

City of Calistoga

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Staff Report

TO: Honorable Mayor and City Council
FROM: Michael Kirn, Acting City Manager
DATE: December 1, 2015
SUBJECT: To Consider Resolutions Approving a Three Year Memorandum of Understanding (MOU) between the City of Calistoga and the Calistoga Police Officers Association, Authorizing the City Manager to Execute the MOU, Approving a Budget Adjustment not to exceed \$56,199 from the Unappropriated General Fund Reserves and Approval of new Classification Descriptions for Positions within the Calistoga Police Officers Association

APPROVAL FOR FORWARDING:


Michael Kirn, Acting City Manager

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2 **ISSUE:** To consider resolutions to approve a three year MOU between the City of
3 Calistoga and Calistoga Police Officers Association, to approve budget adjustments to
4 the Fiscal Year 2015-16 Operating Budget and to adopt new classification descriptions
5 for positions in the Calistoga Police Officers Association.
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8 **RECOMMENDATION:**
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- 10 1. Adopt Resolution to approve a three year Memorandum of Understanding (MOU)
11 between the City of Calistoga and Calistoga Police Officers Association, authorize
12 the City Manager to execute the MOU, and approve budget adjustments to the
13 Fiscal Year 2015-16 Operating Budget for an amount not to exceed \$56,199 from
14 the unappropriated General Fund reserves to the Police Department budget.
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16 2. Adopt Resolution approving new classification descriptions for positions that are
17 within the Calistoga Police Officers Association.
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20 **DISCUSSION:** The City's negotiating team and the Calistoga Police Officers Association
21 (CPOA) conducted four negotiating sessions before signing a tentative agreement on
22 October 27, 2015. The tentative agreement is for a three-year Memorandum of

23 Understanding (MOU). The bargaining unit is made up of 11 full-time employees. The
24 proposed MOU contains several changes, with most as housekeeping measures
25 (Attachments 1 & 3). The significant changes are summarized below:
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27 1) The MOU is for a three year time period, starting January 1, 2016 through
28 December 31, 2018.

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30 2) The Koff & Associates salary structure showing ranges for each position is
31 accepted. This salary structure consists of five steps that are five percent apart
32 from each other with a 2.5% differential between each range. Further, all current
33 full-time employees, except those on probation, will be placed one step above the
34 step that is closest to their current compensation.
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36 3) The newly established Community Service Officer is included as a member of
37 the CPOA. Also, the Senior Police Officer position is retitled to Police Corporal.
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39 4) Effective January 1, 2016, January 1, 2017 and January 1, 2018, the members
40 of the CPOA will receive a salary adjustment of 3% for each year.
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42 5) Articles 19-21 include amendments to clarify eligibility for over time and special
43 compensation pay. No added benefits are provided beyond those from the existing
44 MOU.
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46 The Koff & Associates study found that the positions within the CPOA were anywhere
47 from 7.56% to 12.21% below market (at the median of 7 comparator cities). The objective
48 in seeking salary adjustments to reflect market conditions is to attract and retain
49 employees in a competitive job market. Also, due to the Recession, employees made
50 significant economic concessions that reduced their total compensation (including a
51 requirement to pay the entire employee contribution to PERS). While COLA's have been
52 given by the City Council these past two years, the employees are still effectively
53 compensated below pre-2010 levels.
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55 **FISCAL IMPACT:** The fiscal impact over the three year time period of the MOU is as
56 follows:

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58 1. Article 14 A Wages:
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60 a. Fiscal Year 2015/16 - \$56,199 (January 1, 2016 through June 30, 2016)

61 b. Fiscal Year 2016/17 - \$91,690

62 c. Fiscal Year 2017/18 - \$81,811

63 d. Fiscal Year 2018/19 - \$43,365 (July 1, 2018 through December 31, 2018)
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65 These total compensation numbers reflect the 3% salary adjustment each year and the
66 5% step increases if an employee is eligible. Vacant positions (presently 3 positions) are
67 fully funded under these estimates.

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69 2. Article 16 Uniforms

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71 a. Additional \$500 per year (this cost is nominal during this fiscal year)

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73 The Fiscal Year 2015/16 additional anticipated expense is for the time period of January
74 1, 2016 through June 30, 2016. Staff is recommending total budget adjustments to the
75 Fiscal Year 2015-16 Operating Budget for an amount not to exceed \$56,199 from the
76 unappropriated General Fund reserves to the Police Department budget.

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79 **ATTACHMENTS**

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- 81 1. Summary of Proposed Changes to the Present MOU
- 82 2. Draft Resolution adopting a new MOU and Budget Adjustment
- 83 3. Draft Memorandum of Understanding with Calistoga Police Officers Association
- 84 4. Draft Resolution adopting new classification descriptions
- 85 5. Classification (Job) Descriptions
- 86 6. Koff & Associates Proposed Monthly Salary Plan
- 87 7. Koff & Associates Proposed Range Placement Recommendations by Position (June
88 2015)

December 1, 2015

ATTACHMENT 1- SUMMARY OF PROPOSED CHANGES TO PRESENT MOU

1. Article 1: Recognition – City recognizes employees in the bargaining unit represented by the Calistoga Police Officers Association to include a Community Service Officer position which was approved by the City Council on October 6, 2015 as a full-time position. Based on the Koff & Associates final report of the classification and compensation study dated March 2015 and accepted by the Council by Resolution 2015-043 on May 5, 2015 the current position of Senior Police Officer is reclassified to Police Corporal.
2. Article 15: Proposed Monthly Salary Plan – the CPOA accepts upon final adoption by the City Council the proposed salary structure recommended by Koff & Associates to consist of five steps that are five percent apart from each other with a 2.5% differential between each range shown as Attachment 6.
3. Article 15: Proposed Salary Range Placement: The CPOA accepts upon final adoption by the City Council the proposed salary range placement shown as Attachment 7 for each classification based on the market data and an internal relationship analysis by Koff & Associates. The CPOA accepts the City to use the top monthly salary median-based results to calculate the range placements.
4. Article 15: Proposed Salary Range Placements by Specific Employee: Effective upon final adoption by the City Council the CPOA accepts moving full-time employees into the appropriate salary range recommended by the Koff & Associates study. Further all current full-time employees, except those on probation, will be placed one step above the step that is closest to their current compensation.
5. Anniversary Dates: Effective January 1, 2016 any current full-time employee who has subsequent steps within the range and who is not on probation will have a new anniversary date of January 1, 2016; the effective date of this of this MOU. In terms of service date, their initial employment anniversary date will remain the same.
6. Article 15 A: Salary Adjustment: Effective January 1, 2016, January 1, 2017 and January 1, 2018, the unit will receive a salary adjustment of 3% for each year.
7. Article 15 B Item 1b: Medical and Dental Benefits: 10% of the medical plan monthly premium amount for any eligible CalPERS medical plan, paid through a payroll deduction is available to members of the CPOA.
8. Article 15 C – Medical Benefits: Affordable Care Act - At such time as regulations are issued implementing the Affordable Care Act (“ACA”), the City and the CPOA will meet to discuss the impact, if any, of such regulations on any benefit plans offered by the City. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefits plans covered by this MOU will be modified by the ACA during the term of

December 1, 2015

this agreement, it is agreed that the City and the CPFA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

9. Article 16 – Uniforms and Equipment- Community Service Officer and Police Corporals (in place of Senior Police Officer) shall be issued, at the City's expense at initial full-time employment uniforms as outlined in the MOU under Article 16 A Item 1. In addition Police Corporals (in place of Senior Police Officers) will receive at City's expense additional equipment as outlined in MOU under Article 16 A Item 2.
10. Article 18 – Retirement – Replace Senior Police Officer with Police Corporal.
11. Article 19 – Work Schedule – The work period for full-time personnel will be defined by the FSLA public safety definition, recognized to cover employees who will work 171 hours in a 28 day period. The shift hours for employees presently consists of 12 hours of work inclusive of a 30 minutes lunch break and two fifteen minute rest period for employee classifications in this MOU.
12. Article 20 – Special Compensation
 - A. Should the CITY call back or recall any full-time employee after his/her normal working hours or assigned schedule to perform work, CITY shall pay said employee applicable time at one and one-half (1 1/2) for all hours actually worked, but in no event shall employee receive less than a minimum of two (2) hours, regardless of time actually worked as a result of being called back to perform services for the CITY.
 - B. Should the City or other entity require an employee to be subject to court time or court standby time during a time other than the employee's assigned work shift schedule said employee's applicable time will be paid at the rate of one and one-half (1 ½) for all hours actually worked. Employee shall be allowed travel time, to court from home or station, whichever is closer in addition to the amount of time spent in the court time appearance. In no event shall employee receive less than a minimum payment of three (3) hours, regardless of time actually worked as a result of being in court. Court standby time shall be limited to a maximum of four hours of pay per day.
 - C. All overtime, extended shift work, special detail work, training, authorized training, in excess of the established maximum hours in a work period as defined by the Fair Labor Standards Act shall be compensated by payment at the rate of one and one-half (1 ½) times the applicable hourly base rate of pay of the employee, or at the determination of the employee by compensatory time off.
 - D. For non-court regular standby, employees shall be afforded one hours pay for every eight hours on standby.

13. Article 21 – Definitions –

- A. Overtime: Overtime for employees on a forty (40) hour work week schedule is authorized time worked in excess of forty (40) hours in a work week. Overtime for employees on twelve hour shifts is authorized time worked in excess of 171 hours in a 28 day period. Such overtime shall exclude shift changes.
- G. Employees will no longer be allowed to include travel time to the court from home or station, whichever is closer, in addition to the amount of time spent in the court appearance (minimum payment 3 hours).
- H. Court standby time will no longer be limited to a maximum of four hours per day.
- I. Compensation rate – This item is being removed entirely.
- K. Employee(s) – to include community service officer and replace senior police officers with police corporals.
- L. Regular standby- Employees placed on standby in appropriate circumstances when an employee is scheduled for an emergency or natural disaster.
- M. Compensating time off – Replace Section 9.02E with Section 9.02C.

14. Article 23A Item 1 and 2 – Educational Incentive- Replace Senior Police Officer with Police Corporal in Item 1. Add Community Service Officer to Item 2.

15. Article 7: Term: The term of this agreement shall be in effect from January 1, 2016 and shall remain in full force and effect from that date through December 31, 2018.

16. All other items and conditions of employment not addressed in this staff report that are included in the parties' Memorandum of Understanding (MOU) in effect from January 1, 2015 through December 31, 2018 shall continue to remain in effect and unchanged during the term of the MOU.