

RESOLUTION NO. 2011-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
TO IMPLEMENT THE CITY'S LAST, BEST AND FINAL OFFER FOR TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE PINOLE POLICE EMPLOYEES
ASSOCIATION**

WHEREAS, the Memorandum of Understanding between the City of Pinole and the Pinole Police Employees Association (PPEA) expired on June 30, 2011; and

WHEREAS, City representatives and representatives of PPEA have met and conferred in good faith in accordance with State law in an attempt to negotiate new terms and conditions of employment; and

WHEREAS, the City submitted its Last, Best and Final Offer, consisting of two Options (Options A and B) dated June 21, 2011, during mediation; and

WHEREAS, the City was notified on July 2, 2011 that PPEA membership rejected the City's Last, Best and Final Offer (both Options A and B); and

WHEREAS, the City and PPEA engaged in mediation on June 3rd and June 21st, 2011, but no agreement was reached; and

WHEREAS, the City is now prepared to implement the terms of its one-year (Option A) Last, Best and Final Offer;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole adopts terms and conditions of employment for the Pinole Police Employees Association (PPEA), incorporated herein by reference as Exhibit A, for Fiscal Year 2011-2012, effective July 1, 2011.

PASSED AND ADOPTED this 19th day of July 2011, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Patricia Athenour, CMC
City Clerk

ATTACHMENT A

EXHIBIT A

TERMS AND CONDITIONS OF EMPLOYMENT FOR FISCAL YEAR 2011-2012, BEGINNING JULY 1, 2011 FOR PINOLE POLICE EMPLOYEES ASSOCIATION

The following terms and conditions of employment shall be in effect for Fiscal Year 2011-2012 (July 1, 2011 – June 30, 2012) for City of Pinole employees in the Pinole Police Employees Association (PPEA). All other sections not addressed below shall remain as written in the Memorandum of Understanding between the City of Pinole and the Pinole Police Employees Association, adopted July 6, 2010.

1. **SALARY ADJUSTMENTS:**

4.01 – Salary Adjustments

There shall be no (zero percent) wage increase.

2. **INCENTIVE PAY:**

5.01 – Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay. With the approval of the Chief, an employee may agree to reduce his/her premium pay to three percent (3%) and receive a City take home vehicle in lieu of the additional two percent (2%). Authorization for the take home vehicle may be rescinded at any time by the Chief, and the Detective pay shall return to the full five percent (5%).

3. **MEDICAL INSURANCE:**

6.01 – Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. Effective July 1, 2011, the City will contribute toward the employee's health premium for full-time regular employees as indicated below:

One-party coverage = \$568.99

Two-party coverage = \$1,137.98

Family coverage = \$1,479.37

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

4. MEDICAL IN-LIEU:

6.03 – Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

Part-time regular employees working at least 20 hours per week shall be entitled to a pro-rated payment based on the percentage of hours regularly scheduled to work in relation to full-time.

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected, and annually thereafter. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

5. RETIREMENT:

9.01 – Public Safety Plan Defined

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety Employees, the contract offers the following options:

- Tier I - Sworn employees hired prior to *(date TBD based on PERS contract amendment rules)* - 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II - Sworn employees hired after *(date TBD based on PERS contract amendment rules)* - 2% at 50 Retirement Plan with Three-Year Average Compensation Formula
- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.

- Service Credit for Unused Sick Leave
Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 – CalPERS Employee Contribution Rate – Sworn Employees

Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate.

9.03 – CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion be a shared cost as outlined below:

The City will establish a maximum baseline rate of 11.5% for the annual Employer's Contribution Rate.

Should the annual Employer's Contribution Rate increase above 11.5%, the City and the Association will share equally (50/50) the difference.

9.04 – Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to (*date TBD based on PERS contract amendment rules*) - 2.5% @ 55 plan with Single Highest Year Compensation Formula
- Tier II – Employees hired after (*date TBD based on PERS contract amendment rules*) – 2% @ 60 plan with Three-Year Average Compensation Formula

For Miscellaneous Employees, the contract offers the following options:

- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment.

In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.

- **Service Credit for Unused Sick Leave**
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.05 – CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn employees under the 2% @ 60 plan shall pay the full seven percent (7%) of the required CalPERS Employee Contribution Rate.

9.06 – CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate will be a shared cost as outlined below:

- a. The City will establish a maximum baseline rate of 8.509% for the annual Employer Contribution Rate.
- b. Any Employer Contribution Rate in excess of the 8.509% cap will be equally shared between the City and the Association members as follows:
 - Shared amount calculated as: Total employer contribution, minus cap of 8.509%, multiplied by 50% (equal share of contribution).

6. COMPENSATORY TIME:

10.6 – Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one-hundred twenty (120) hours.

7. HOLIDAYS:

16.01 Holiday Pay – Sworn Employees

The City shall compensate sworn employees for eleven (11) holidays as follows: 11 holidays at 8 hours each, times 1.3, totaling 114.40 hours of holiday pay.

Employees are compensated for 57.2 hours, paid at the employee’s straight time hourly rate, twice a year – in June and December. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City’s payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City’s payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.04 – Holiday Accrual Rate – Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven (11) annual paid holidays as follows:

January 1	New Year’s Day
Third Monday in January	Martin Luther King’s Birthday
Third Monday in February	President’s Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran’s Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

8. TERM:

31 – Term

One (1) year – July 1, 2011 through June 30, 2012.