

CITY OF YUBA CITY
STAFF REPORT

Date: November 20, 2018
To: Honorable Mayor and Members of the City Council
From: Police Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Police Officers' Association and Police Sergeants' Side Letters

Recommendation: A. Adopt a Resolution approving a side letter for alternative work schedule with the Police Officers' Association

B. Adopt a Resolution approving a side letter for alternative work schedule with the Police Sergeants

Fiscal Impact: The revised shift schedule affords an opportunity for training, not on an overtime basis and therefore has the potential to reduce costs for overtime incurred for training purposes.

Purpose:

To implement alternative work schedules for the Police patrol division.

Background:

At the February 20, 2018 City Council meeting, City Council approved the Police Officers' Association (POA) Memorandum of Understanding (MOU) and the Police Sergeants' (Sergeants) Letter of Understanding (LOU). Since implementation of both the POA MOU and Sergeants' LOU, staffing levels have reached a level that will accommodate the implementation of an alternative work schedule for Sworn Members assigned to the patrol division.

Analysis:

As background, in April 2014, the Police Department received an Operational and Data Analysis Report conducted by the International City/County Management Association (ICMA.) This effort was undertaken to examine the potential for enhanced efficiencies within the Police Department. One of the recommendations proposed by ICMA was to consider an alternative to the current patrol division work schedule as a means of better deploying Police Department resources during periods of peak service demands.

Ultimately a 4/11-3/11 schedule was settled upon as not only meeting service delivery requirements, but it also affords the department an opportunity to meet the training needs of its officers and better accommodate both planned and unplanned leave without requiring backfill overtime. Additionally, built in training days provide the opportunity for the department to plan for and minimize impacts such as overtime.

The complete POA and Sergeants Side Letters are attached.

Fiscal Impact:

The revised shift schedule affords an opportunity for training, not on an overtime basis and therefore has the potential to reduce costs for overtime incurred for training purposes.

Alternatives:

Do not approve Police Officers' Association Side Letter and Police Sergeants Side Letter and provide staff direction.

Recommendation:

- A. Adopt a Resolution approving a side letter for alternative work schedule with the Police Officers' Association
- B. Adopt a Resolution approving a side letter for alternative work schedule with the Police Sergeants

Attachments:

- 1. Police Officers' Association Side Letter Resolution
- 2. Police Officers' Association Side Letter
- 3. Police Sergeants Side Letter Resolution
- 4. Police Sergeants Side Letter

Prepared By:

/s/ Brian Baker

Brian Baker
Police Lieutenant

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance
City Attorney

RB
TH via email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE POLICE OFFICERS' ASSOCIATION SIDE LETTER JULY 1,
2017 – JUNE 30, 2019 FOR ALTERNATE WORK SCHEDULE**

WHEREAS, the City recognizes the Police Officers' Association commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the 2014 ICMA Operational and Data Analysis Report recommended considering an alternative patrol work schedule for improved service efficiencies;

WHEREAS, Police Administration determined that the 4/11-3/11 patrol schedule will meet service needs and training requirements;

WHEREAS, the Police Officers' Association has agreed to the 4/11-3/11 patrol schedule and to amend the applicable language in their Memorandum of Understanding (MOU) via a Side Letter;

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

Approve the attached Police Officers' Association Side Letter.

Authorize staff to make any necessary clarifying language changes to the language in the Police Officers' Association Side Letter as long as the changes do not modify the Side Letter substantive terms or past practice.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 20th day of November 2018.

AYES:

NOES:

ABSENT:

Preet Didbal, Mayor

ATTEST:

Patricia Buckland, City Clerk

ATTACHMENT 2

**SIDE LETTER TO THE
MEMORANDUM OF UNDERSTANDING**

Between

The City of Yuba City

And

Police Officer Association

July 1, 2017 through June 30, 2019

The purpose of this side letter is to amend the language for Section 5, Work Schedules in the Memorandum of Understanding, July 1, 2017 – June 30, 2019.

Both parties have agreed to the below language:

ARTICLE 5 Work Schedules

5.1 Patrol

The City will adopt a FLSA 207(k) exemption with a 14 day work period for sworn personnel effective the second pay period in January 2019. Sworn patrol staff will work a 14-day work period consisting of 4-11s/3-11s workweeks. Sworn officers working in the Traffic Division or Detective Division will work various hours as determined by the department, with the same entitlement to overtime. An additional 9-hour shift will occur approximately every 3rd work period for purposes of training activities.

Assigned work schedules may be changed at the sole discretion of the Police chief subject to written notice to the POA for an opportunity to meet and discuss no less than 30 days prior to implementation.

5.2 Patrol Work Hours

It is the goal of the Police Department management to limit the standard police officer workday, inclusive of overtime, to a maximum of 14 hours on an assigned shift. While acknowledging this goal, it is also recognized that the inability to contact personnel, unforeseen requirements of service delivery and emergency situations could extend such working hours to 16. If an officer is required to work 16 hours within one workday, he/she will not be required to report back to work without an 8 hour break. If the 8 hours is within his/her regularly scheduled shift, the officer will be required to take the time off from his/her earned leave. Final determination of need requirements rests with the shift supervisor/manager who is held responsible for appropriate staffing to meet needs.

5.3 Overtime

Subject to the limitations below, sworn patrol employees will be eligible for overtime compensation. Sick leave hours will not be counted as hours worked for either sworn or non-sworn employees. This will limit a sworn employee's eligibility for overtime in any single 14-day work period (40 hours in one 7-day work period for non-sworn employees). All other forms of paid leave will be counted as hours worked. Overtime compensation is paid at time-and-a-half an employee's regular rate of pay.

Contract overtime occurs when an eligible employee works hours beyond their regular daily, assigned shift (for example: sworn employees—beyond 11 hour patrol shifts or 9 hour training shift, non-sworn—beyond 8) or when an eligible employee works additional hours on their scheduled days off (for example: a fifth 11-hour shift is worked during a week where the officer was originally assigned to work four 11-hour shifts). The recurring 9-hour training shift will be compensated at the base hourly rate not at the overtime rate.

Sworn employees who use sick leave in any 14-day work period are ineligible for shift overtime during that particular period until the number of overtime hours actually worked exceeds the number of sick leave hours used in that 14-day work period. This means that if a sworn officer calls in sick for a regularly scheduled 11-hour shift, then the sworn officer will not be eligible for overtime unless and until the officer works more than 11 overtime hours (i.e., by working past the end of a daily shift or by working an extra shift) during that 14-day work period.

“FLSA overtime” occurs when an employee actually works (i.e., not counting paid time off) beyond the maximum number of hours in the applicable work period (i.e. beyond 86 hours in the 14-day period for sworn, or beyond 40 hours in the 7-day work period for non-sworn.) Contract overtime hours that also contribute to FLSA-overtime for a given work period are paid only once at the premium rate. For example, if a non-sworn employee regularly scheduled to work five, 8-hour days Monday through Friday works 10 hours on Tuesday, the 2-hours of “shift” overtime also count as 2 hours of FLSA overtime, and thus are paid as overtime only once (i.e., a total of 2 hours of overtime for that week).

Hours worked on City-approved shift trades do not factor into any of these overtime calculations.

2. Remainder of Contract Not Affected.

All other provisions of the current Memorandum of Understanding between the City and the Police Officers Association shall remain unchanged.

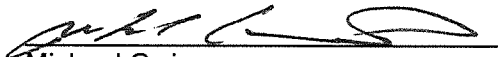
Date: _____

Date: 11/14/18 _____

CITY OF YUBA CITY

POLICE OFFICERS ASSOCIATION

Steven C. Kroeger, City Manager



Michael Gwinnup

Robin Bertagna, Director of Finance

David Santanna

Natalie Springer, Director of Human Resources

Bob Jarvis, Chief Negotiator

ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE POLICE SERGEANTS SIDE LETTER JULY 1, 2017 – JUNE
30, 2019 FOR ALTERNATE WORK SCHEDULE**

WHEREAS, the City recognizes the Police Sergeants commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the 2014 ICMA Operational and Data Analysis Report recommended considering an alternative patrol work schedule for improved service efficiencies;

WHEREAS, Police Administration determined that the 4/11-3/11 patrol schedule will meet service needs and training requirements;

WHEREAS, the Police Sergeants have agreed to the 4/11-3/11 patrol schedule and to amend the applicable language in their Letter of Understanding (LOU) via a Side Letter;

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

Approve the attached Police Sergeants Side Letter.

Authorize staff to make any necessary clarifying language changes to the language in the Police Sergeants Side Letter as long as the changes do not modify the Side Letter substantive terms or past practice.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 20th day of November 2018.

AYES:

NOES:

ABSENT:

Preet Didbal, Mayor

ATTEST:

Patricia Buckland, City Clerk

ATTACHMENT 4

**SIDE LETTER TO THE
LETTER OF UNDERSTANDING**

Between

The City of Yuba City

And

Police Sergeants

July 1, 2017 through June 30, 2019

The purpose of this side letter is to amend the language for Section 5, Work Schedules in the Letter of Understanding, July 1, 2017 – June 30, 2019 (“LOU”).

Both parties have agreed to the below language:

Article 5 Work Schedules

The City will adopt a FLSA 207(k) exemption with a 14 day work period for personnel effective the second pay period in January 2019. Staff will work a 14-day work period consisting of 4-11s/3-11s workweeks. Sergeants working in the Traffic Division or Detective Division will work various hours as determined by the department, with the same entitlement to overtime. An additional 9-hour shift will occur approximately every 3rd work period for purposes of training activities.

Assigned work schedules may be changed at the sole discretion of the Police Chief subject to written notice to the Sergeants for an opportunity to meet and discuss no less than 30 days prior to implementation.

Overtime

Subject to the limitations below, Sergeants will be eligible for overtime compensation. Sick leave hours will not be counted as hours worked and will limit an employee's eligibility for overtime in any single 14-day work period. All other forms of paid leave will be counted as hours worked. Overtime compensation is paid at time-and-a-half an employee's regular rate of pay.

Contract overtime occurs when an eligible employee works hours beyond their regular daily, assigned shift (for example: beyond 11 hour patrol shifts or 9 hour training shift) or when an eligible employee works additional hours on their scheduled days off (for example: a fifth 11-hour shift is worked during a week where the Sergeant was originally assigned to work four 11-hour shifts). The recurring 9-hour training shift will be compensated at the base hourly rate, not at the overtime rate.

Sergeants who use sick leave in any 14-day work period are ineligible for shift overtime during that particular period until the number of overtime hours actually worked exceeds the number of sick leave hours used in that 14-day work period. This means that if a Sergeant calls in sick for a regularly scheduled 11-hour shift, then the Sergeant will not be eligible for overtime unless and until the Sergeant works more than 11 overtime hours (i.e., by working past the end of a daily shift or by working an extra shift) during that 14-day work period.

“FLSA overtime” occurs when an employee actually works (i.e., not counting paid time off) beyond the maximum number of hours in the applicable work period (i.e. beyond 86 hours in the 14-day period.) Contract overtime hours that also contribute to FLSA-overtime for a given work period are paid only once at the premium rate. For example, if an employee regularly scheduled to work 4, 11-hour days Monday through Thursday works 11 hours on Saturday, the 11-hours of “shift” overtime also count as 11 hours of FLSA overtime, and thus are paid as overtime only once (i.e., a total of 11 hours of overtime for that week).

Hours worked on City-approved shift trades do not factor into any of these overtime calculations.

2. Remainder of Contract Not Affected.

All other provisions of the current Letter of Understanding between the City and the Police Sergeants shall remain unchanged.

Date: _____

Date: _____

CITY OF YUBA CITY

POLICE SERGEANTS

Steven C. Kroeger, City Manager

 11-14-18

Stephan Thornton

Robin Bertagna, Director of Finance

Bob Jarvis, Chief Negotiator

Natalie Springer, Director of Human Resources

Terrel Locke

From: Stephan Thornton
Sent: Thursday, November 15, 2018 2:18 PM
To: Terrel Locke
Subject: Sgts Side Letter

Mrs. Locke,

I signed the side letter Natalie sent me and forwarded it to Mr. Jarvis for his signature.

I am currently in Davis and will be back in town latter this after noon or evening. When I get back in town I can forward the document to you with my signature, if that will help.

Sent from my iPhone