the Meyers-Milias-Brown Act (Government Code sections 3500-3510) and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein. In the event of a conflict between this MOU and the Personnel Manual the language of the MOU shall govern.

The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Sand City for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

The Police Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Police Officer, Police Sergeant, and Police Commander.

1. **Term:** July 1, 2019 through June 30, 2022

2. **Full Understanding, Modification, Waiver**

2.1. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or terminated in their entirety.

2.2. It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, until a reasonable period prior to June 30, 2022.

2.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved by the City Council and, if required, ratified by the membership of the Association.

2.4. The waiver of any breach, of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

2.5. **Emergency.** Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. Emergency shall mean the actual threatened existence and conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war. However, the City shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

### 3. **Severability of Provisions**

3.1. In the event that a provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.

### 4. **Non-Discrimination**

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law. This section, and MOU, are subject to all current and future state and federal laws and regulations.

4.1. Complaints asserting violation of Article 4 of this MOU may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 4.2.

4.2. The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the POA or because of any authorized activity on behalf of the POA, or because of the exercise of rights under this MOU.

### 5. **Americans with Disabilities Act (ADA)**

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to

make accommodations that are contrary to the language or intent of existing provisions of this MOU.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

## **6. Wages**

6.1. Effective in the first full pay period of July 2019, employees shall receive a three percent (3.0%) salary increase.

6.2. Effective in the first full pay period of July 2020 a 6.8% salary increase will be provided to bargaining unit members.

6.3. Effective in the first full pay period of July 2021 a 4.4% percent salary increase will be provided to bargaining unit members.

## **7. Longevity Pay**

7.1. Bargaining unit employees who have worked for the City, or in a sworn police officer position in another California City for at least seven (7) consecutive years shall receive a 5% longevity increase.

7.2 Bargaining unit employees who have worked for the City or in a sworn police officer position in another California City for at least ten (10) consecutive years shall receive a 5% longevity increase.

## **8. Peace Officer Standard Training (POST) Certificate Pay**

8.1. Peace Officer Standard Training (POST) Certificate Pay Shall be paid to bargaining unit members who obtain Peace Officer Standard Training (POST) certification as follows:

- For those employees who have earned an Intermediate POST certification: 2.5% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Intermediate POST certification shall be increased by one percent (1%) for a total of 3.5% over base salary.

- For those employees who have earned an Advanced POST certification. 5.0% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Advanced POST certification shall be increased by one percent (1%) for a total of 6.0% over base salary.

POST certificate pay does not stack. Effective upon ratification and approval of this Agreement POA bargaining unit employees are no longer eligible for educational benefits under Personnel Manual section 15.5.

#### **9. Field Training Officer (FTO)**

An Officer designated as an FTO shall receive five percent (5.0%) premium pay over base salary for each shift the Officer is assigned to train a new Officer.

#### **10. Bilingual Pay**

Bilingual Pay is as addressed in the Sand City Personnel Manual, Section 5.15 (b).

#### **11. Court / Callback Time**

Court / Callback Time is as addressed in the Sand City Personnel Manual, Section 5.15 (c)

#### **12. Uniforms and Uniform Allowance**

Uniforms and Uniform Allowance provisions are as addressed in the Sand City Personnel Manual, Section 5.16.

#### **13. Work Schedules, Overtime and Shift Differential**

##### **13.1.1 4-11 Schedule**

The current 4-11 work schedule shall be continued at the discretion of the Police Chief and the City Manager. Bargaining unit employees who work the 4-11 schedule work four consecutive eleven hour days immediately followed by a consecutive four days off. Pursuant to 29 USC section 207(k) of the Fair Labor Standards Act, for purposes of FLSA overtime, the work period is eight days in length with a statutory overtime threshold of 49 hours in a eight day work period. |

##### **13.1.2 Overtime Pay**

a. The current overtime language in the Personnel Manual remains in effect through June 30, 2020.

b. Effective July 1, 2020, the overtime language in the Personnel Manual shall no longer apply to the POA and this MOU shall govern. Beginning July 1, 2020 overtime at time and a half shall be payable any time a regular, full-time, Police Officer working the 4-11 schedule works in excess of his or her work schedule during the work period.

#### 13.1.3 Compensatory Time Off

Members are permitted to accumulate compensatory time off in lieu of cash overtime at a rate of time and a half (1.5). No member may accumulate in excess of 480 hours of compensatory time off. Comp time shall be accumulated and approved in accordance with Departmental procedures. Employees who are at the comp time accrual cap shall be paid in cash for all overtime.

Effective July 1, 2020 the Comp Time Cap will be reduced to 300 hours. Bargaining unit employees above the cap shall be required to be under the cap no later than the last day of this contract term.

#### 13.1.4 Shift Differential

For employees working the midnight shift (Shift 1) for at least 30 consecutive calendar days or more in a calendar year, that employee will receive a 5.0% premium pay over base salary.

### 14. **Public Employees Retirement System (PERS):**

Retirement benefits are referenced in Sand City Personnel Manual, Section 5.17. Below provides a description of the benefit for both "Classic" and "New" employee.

14.1. For "Classic Employees" as defined by PERS, hired by Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 3% at 55 Formula, highest single year.

- **Contribution:** Currently, the City shall contribute all of the employee and employer contribution.

14.2. For "Classic Employees" as defined by PERS, hired by a PERS agency other than Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2% at 50 Formula, highest single year.

14.2.1 **Contribution:** Currently, the City shall contribute all of the employee and employer contribution.

14.2.2 Effective as soon as administratively feasible on or after July 1, 2020, "classic employees" shall contribute six percent (6%) towards the employee share of the retirement contribution to CalPERS.

14.2.3 Effective as soon as administratively feasible on or after July 1 2021, "classic employees" shall contribute nine percent (9%) towards the employee share of the retirement contribution to CalPERS.

14.3. For "PEPRA Employees" as defined by PERS, hired on or after January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2.7% at 57 Formula, highest three years.

- Contribution: The City shall contribute the employer contribution, and the employee shall contribute the employee contribution.

## 15. Deferred Compensation

The City will match 50% of an employee's contribution (not to exceed \$100 per month by City) to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. Specifically, if an employee contributes \$200 per month, the City will provide \$100 per month, for a total of \$300 per month. If an employee contributed \$300 per month, the City will contribute \$100 per month, for a total of \$400 per month. The combined contribution between the City's and employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

## 16. Retiree Medical

The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ("PEMHCA")), for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute "annuitants" as defined by PEMHCA.

- (a) City shall pay the employer required statutory minimum contribution for eligible employees and annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA.
- (b) In addition to the PEMHCA contribution set forth above, and consistent with the City Resolutions referenced in sections 16.1, 16.2 and 16.3 below additional benefits are provided to active employees hired prior to November 6, 2018 through the City's Internal Revenue Code Section 125 cafeteria plan.

Please note that the following three resolutions provide overall framework to the program:

16.1. The City has updated this program through resolution 18-110.

16.2. Per Sand City resolution 07-99, the City formalized its Retiree Medical program noted under benefits: "Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City."

16.3. Per Sand City resolution 14-25, the City further clarified its Retiree Medical program with the following language:

"The employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of he/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

- Current Employees-100% Self / 50% Dependents Basic/Supplemental, not to exceed 100% Self / 50% Dependents / Northern Region Basic / Supplemental
- Optional Members-100% Self Basic/Supplemental, not to exceed 100% Self Other Northern Region Basic / Supplemental"
- **Effective February 19, 2019, in order to align with Section 17.1 herein, the noted percentages shall be replaced with the following flat dollar amounts:**
  - **Family      \$1582.65**
  - **2-Party     \$1582.65**
  - **Single       \$1055.10**

16.3 Employees hired on or after November 6, 2018:

a. Employees hired on or after November 6, 2018 into a classification represented by the Sand City Police Officer Association (current classifications represented are Police Officer, Police Sergeant, and Police Commander), will **not** be eligible for the Sand City retiree medical benefit above the PEMCHA minimum as specified in section 16(a) above, except for the following:

Lateral Police Officers hired by Sand City into a position represented by the Sand City Police Officer Association prior to October 1, 2023. Lateral Police Officers shall be defined as those who are currently employed as a sworn Peace Officer in a California city, county, state or public agency, who possess a California Basic POST certificate at the time of completing the employment application, and who have passed their current agency's probationary period.

b. All employees hired prior to November 6, 2018 shall be eligible for the retiree medical benefit.

## 17. Insurance Coverages

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, the City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans



or coverage is necessary, the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

### 17.1. Major Medical

The City and POA agree to continue in the Public Employees Medical and Hospital Care Act (PEMHCA).

- The City shall pay the employer required statutory minimum contribution for employees enrolled in the PERS (PERS-PORAC) health plans as required by the Public Employee Medical and Hospital Care Act (PEMHCA).
- The City will contribute the following amounts to be used to purchase group medical benefits for the employee and or dependents through an approved PERS Health Plan Program. Any unused portions “cash back” are paid as taxable income for employees hired before ratification and approval of this Agreement. Employees hired on or after ratification and approval of this Agreement are not eligible for cash back.

•	Family	\$1582.65
•	2-Party	\$1582.65
•	Single	\$1055.10

17.2 Cash in Lieu: Employees who opt out of the City's medical plan and provide proof of alternate group medical insurance, will be entitled to the cash in lieu as provided below. To qualify, employees must provide proof of group coverage annually. Alternative must be acceptable by the City and compliant with the Affordable Care Act.

- No Coverage/Waiving Coverage for employees hired on or after ratification and approval: Cash in lieu shall be \$500 per month for all bargaining unit employees hired on or after ratification and approval of the new Agreement. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System.
- No Coverage/Waiving Coverage for employees hired before the date of ratification and approval (Grandfathered Group): Cash in lieu amounts shall remain as provided in section 17.1 above. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. In the event that an employee in this group becomes covered under the City health insurance plan on or after the date of ratification and approval, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to \$500 per month.

### 17.3 Dental / Orthodontia

The City shall pay the full cost for full time employees and family dental insurance administered by a third-party administrator up to the annual maximums described in the plan description.

17.4 Vision Care

The City provides vision coverage for full time employees and eligible dependents. Specifics of coverage are available in the plan description.

17.5. Life Insurance

The City will provide a \$50,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each full-time employee covered by this MOU.

17.6. Long Term Disability

The City shall provide Long Term Disability Coverage to regular salaried employees working 30 or more hours per week. Coverage shall commence after 90 days of disability, and provide up to 60% of salary for up to two years. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans or coverage is necessary, the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

18. **No Smoking Policy**

Pursuant to State law, smoking of tobacco products is prohibited in all enclosed City facilities including, but not limited to all buildings, out buildings and City vehicles. Only approved smoking areas may be used for such purposes.

19. **Physical Fitness Incentive**

The City understands the value of healthy employees, and wishes to provide the following to further Sand City employees in their fitness goals. Employees understand any fitness routine they take is on personal time.

19.1. Initiation to Fitness Center—The City will contribute one time to the initiation fees for a fitness center up to \$100.

19.2. The City will contribute \$30 per month for a single membership.

19.3. The City will contribute \$60 per month for a family membership.

19.4. In order to be eligible, employees must provide proof of their membership no later than July 15 of each year.

19.5. Physical Fitness Incentive is referenced in the Sand City Personnel Manual, Section 5.15 (d).

## 20. Leaves

### 20.1. Holidays

Holidays are listed in the Sand City Personnel Manual, Section 5.10.

Effective beginning July 1, 2020, bargaining unit employees who work holidays will be paid straight time for regular work hours worked on a holiday plus receive 8 hours of in-lieu holiday time. Bargaining unit employees who do not work a holiday because the holiday falls on their Regular Day Off (RDO) shall also receive 8 hours of in-lieu holiday time. Holiday in-lieu time must be used within the fiscal year in which it is earned or it shall be cashed out in June of each year.

Effective upon ratification and approval of this agreement the floating holidays is eliminated.

### 20.2. Vacation Time Off

Vacation time off, including accrual, scheduling, pay upon separation, and holidays during vacation, are as addressed in Sand City Personnel Manual section 6.02 and as modified by this MOU. No bargaining unit member shall be permitted to accrue more than 300 hours of vacation time. An employee who reaches the accrual cap of 300 hours shall cease to earn additional vacation hours until they are under the 300 hour vacation accrual cap.

### 20.3. Limitations (Cap) on Accumulated Paid Time Off

Limitations (Cap) on Accumulated Paid Time Off are as • addressed in Sand City Personnel Manual section 6.13 and as modified by this MOU. Bargaining unit employees are required to be below accumulated paid time off accrual caps no later than June 30, 2022.

### 20.4. Sick Leave

Sick leave provisions are as addressed in Sand City Personnel Manual section 6.03 and as modified by this MOU. Employees hired on or after ratification and approval of this Agreement shall not be eligible to cash out sick leave. Bargaining unit employees hired on or before ratification and approval of this Agreement “Grandfathered Employees”

shall be permitted to cash out sick leave in accordance with the Personnel Code provided that accrued sick leave hours over 400 hours are not subject to the cash out provision. Accrued sick leave balances above 400 hours may only be used as sick leave in accordance with this MOU, City rules and the law.

**20.5. Various Leave Provisions**

Various leaves, including Bereavement Leave, Jury Duty, Leave of Absence Without Pay, Military Leave, Medical Leave, FMLA and CFRA, Time off to Vote, Administrative Leave, and Accumulated Time Off are as addressed in Sand City Personnel Manual Sections 6.04 through 6.14.

**21. Grievances**

Grievances are addressed in Sand City Personnel Manual Section 7.

**22. Personnel Manual**

Parties recognize the City's rights as indicated in the City's Personnel Manual.

**23. Future Negotiations**

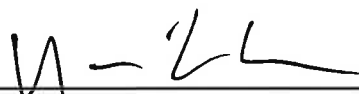
The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 2022.

**24. Signatures**

This Memorandum of Understanding sets forth the full and complete understanding of the parties hereto.

\_\_\_\_\_  
Dennis Wallach

\_\_\_\_\_  
Donna Williamson

  
\_\_\_\_\_  
Larry Escobar

\_\_\_\_\_  
Vibeke Norgaard

  
\_\_\_\_\_  
Jeff Bushnell

**Sideletter of Agreement  
Between the  
City of Sand City  
And the  
Sand City Police Officers' Association  
May 13, 2020**

The parties agree to the following as part of the settlement agreement completing MOU negotiations for a successor agreement:

1. Bargaining unit employees with current sick leave balances over 400 hours shall be permitted on a one-time basis to cash out sick leave hours over 400 hours in the second full pay period following ratification and approval of this Agreement. Eligible employees who want to participate in the one-time cash out must submit a request to the City Manager no later than two weeks following the approval date of this MOU by the City Council. Eligible employees who do not submit such an email shall not be eligible to cash out the sick leave above 400 hours and that leave shall remain in the sick leave bank as sick leave which can be used only in accordance with this MOU, City rules and the laws pertaining to sick leave use.
2. All MOU clean-up must be completed by the parties before this MOU will be effective.
3. The City is in the process of updating the Personnel Rules. In the event that changes to the personnel rules trigger bargaining obligations the City shall provide notice and an opportunity to meet and confer on such changes.

\_\_\_\_\_  
Dennis Wallach

  
\_\_\_\_\_  
Larry Escobar

  
\_\_\_\_\_  
Jeff Bushnell

\_\_\_\_\_  
Donna Williamson

\_\_\_\_\_  
Vibeke Norgaard

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