

CITY PACKAGE PROPOSAL # 4

July 8, 2022

1. Term/Expiration (Article 31)

- June 30, 2024 (2 Years)

2. Wages (Article 9)

- **COLAS**
 - i. **10.0%** Effective the later of City Council adoption or **July 1, 2022**
 - ii. **5.0%** Effective the later of City Council adoption or **July 1, 2023**

- **Lump Sum:**

Individuals who are members of the bargaining unit represented by POA during the first pay period following City Council adoption of the resolution authorizing amendments to the MOU and who continue to be members of the bargaining unit as of last pay period in November 2022 will receive a one-time lump sum payment of **\$10,000**. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

3. Acting Commander (Section 9.4)

Modify Section 9.4 as follows:

9.4 Working Out of Classification

An employee who is officially designated by their department head and approved by the City Manager ~~management~~ to perform all, or substantially all, of the duties of a ~~vacant position or of an absent employee in a~~ higher paid classification, shall be paid at the step of the higher pay range or at the first step which is not less than five percent (5%) more than his/her current base rate after a full shift (~~excluding overtime assignments~~), ~~or twelve (12) regularly scheduled hours, whichever is greater~~, served in the higher paid classification. Once an employee has worked in the acting assignment for a full shift (~~excluding overtime assignments~~), ~~or twelve (12) regularly scheduled hours, whichever is greater~~, he or she shall be entitled to acting pay for the entire length of the assignment.

4. Payout of Vacation (Section 12.4)

Modify Section 12.4 as follows:

12.4 Vacation Cashout

Members of the bargaining unit may make an irrevocable election to cashout vacation during the month of December each year. To qualify for vacation cashout, an employee must have more than eighty (80) hours of accrued vacation. Bargaining unit members may cash out up to a maximum of ~~forty (40)~~ **eighty (80)** hours of vacation, so long as the member maintains a balance of at least eighty (80) hours. Elections will be cashed out in December the following year.

5. Benefits Committee (Section 6.1)


Replace Section 6.1 with the following:

6.1 Benefits Committee

During the term of this MOU, the City and Unions shall convene the Benefits Committee for the following purposes:

- (1) To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in City plans,
- (2) To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to participate into benefit insurance cost structure, and
- (3) The Benefits Committee will commence no later than September 30, 2022. The Committee will be composed of City labor representatives, not to exceed four (4) representatives and four (alternates) from each participating labor organization and four (4) City representatives. These names will be provide to the City no later than August 31, 2022.
- (4) Any changes to sworn members' benefits must be consented to by the POA and made in writing, **through the meet and confer process.**

6. Article 13 Holidays

13.5 Employees may accrue a maximum of ~~ninety-six (96)~~ **one hundred-four** (104) hours of holiday leave. Once employees have reached the maximum, they will no longer accrue Holiday Leave. 

7. Article 13 Holidays

13.8 Employee may cash-out an additional twelve (12) hours of Holiday Leave per pay period; however, the employee is required to make the request in accordance with **the IRS constructive receipt rules**. ~~two weeks prior to the pay period in which they desire to receive the cash-out.~~ This is subject to written pre-approval by the Chief and or designee. **Should a request be denied, the request may be appealed to the City Manager.**

Response to POA Proposal Passed on 7/8/22:

The City does not agree to POA's proposed language for proposal items:

- 6) Cash-out for vacation and floating holiday
- 7) Increase caps for accrued time (see counter proposal 6 above)
- 8) Benefits Committee (Section 6.1), (see counter proposal 5 above)
- 9) Revive former "187" rule
- 10) Bilingual pay

The City and POA have reached a Tentative Agreement as stated above on 7/8/22


/s/ Matthew Taylor

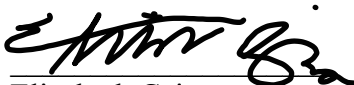
Matthew Taylor
Chief Negotiator, MAJ Labor

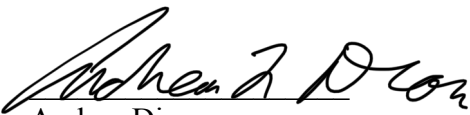


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