

**City of Sutter Creek
and the
Sutter Creek Police Officers' Association
2024 Memorandum of Understanding Negotiations**

City's Last Best and Final Offer – October 3, 2024

The City hereby submits this settlement package proposal as the City's Last, Best and Final Offer (LBFO) for settlement on all terms for a new MOU. Items contained in this settlement package proposal are presented in no particular order. Any proposals exchanged in bargaining that are not the subject of a tentative agreement or included herein are *excluded*.

This LBFO / package proposal is issued on the understanding that the POA will consider ratification at a meeting planned for October 4, 2024. The POA shall notify the City regarding whether or not the LBFO is ratified as soon as possible, but no later than 12:00pm on Monday October 7, 2024.

If ratified by the POA, the LBFO shall be countersigned by the POA Chief Negotiator and shall become an Overall Tentative Agreement. Thereafter it shall be first presented to the City Council at the Regular Meeting scheduled on October 7, 2024.

If not ratified and/or the POA does not convey an update to the City by noon on Monday October 7, 2024 the City will consider the LBFO to be rejected and the Parties shall revert back to their respective positions formally held prior to all Settlement Packages (all prior settlement packages have been previously rejected).

Interest: Both parties, the City and the Association, are interested in a contract that is mutually beneficial for both the bargaining unit and the City.


Proposal:

The City proposes the following changes to the MOU:

1. Term / Salary Increase: A one-year agreement with Wages for all members of the Association increasing 6.25% to their base salary. (The increase shall be effective upon ratification).
2. Retiree Health Savings Account: The City will create a Retiree Health Savings Account for every member of the Association. The City will pay all associated fees to start the Account but will not contribute to the account. An annual \$25 administration fee per employee will be paid by the City. Every member of the Association will have twenty-five dollars (\$25) per pay period deducted pretax by payroll. Payroll will deposit the \$25 into the employee's account.
3. Take Home Car Policy: (Change in Bold) Police Officers are allowed to take their assigned patrol cars home, starting at the end of the first day of their respective work weeks and ending at the end of their last day of work in that week. Officers who choose to take their cars home during the work week are not considered on call, but agree to respond to the City if so requested by the Chief of Police or their designee to assist in an emergency. Based upon predicted staffing shortages and coverages, the Chief of Police or their designee can authorize an officer to take his or her patrol car home if there is a reasonable likelihood that the officer may have to respond to the City for official business during the officer's regularly scheduled time off. The take home car


program is a mutually beneficial arrangement that shall remain a discretionary benefit and can be terminated or suspended based upon a number of variable circumstances, including but not limited to the status of the fleet, personnel performance, discipline, and the needs of the organization. The Chief of Police shall be the decision maker for any variances related to the take home car program. **Based upon the immediate impact on public safety, the status of the fleet, personnel performance and discipline, the Chief of Police has the discretion to suspend or amend the administration of the program. In the event the Chief of Police intends to terminate the program entirely, this would be subject to meet and confer. All other operational adjustments shall remain at the discretion of the Chief of Police.**

4. Vacation as Time Worked for Computation of Overtime: Vacation hours paid will be treated as time worked for the purpose of calculating overtime. Overtime will be calculated over a 28-day work period, more than 171 hours worked will count as overtime.
5. Discipline Procedure to Include POBRA: Proposed redlines to a discipline policy that recognizes POBR (Police Officer Bill of Rights) will be added to the MOU is attached in the cover email. To the extent City rules and policies are modified by the MOU, the MOU prevails; however, City rules and policies that are not expressly modified by the MOU shall remain in full force and effect.
6. One-Time Retention Incentive: The City will provide a retention incentive payment to employees in the bargaining unit (BUE's). To be eligible to receive this incentive payment, each BUE must be employed by the City and a member of the unit on the date this LBFO is ratified by the City, and must continuously remain in the employ of the City (and in the unit) until the date the payment is made. Payment shall be in the amount of \$1,000.00 less any applicable taxes and shall not be pensionable compensation to CalPERS. Payment shall be made by the City in December 2024. [Note: this retention incentive one-time payment is included in this LBFO Settlement Package only. Retention incentives were not presented as regular proposals.

By: 
Tom DuBois, City Manager

POA ACCEPTANCE:

The above LBFO / Settlement Package has been ratified by the POA as an Overall Tentative Agreement on October 4, 2024.

By: 
Mark Bartley, POA Chief Negotiator