

CITY OF BELVEDERE

RESOLUTION NO. 2021-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELVEDERE
RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND
THE BELVEDERE PEACE OFFICERS ASSOCIATION
ESTABLISHING SALARIES AND BENEFITS FOR THOSE PERSONNEL
EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2023**

WHEREAS, the City Manager, representing the City, has met and conferred with the Belvedere Peace Officers Association and has in good faith negotiated a Memorandum of Understanding between the City and said employees (Attachment A).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvedere that the Memorandum of Understanding attached hereto as Attachment A is hereby ratified and the City Manager is authorized and directed to sign said memorandum on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the Belvedere City Council on May 10, 2021, by the following vote:

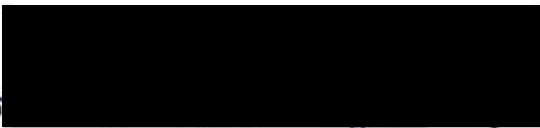
AYES: Steve Block, James Lynch, Nancy Kemnitzer, Sally Wilkinson, and Mayor Campbell

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED



James Campbell, Mayor

ATTEST:



Beth Haener, City Clerk

**ATTACHMENT A TO RESOLUTION
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Belvedere Peace Officers' Association (BPOA) and the City of Belvedere (City) have met and conferred in good faith on wages and hours and terms and conditions of employment for the period beginning July 1, 2020, through June 30, 2023; and

WHEREAS, the representatives of the BPOA and the City Manager have represented the BPOA and the City respectively in the meet and confer process and have reached a tentative agreement, the tenants of which are embodied in this MOU; and

WHEREAS, the BPOA and the City wish to have said tentative agreement rendered in writing herein;

NOW, THEREFORE, THE PARTIES DO HEREBY SET FORTH THE TERMS AND CONDITIONS OF THEIR UNDERSTANDING AS FOLLOWS:

1. **Salaries:** The monthly salaries for the term of this Memorandum shall be as follows.

Effective July 1, 2020:

Position	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	6,811	7,152	7,510	7,885	8,279
Police Sergeant	8,012	8,413	8,834	9,275	9,739

Effective July 1, 2021:

Position	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	6,948	7,295	7,660	8,043	8,445
Police Sergeant	8,173	8,581	9,010	9,461	9,934

Effective July 1, 2022:

Position	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	7,087	7,441	7,813	8,204	8,614
Police Sergeant	8,336	8,753	9,190	9,650	10,132

2. **Longevity Pay:** In addition to the base salaries for each position as found above, each employee hired prior to June 30, 2018, shall be eligible for longevity pay based on the following table. Each employee shall become eligible for longevity pay at the below rates on the date following completion of each year of service to the City.

2+ years of service	1.0% above base salary
3+ years of service	1.5% above base salary
4+ years of service	2.0% above base salary
5+ years of service	2.5% above base salary
6+ years of service	3.0% above base salary
7+ years of service	3.5% above base salary
8+ years of service	4.0% above base salary
9+ years of service	4.5% above base salary
10+ years of service	5.0% above base salary

Employees hired after July 1, 2018, shall not be eligible for longevity pay.

3. **Educational Incentive:** An additional 2.5% over the base salary each month shall be provided to any employee who has earned or receives an Associate Degree or achieves upper division standing at an accredited college or university or has been granted the Intermediate POST Certificate. An employee who has received a Bachelor's Degree from an accredited college or university or has been granted the Advanced POST Certificate shall be entitled to an additional 5% over base salary each month.
4. **Insurance Benefits:** The following benefits shall be provided to the employees covered by this Resolution in the following manner:
- A. **Workers' Compensation Insurance** as required by law, premiums paid entirely by the City.
 - B. **Unemployment Insurance** as required by law, premiums paid entirely by the City.
 - C. **Health Insurance** shall be made available to each employee. The City Contribution towards the health plan is as follows:

<u>Family Status</u>	<u>City Contribution</u>
Employee only	Maximum City contribution equals the premium for Kaiser Permanente or for PERS Choice, which includes the MEC, for employee only.
Employee + one dependent	Maximum City contribution equals the premium for Kaiser Permanente or for PERS Choice, which includes the MEC, for employee + one dependent.
Employee + two or more dependents	Maximum City contribution equals the premium for Kaiser Permanente or for PERS Choice, which includes the MEC, for employee + two or more dependents.

An employee may use any benefit allowance stated above toward the cost of employer-provided PERS Health Insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

- D. **Dental Insurance** shall be made available to each employee. The City will pay the full cost of dental insurance for each employee and their dependents.
- E. **Life Insurance** shall be made available to each employee. The City will pay the full cost of life insurance to employees on the basis of 100% of the employee's annual salary up to a maximum of \$100,000.
- F. **Long Term Disability Insurance** shall be made available to each employee, premiums paid entirely by the City.
- G. **Medical Insurance Rebate** shall be provided to employees who are currently enrolled under a medical insurance program through a spouse or other source, and who elect to exchange their City-provided insurance for a cash rebate. The rebate shall equal \$250 per month if one or more family members are or would be covered in the City's plan and \$175 per month if the employee is or would be covered as a single in the program. The employee must demonstrate to the City Manager's satisfaction that the employee has, at a minimum, adequate health coverage in force at the point in time when the rebate is requested, and provided further that the employee provides evidence on an annual basis and to the City Manager's satisfaction that demonstrates the employee's adequate health coverage. If such evidence of coverage is not provided, then the rebate shall be discontinued until evidence is provided. As in the past, the City reserves the right to select the providers of the aforementioned insurance programs.

5. **Participation in PORAC Trust:** The City agrees to allow members of the Belvedere Police Officer's Association (BPOA) to participate in the Peace Officers Research Association of California (PORAC) Medical Expense Reimbursement Trust. The City agrees to contribute \$150 monthly on behalf of each BPOA member.
6. **Uniform & Equipment Allowance:** A uniform allowance to be provided to employees covered by this MOU shall be \$60/month. An equipment allowance of \$200/year shall be provided to employees covered by this MOU. The City shall defray 100% of the cost of personal body armor (i.e., bullet-resistant vests).
7. **Retirement:** The City shall continue as an employer under the provisions of the Public Employees Retirement System of the State of California (PERS). All employees hired on or after January 1, 2013, will be provided PERS retirement benefits in compliance with the 2012 Public Employees Pension Reform Act (PEPRA) as follows:
 - Employees classified as "New" under PEPRA will be covered by the PERS 2.7% at 57 plan.
 - Employees classified as "Classic" under PEPRA will be covered by the PERS 2.0% at 50 plan.

All employees hired on or after January 1, 2013, classified as "New" under PEPRA will pay at least fifty percent (50%) of the Normal Cost of their Plan as calculated annually by PERS.

Employees classified as "Classic" under PEPRA will pay the full PERS employee contribution amount of 9%. The City shall contribute 100% of the required employer contribution.

The City shall provide a supplemental retirement benefit for employees hired prior to January 1, 2013 through the Public Agency Retirement Services (PARS). Contributions for the PARS supplemental retirement system shall be paid by the City.

8. **Sick Leave:** Sick leave shall accrue at the rate of 8 hours per month and shall continue to accrue to a maximum of 1040 hours regardless of years of service.

The City further agrees to continue to have employees credited with additional service time for pension computation purposes upon retirement on a day-for-day basis with the credit based on accrued sick leave, not to exceed 1040 hours.

In the event a member of the BPOA suffers a non-work related catastrophic injury or illness and has exhausted all of his or her accrued sick leave credits, the City shall permit other individual members of the Belvedere BPOA to contribute up to 50% of their accrued sick leave to the seriously injured or gravely ill BPOA member, provided however that any such individual's contribution shall not exceed 40 hours in any given calendar year.

9. **Attendance Recognition Program:** The City recognizes employees who demonstrate an outstanding attendance record over a prior calendar year. Under this program, employees are allowed to convert a portion of their unused sick leave to pay or compensatory time-off. In order to be eligible for this recognition, an employee must have been a regular full-time or part-time paid employee of the City for the full preceding calendar year; and must have used 48 or fewer hours of sick leave during the preceding calendar year.

Employees have the option of buying back specified unused sick leave or converting that same amount to compensatory time on a straight time basis.

a. **Recognition Levels**

- i. **Level 1:** Employees who have not used any sick leave hours over the past year have the option to buy-back up to 40 hours of unused sick leave. The option to buy-back all 40 hours is subject to the requirement that the employee have a minimum balance prior to buyback of 80 hours of combined leave (vacation, sick, and floating leave). Those employees maintaining a combined account balance of more than 120 hours may buy-back up to 60 hours per year of sick leave.
- ii. **Level 2:** Employees who have used more than 0 but less than 24 sick leave hours over the past calendar year have the option to buy-back up to 24 hours of unused sick leave.
- iii. **Level 3:** Employees who have used more than 24 but less than 48 sick leave hours over the past calendar year have the option to buy-back up to 15 hours of unused sick leave.

Eligible employees will be provided with a letter in January from the Finance Department regarding the prior year's conversion options. Employees will be required to respond in writing to the Finance Department by the due date on the eligibility letter.

10. **Call Outs:** Employees who are called to work overtime on their regularly scheduled day off or during other off-duty hours shall be compensated for a minimum of four (4) hours, except when the call-out occurs within the four hour period immediately preceding a scheduled duty shift, in which event the employee shall be compensated only for the hours worked. Overtime shall commence at the time the employee arrives at the place he/she is directed to report and shall continue until he/she is released or the scheduled duty shift begins. Call outs shall not apply to firing-range qualification duty except in the case of the employee regularly assigned to the 2300 to 0700 hour shift. The term 'call-out' includes confirmed off-duty court appearances. A 'confirmed' court appearance is one whereby the employee telephones the D.A.'s office by 5 pm the day before the scheduled court appearance, in order to confirm the necessity of the appearance. The officer will so note the confirmation on his/her subpoena, and the subpoena will be attached to the Request for Overtime slip at the time of submission. If the court appearance is cancelled after the 5 pm confirmation is received, the employee will be compensated four (4) hours of overtime.

11. **Vacation Leave:** Vacation accrual rates shall be computed as follows:

Months of Service	Monthly Accrual Rate
0-12 months	6.67 hours
13-36 months	8.00 hours
37-120 months	10.00 hours
121-132 months	12.00 hours
132+ months	13.33 hours
180+ months	15 hours

The City shall count as years of service all full-time service a sworn peace officer has worked for the City.

12. **Hours of Work-Overtime:** The Belvedere Police Department will continue to work an alternative shift schedule. The alternative shift schedule shall consist of a total of 84 hours of work completed by each employee during each 14 consecutive calendar day period. The 84 hours of work may be completed by working a combination of four 12 hour and four 8 hour work shifts, or by working eight 10 hour work shifts during each 14 day period. For the purposes of the alternative shift schedule, the City elects to avail itself of the Federal Labor Standards Act public safety exception, (fourteen day work cycle). Overtime will be paid for those hours worked beyond an employee's assigned shift or for hours worked in excess of 84 hours during each 14 day work cycle. In computing whether an officer has worked overtime in any 14 day work cycle, vacation leave, sick leave, and compensatory time-off shall be included in the tabulation. Overtime compensation and compensatory time-off shall continue to be calculated at the time-and-a-half rate. Compensatory time shall be allowed to accrue to a maximum of 144 hours. The maximum of 144 hours of compensatory leave time may carry forward from year to year, provided the total accumulation never exceeds 144 hours.

Compensatory leave may be taken by the Police Officer, in increments he/she chooses, with prior permission from either the Sergeant or the Chief of Police. Police Officers shall request to be compensated either in cash or compensatory leave at the time the Overtime Request slip is submitted. Police Officers electing to be compensated in cash payment rather than in compensatory leave time will receive any accumulated overtime pay on their regular monthly paychecks.

13. **Deferred Compensation:** The City shall contribute up to \$150 per month on behalf of each employee into a City authorized deferred compensation program on a matching basis. Effective July 1, 2021, the City shall contribute \$185 per month on behalf of each employee into a City authorized deferred compensation program.

14. **Field Training Officer Incentive:** A Police Officer who undertakes the responsibility of a POST certified Field Training Officer shall be entitled to receive an additional 5 percent over base salary during the specific period that the police officer is engaged in conducting a field-training program. The Police Sergeant shall be entitled to an additional 3 percent over base salary during the specific period that the Police Sergeant is engaged in supervising a field-training program.
15. **Meals:** Whenever an employee is required to work 4 or more hours consecutive to his or her assigned shift, the City shall reimburse the officer for meal expenses up to a maximum of \$10.00 per occurrence upon submission of a proper receipt to the Chief.
16. **Holiday Pay:** All Holiday pay earned by the employees during the course of employment shall be paid as the holidays occur throughout the year. Employees shall be paid annually for 11 fixed holidays at 12 hours per holiday and will be paid whether or not the employee actually works on the holiday. In addition to the payment for the 11 fixed holidays recognized by the City, employees shall be entitled to 24 hours of paid floating personal leave days per year to be taken in accordance with established City personnel policies. In the event that floating personal leave days are cancelled pursuant to city business, they may carry over into the following year.
17. **Shift Differential Pay:** Police officers assigned to work the "Night Shift" (1900-0700 hours) shall be entitled to receive an additional 5% of base salary as shift differential pay. Police officers assigned to the "Cover Shift" shall be entitled to receive an additional 2.5% of base salary as shift differential regardless of hours worked; except if the cover officer is assigned to cover a "Night Shift" (1900-0700 hours). If the cover officer is assigned to work the "Night Shift" (1900-0700 hours) the rate will be paid at the night shift differential of 5%. Such shift differentials shall be paid only to police officers regularly assigned to work the above referenced shifts and shall not apply to officers working said shifts on an overtime basis, nor shall it apply to Police Sergeant or Trainee positions.
18. **Watch Commander Pay:** The Police Sergeant position shall be entitled to an additional 3% over base salary during the specific periods that the Police Sergeant is engaged as Watch Commander for the Police Department.
19. **Mileage Allowance:** All employees hired prior to June 30, 2016 shall be entitled to a monthly allowance of \$200 to offset travel/commute costs. Any position utilizing a City-issued vehicle shall not be entitled to the allowance. Employees hired after July 1, 2016 are not eligible for this benefit.
20. **Payroll Deduction for Dues:** The current method of payroll deduction for dues for the BPOA shall continue pursuant to Section 12.12 of the City of Belvedere Personnel Rules and Regulations.

21. **BPOA Use of City Resources**: The current practice of the BPOA using City resources for the purposes of representing the interests of the BPOA in relation to the City shall continue to be limited to the use of City paid time, facilities, and equipment in the furthering of employer-employee relations, and not for the purpose of internal employee organization business such as soliciting membership, campaigning for office, elections, and meetings of the membership, as long as such use does not interfere with the efficiency, safety and security of City operations.
22. **Bargaining Unit**: The provisions of Chapter 12 of the City Personnel Rules and Regulations notwithstanding, the bargaining unit represented by the BPOA shall include only sworn peace officers and no miscellaneous positions in the City.
23. **General Provisions**: Both parties understand that federal law, state law, City Ordinances, City of Belvedere Personnel Rules and Regulations, and written Police Department policy determine procedures and policy relating to the terms and conditions of employment, except as provided by this Memorandum of Understanding. Any and all prior provisions applicable to the positions covered under this resolution which are contained in any but the aforementioned sources and in this Memorandum are hereby made null and void.
24. **Special Details**: It is understood that the official policy of the City regarding contract details as covered by City Council Resolution 77-12 is as follows:
 - a. Unless the Chief of Police determines that a particular private function, party or activity constitutes a potential threat to the public peace and safety, the City will not contract to provide police personnel for security at a private function, party or activity.
 - b. Reserve or Explorer personnel would not be precluded from serving contract details through the City with approval of the Chief of Police.
25. **Duration**: Upon approval pursuant to Section 28 below, this Memorandum shall be effective July 1, 2020 and shall terminate June 30, 2023.
26. **Approval by Council**: This Memorandum shall be effective when signed by the President of the BPOA and the City Manager and ratified by the Belvedere City Council.
27. **Department Policy Manual**: The City agrees to have the BPOA review any prospective changes to the Department's policy manual before they are put into effect. Such review shall not diminish the City's right to impose changes to the manual whenever deemed appropriate by the City.
28. **Changes**: No changes or modifications shall be offered, urged or otherwise presented by the BPOA or the City during the term of this Memorandum.

**BELVEDERE PEACE OFFICERS
ASSOCIATION**

By: _____
Officer Andy Rosas
Belvedere Peace Officers Association

Dated: 5-27-2021

CITY OF BELVEDERE

By: _____
Craig Middleton
City Manager

Dated: 5/11/21

Table 1 – Salary and Benefit Table - BPOA (with proposed increases)
Based on current demographics of employees

Pay Item	Notes	Eligible Employees (of 5)	Calculation	Amount (\$)			
				Current	FY 2020/21	FY 2021/22	FY 2022/23
1. Salaries	N/A	5	by position and step	516,726	527,060	537,601	548,353
2. Longevity	Employees hired prior to 6/30/18	2	up to 5.0% of base pay	10,569	10,811	11,027	11,248
3. Educational Incentive	For 2 year degree or Intermediate POST	0	2.5% of base pay	-	-	-	-
3. Educational Incentive	For 4 year degree or Advanced POST	4	5.0% of base pay	20,966	21,885	22,813	23,749
4. Insurance Benefits	Not relevant for this comparison						
5. PDRAC Trust	N/A	5					
6. Uniform and Equipment	For uniforms	5	\$150/month	9,000	9,000	9,000	9,000
6. Uniform and Equipment	For equipment	5	\$60/month	3,600	3,600	3,600	3,600
6. Uniform and Equipment	For equipment	5	\$200/year	1,000	1,000	1,000	1,000
7. Retirement	CALPERS Normal Cost for Classic members - Employer share	2	18.15% FY21 18.19% FY22 18.20% FY23 (projected)	94,474	99,244	101,117	102,942
7. Retirement	CALPERS Normal Cost for PEPR members - Employer share	3	13.04% FY21 13.18% FY22 13.10% FY23 (projected)	39,739	40,594	41,630	42,666
8. Sick leave	Included in base pay calculations	5	N/A	-	-	-	-
9. Attendance Recognition	Maximum possible benefit shown	5	60 hours at straight pay	14,805	15,204	15,508	15,818
10. Call Outs	Rarely used - included in overtime calculation	varies	N/A	-	-	-	-
11. Vacation Leave	Included in base pay calculations	5	N/A	-	-	-	-
12. Overtime	Too variable to fairly compare						
13. Deferred Comp	Calculation modified at FY 2021/22	5	\$150/month \$165/month at FY22	9,000	9,000	13,500	13,500
14. FTO Incentive - Officer	Current year estimates plus 2% escalator	varies	5.0% of base pay	300	306	312	318
14. FTO Incentive - Sergeant	Current year estimates plus 2% escalator	varies	3.0% of base pay	200	204	208	212
15. Meals	Rarely used	varies		-	-	-	-
16. Holiday Pay	N/A	5	21 days at 12 hours each	31,792	33,468	34,317	35,290
17. Shift Differential	Current year estimates plus 2% escalator	varies	5.0% of base pay	16,151	16,354	16,563	16,773
17. Shift Differential	Current year estimates plus 2% escalator	varies	2.5% of base pay	3,284	3,451	3,520	3,591
18. Watch Commander	Sergeants only	2	3.0% of base pay	6,875	7,012	7,151	7,295
19. Mileage Allowance	Employees hired prior to 6/30/16	2	\$200/month	400	400	400	400
TOTAL PERSONNEL COST				738,131	752,013	768,667	781,064

Base salary	516,726	527,060	537,601	548,353
Pay additions	105,172	107,176	109,239	111,304
Retirement benefits	96,215	97,777	101,247	103,407
	718,113	732,013	748,087	763,064

Increase over base year 13,502 30,556 44,953 **89,411**