RESOLUTION NO. 77-16

RESOLUTION OF THE COUNCIL OF THE CITY OF CHICO APPROVING THE IMPLEMENTATION OF LAST, BEST, AND FINAL OFFER TO THE CHICO PUBLIC SAFETY ASSOCIATION REGARDING PAY, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

WHEREAS, the Council has previously recognized the Chico Public Safety Association ("CPSA") as the exclusive representative of non-sworn Police Department employees of the City of Chico ("City"); and

WHEREAS, the City's employment agreement with the CPSA expired on December 31, 2015; and

WHEREAS, pursuant to the provisions of Government Code Section 3500 et. seq. and Chapter 2R.72 of the Chico Municipal Code ("Personnel and Employee Representation Rules"), authorized representatives of CPSA and of City have met and conferred in good faith concerning matters within the scope of representation; and

WHEREAS, the CPSA declared "impasse" on April 26, 2016, and pursuant the provisions of Government Code Section 3500 et. seq. and Personnel and Employee Representation Rules, the City and CPSA engaged in Impasse Proceedings, including a meeting with the City Manager and Mediation, as appointed by the Public Employees Relation Board; and

WHEREAS, the City and CPSA were unable to agree on terms of a successor agreement; and

WHEREAS, the City provided a Last, Best, and Final Offer to CPSA on July 6, 2016, and again, the City and CPSA were unable to reach agreement on resolving impasse;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chico as follows:

Implementation of the City's Last, Best, and Final Offer with the following terms:

A. **Salary:** Effective July 1, 2016: five percent (5%) increase to salary table for the following classifications: *Public Safety Dispatcher I, Public Safety Dispatcher II;*

B. **Salary:** For employees hired after the effective the date that Council adopts this resolution: a pay range shall be created that consists of fourteen (14) pay steps. Each

of the 14 steps shall have an Hourly Basic Pay Rate and shall be titled as Steps A – N, separated by 2.5%.

C. **Tentative Agreements:** All tentative agreements as listed below and identified in Exhibit A.

a. **Time Bank**

b. **Direct Deposit**

c. **Overtime**

d. **Sick Leave**

e. **EPMC Language Removal**

f. **Seniority**

g. **TB Test**

h. **Health Benefit % Definition**

i. **Holidays/Vacation Package**

The City Manager is hereby authorized to make appropriate adjustments to the current and 2014-15 Annual Budgets, to City's Administrative Procedure and Policy Manual, and such other rules and regulations of City as may apply, and to perform all other acts necessary to implement the terms and conditions set forth in this resolution.

THE FOREGOING RESOLUTION WAS ADOPTED by the Council of the City of Chico at its meeting held on August 2, 2016 by the following vote:

AYES: Coolidge, Eilmer, Ritter, Schwab, Stone, Morgan, Sorensen

NOES: None

ABSENT: None

ABSTAIN: None

DISQUALIFIED: None

ATTEST:

Deborah R. Presson, City Clerk

APPROVED AS TO FORM:

Vincent C. Ewing
City Attorney*

*Pursuant to The Charter of the City of Chico, Section 906(E)

DATE 8/5 AGENDA 8/2 COUN___
ADD INFO_____ CM___ACM___CA___
ASD___CC___CDD___COP___FC___
PWD___RM ✓ OTHER J. Lannen

Chico Public Safety Association – Tentative Agreements
Implemented Terms and Conditions of Employment

HOLIDAY TIME BANK

Section 6.2. - **A.** **Accrual - Generally.** Employees' Holiday Time Bank shall be credited with half of the total hourly balance on each January 1, and the remaining half of the total hourly balance on each July 1. The January 1 Holiday Time Bank accrual includes hours for each holiday which falls in the first six (6) months of the calendar year, plus hours of additional Holiday Time Bank accrual. The July 1 Holiday Time Bank accrual includes hours for each holiday which falls in the second six (6) months of the calendar year.

1. **Premium Holiday Pay.** Employees required to work on the established holidays, identified in Section 6.1.A above, shall, in addition to the hours paid for that day, be paid an additional one-half (½) hour of Premium Holiday Pay for each hour worked on the Premium Holiday. Premium Holiday Pay is to be paid in addition to the accrual referenced in 6.2 A, above. As an example, total compensation for each of the Premium Holidays for a ten (10) hour shift worked would be as follows: payment for ten (10) hours worked on that day, one-half hour Premium Holiday Pay for each hour worked would be five (5) hours pay, and eight (8) hours of Holiday Time Bank in 6.2 A, above.

B. **Utilization.** All Employees who are scheduled to work and who are not required to be on duty on established City holidays may take time off, charging such time against Employees' Holiday Time Bank. If Employees have previously exhausted their Holiday Time Bank accrual, time off on a holiday would be charged to Employees' CTO balance, or to Employees' vacation balance if they do not have CTO. Upon the request of Employee, and upon the approval of Chief of Police, Employees may use vacation for holidays even if they do have CTO available. In the absence of available CTO or vacation, Employee shall take leave without pay. Employees who are required to be on duty on designated City holidays may use Employees' Holiday Time Bank accrual for time off on other days that Employees select and which are approved by Chief of Police. Such time off shall be treated as vacation for request and approval purposes.

C. **Payment for Unused Holiday Time Bank Hours.** Employees will be paid for unused Holiday Time Bank hours at the time the next accrual of Holiday Time Bank hours are credited on each January 1 or July 1. Such payment will be made on a separate check and will be paid by the end of the month following the Holiday Time Bank period ending date at Employee's Basic Pay rate which was in effect during the last full pay period of the Holiday Time Bank period.

D. **Newly Hired Employees Accrual.** At the time of hire, new Employees shall accrue an amount of Holiday Time Bank accrual equal to total daily shift hours times the number of full-day designated City holidays remaining in the semi-annual period in which Employees are hired. If Employees' hire date falls prior to July 1, Employees shall also receive an additional one daily shift total of hours Holiday Time Bank accrual. As an example, assuming the employee works an eight (8) hour shift, a new Employee hired on November 15 would be credited 32 hours of Holiday Time Bank accrual (8 hours each for Thanksgiving, the day after Thanksgiving, December 24, and December 25). A new Employee hired on May 1 would be credited sixteen (16) hours of Holiday Time Bank accrual (8 hours for the last Monday in May and 8 additional hours because the hire date is prior to July 1).

E. **Holiday Time Bank Conversion Upon Termination.** When Employees terminate, Employees' Holiday Time Bank balance will be reduced by the total daily shift hours times the number of full-day holidays remaining in the semi-annual period. If Employees do not have an adequate Holiday Time Bank balance to offset previously taken holidays, Employees' CTO or vacation will be reduced accordingly. Any remaining holiday hours which cannot be deducted from Holiday Time Bank, CTO, or vacation accrual will be deducted from Employees' final pay. If the terminating Employee has unused Holiday Time Bank hours following the deduction for remaining holidays, Employee will be paid for such hours on a straight-time basis as part of Employee's final paycheck.

F. **Proration for Unpaid Leave.** Employees on unpaid leave will have Employees' Holiday Time Bank balance reduced by the total daily shift hours times the number of full-day holidays actually fall during Employees' period of unpaid leave. The provisions relating to the terminating Employees' Holiday Time Bank or excess use of Holiday Time Bank shall apply to Employees on unpaid leave when calculating Holiday Time Bank balance and/or final pay when Employees are no longer on unpaid leave.

DIRECT DEPOSIT

Section 5.1 (F) - **Direct Deposit.** It is strongly encouraged that each City employee have their PAY directly deposited into a financial institution. Forms permitting such deposit(s) are available within the Finance Department.

OVERTIME

Section 5.2. (C) Add the following language:

C. **Method of Filling Overtime Shifts.**

In order to get all necessary shifts filled, this procedure is being developed to ensure that overtime shifts are filled fairly and equitably. It is geared towards encouraging people to sign up for all mandatory overtime slots.

POSTING DISPATCH SLOTS TO BE FILLED

After the shift sign up is completed for the next shift rotation, all known shifts that must be mandatorily filled will be posted. This includes dispatchers' 1st and 2nd vacation picks, training, special details, etc. This list will generally remain posted for a period of two weeks for full time communications personnel to voluntarily select shifts. This is your opportunity to select the overtime slots you desire.

A dispatcher with more seniority cannot "bump" someone from an overtime slot filled through the voluntary overtime sign-up. There will be two planned overtime lists – those who can fill weekday shifts and those who can fill weekend shifts. No partial shifts. You must sign up for the entire shift unless you have found someone to cover the balance of the shift or have supervisor approval.

After all full time communications personnel has had the opportunity to select shifts voluntarily, other department approved/trained personnel may sign up for what is left over (former dispatcher/admin secretaries, etc.).

ESTABLISHING PLANNED & UNPLANNED MANDATORY OVERTIME LIST EACH SHIFT ROTATION

Once everyone has selected all shifts voluntarily, the shifts that are left over will be placed on one of two lists depending on the days off. Monday-Thursdays shifts on one list and Friday-Sunday shifts on another.

CREDITS

You will receive credits in three ways.

1) You will receive one credit for each full mandatory shift you volunteer for.
2) You will receive one credit for each full mandatory shift you are required to take.
3) You will receive one credit for every 60 months you have worked in the communications center as follows:

0-59 months	0 credit
60-119 months	1 credit
120-179 months	2 credits
180-239 months	3 credits

240-299 months	4 credits
300-359 months	5 credits
360-419 months	6 credits
420-479 months	7 credits
480-539 months	8 credits

Service credits will be given to each qualifying dispatcher just prior to the mandatory overtime being posted. Should a dispatcher's service credit anniversary occur in the middle of the rotation, you will receive the credit at the beginning of that rotation.

The entire shift must be selected in order to receive a credit. No partial credits.

Should you call in sick or for some other reason you are unable to work the shift you received credit for, one credit will be deducted from your credits. If the overtime you received credit for is canceled, you will keep the credit.

A dispatcher may give a mandatory shift to another dispatcher, however the dispatcher who initially signed up or was assigned the shift is in control of who receives the credit.

SELECTING OVERTIME SHIFTS

Those with the fewest credits shall take the remaining shifts with the following limitations:

1) No extended shifts (no forcing employees to hold over).
2) 8 hours off between shifts.
3) No adjusting shifts to force an employee in that would otherwise be exempt from covering a shift.
4) All dispatchers shall have at least one day off per week, except in extreme situations such as staffing shortages.

Selections will be made until they reach the credit level of the next lowest credit score or have taken all that they have the ability to work. If there is more than one person with the fewest number of credits, seniority within the communications center will prevail. Whomever has the least seniority in the communications center will be required to fill the shift.

No extra request overtime will be approved or posted until all the planned mandatory shifts are filled. Dispatchers are required to find their own coverage. Special circumstances will be reviewed by the dispatch manager or support captain on a case by case basis.

UNPLANNED MANDATORY OVERTIME:

Unplanned mandatory coverage operates under the same rules and the same list as the mandatory with the exception of:

- How and when notice is given. When unplanned mandatory overtime is needed, a text message will be sent out to all communications employees. The first ones to respond for complete full shifts will have the first options. If one employee is available for partial shift coverage and another is available for the entire full shift, the full coverage employee will receive the shifts.
- Employees will receive 1 credit for each full or partial shift selected if coverage is on a Regular Day Off (RDO).
- No credits will be given for shift adjustments, regardless of whether the shift is a regular work day or an overtime shift. If the overtime shift qualified for a credit, one would still be credited.

The Planned and Unplanned Mandatory list will expire at the end of the current rotation, pending a new list for the next rotation.

SICK LEAVE

Section 6.4. (D) – *Remove* the following language:

Personal Time Off. Employees shall receive thirty (30) hours of personal time off (PTO) during each of the 2014 and 2015 calendar years. Any Employee who works less than full time or is hired or promoted into any of the job titles listed in Exhibit A shall receive a prorated amount of PTO on a "percentage of year remaining" basis. Employees who leave City service prior to the end of the calendar year shall receive no compensation for PTO on the Employees' payroll records. Any PTO not taken by the last day of the calendar year shall be removed, without compensation, from the Employee's payroll records. Use of PTO will only be approved if it does not require backfilling on overtime. This provision sunsets as of December 31, 2015.

EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)

Section 6.6. (G) – *Remove* the following language:

Reporting and Paying the Value of EPMC. For those Employees for whom City pays EPMC, City adopted a resolution implementing the provisions of Government Code Section 20636(C)(4), which authorizes City to report EPMC to PERS as additional compensation for Employees. City will report the value of EPMC for Employees to PERS as additional compensation, and pay City and Employee contributions on such EPMC.

There is no actual increase in Employees' Basic Pay as a result of this change, nor any increase in Employees' Basic Pay rate for the calculation of other pays as set forth in Subarticles 5.1 to 5.7. Effective the first pay period in January 2015, the City shall not pay any portion of the required employee contribution.

SENIORITY

Section 1.1. (B.) – **9. "Seniority"** shall be determined by adding together an employee's time in the current job classification (time in a classification that has a I and II level shall be combined). Time as a supervisor within the same career ladder shall be added to the time in the lower classification in the event an employee is demoted. The calculation shall be prorated for hours worked in that job classification on a permanent part-time basis. It shall not include any time during which an Employee was on leave without pay for a full pay period or more or working as an intermittent part time employee. This calculation for determining seniority is approved and only for the purpose of determining seniority as necessary for implementing the provision of this MOU in regard to shift selection and vacation. It shall not supersede the definition of seniority set forth in the City's PERRs in regard to layoff procedures or impact the implementation of the layoff procedures set forth in the PERRs based on the definition of seniority in the PERRs.

TB TEST

Section 7.2. (Add C)

C. TB Tests. Community Services Officers shall be offered a Tuberculosis Skin Test (TB Test) on an annual basis. All costs associated with such testing shall be paid by the City.

HOLIDAYS/VACATION PACKAGE

6.1 HOLIDAYS

A. Established. For the purposes of this MOU, City shall provide eight (8) hours, ten (10 hours, twelve (12) hours, or whatever other daily shift total of hours an employee works, of Holiday Time Bank pay for the following established holidays: January 1, third Monday in January, third Monday in February, last Monday in May, July 4, first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, and such other days as may be proclaimed

by Council as public holidays. These holidays currently constitute the entire and exclusive list of legal holidays observed by City.

B. Attendance Policy. It is the policy of City that unless Employee services are required in the interest of public health, safety, or general welfare, Employees shall not be required to be on duty on holidays.

C. Holidays - Observed.

1. Holiday - Sunday. When a holiday falls on a Sunday, the following Monday shall be observed. However, should Christmas Eve fall on a Sunday, such holiday shall be observed on Employee's last regular work day prior thereto.

2. Holiday - Saturday. If a holiday falls on a Saturday, time off or pay shall be granted at the discretion of City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on Employee's last regular work day prior thereto.

3. Holiday - Regular Days Off. If Employee's regular days off are other than Saturday or Sunday and the holiday falls on such day, time off or pay shall be granted at the discretion of City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on Employee's last regular work day prior thereto.

D. Holiday Compensation. The above listed holidays are vested and will be paid pursuant to the Holiday Time Bank provisions of this agreement.

6.5 VACATION

The City of Chico strongly recognizes the value of Vacation for its employees. The City understands that there are positive health benefits associated with taking vacation, including lower levels of stress and improved productivity. In that vein, the City supports the use of vacation by its employees.

A. Accrual - Generally. Employees who have served City for a period of six (6) months or more shall be entitled to an annual vacation leave with pay. Such vacation leave shall be earned by Employee in accordance with the schedule referenced below provided that an Employee, after satisfactorily completing six (6) months of service, shall be credited with vacation leave equal to the amount they would have accrued during a six-month period.

1. Rate of Accrual. Employees shall accrue vacation credit in accordance with the schedule in Exhibit D entitled, "Vacation Accrual Schedule." Employees may accrue annual vacation credits to an amount not to exceed the Maximum Accrued Balance as set forth in Exhibit D.

2. **Termination of Additional Accrual.** Employees shall cease to accrue additional vacation when their accumulated vacation leave balance is equal to the Maximum Accrued Balance identified for their accrual rate, as set forth in Exhibit "D." Accrual shall commence again when the balance drops below the maximum. Employee shall receive written notice from City prior to the anticipated date of such termination of additional accrual. If an Employee is unable to utilize accrued vacation by reason of illness or disability or because the Police Department has canceled previously approved vacation or refused to schedule vacation requests by Employee, City Manager shall approve a limited-time waiver of the termination of additional vacation accrual provisions in Subsection 1, above, based on the written request of Employee.

B. **Utilization.** Employees may utilize their accrued vacation as it is earned, at a time that shall be determined by Chief of Police in accordance with the needs of City and with due regard for the wishes of Employee.

In the event an employee has greater than 300 hours of vacation accruals on the books, a manager may request that said employee schedule vacation days, not to exceed more than one (1) day of vacation per month, up to a maximum of no more than one half (1/2) of the employee's annual vacation accrual per calendar year. If, after requested by a Manager to schedule vacation, an employee does not comply, the manager may schedule vacation time off on behalf of the employee (not to exceed the limits listed above).

Scheduling vacation by a Manager is not intended to be a punitive tool; it is meant to ensure that employees reap the benefits of vacation, including increased productivity and better mental and physical health.

C. **Vacation Date Selection.**

1. **Public Safety Dispatchers.** Vacation selection shall be made by request to the Communications Supervisor at the beginning of each calendar year and shall be based upon seniority. Not more than two (2) Public Safety Dispatchers shall sign up for vacation at any one time and the duration of such vacation shall not exceed two (2) work weeks, in addition to Regular Days Off (RDOs) on both ends of those work weeks. The RDOs on both ends of the work week may not be taken as part of the Employee's vacation selection if two other dispatchers have already selected them.

Each Employee will have three (3) on duty work days to make their vacation selection. If an Employee does not make a selection within the prescribed three (3) day period, such Employee will be passed and the sign up will continue with other Employees. Such passed Employee may choose at any time from what is then available. Exceptions to vacation date selection procedures may be approved by the Chief of Police or designee.

2. **Community Service Officers.** Vacation selection during shift sign up shall be within the given shift selection time period by seniority. Vacation requests at other times shall be on a first come, first served basis.

3. **Police Records Technicians.** Vacation requests shall be on a first come, first served basis.

D. **Effect of Termination of Employment.** Employees who terminate employment, or who are terminated, and who have completed satisfactorily at least six (6) months of service, shall be paid in lump sum for all accrued vacation earned prior to the effective date of their termination. Said payment shall be determined by multiplying Employee's hourly rate of pay times the number of hours of accrued vacation credited to Employee at the time of termination. Employees with less than six (6) months of service shall not be paid for any accrued vacation.

HEALTH BENEFIT PERCENTAGES

Add the following table:

City of Chico Contribution Amounts						Employee Contribution Amounts					
	EPO	90/10	80/20	HDHP	Dental		EPO	90/10	80/20	HDHP	Dental
EE Only	86.38%	56.43%	69.38%	100.00%	Remaining Balance	EE Only	13.62%	43.57%	30.62%	0.00%	$74.09
EE + 1	87.52%	56.14%	69.30%	100.00%	Remaining Balance	EE + 1	12.48%	43.86%	30.70%	0.00%	$74.09
Family	87.17%	56.74%	69.79%	100.00%	Remaining Balance	Family	12.83%	43.26%	30.21%	0.00%	$74.09