AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
Between
The City of St. Helena and
The St. Helena Police Officers Association

The City of St. Helena and the St. Helena Police Officers Association (POA) (collectively, "the parties") have previously met and conferred and agreed upon the current Memorandum of Understanding (MOU), for which the current term runs through June 30, 2020.

The parties have now meet and conferred further and have mutually agreed to amend the current MOU, to reflect their currently-existing agreement and understanding as follows:

ARTICLE 8 Salary
Section 8.1
The salaries provided for in Section 8.1 and Exhibit A to the MOU shall be modified by a 5% reduction effective July 1, 2020 through June 30, 2021. Further, all step increases for which POA employees would otherwise be eligible shall be suspended and not granted from July 1, 2020 through June 30, 2021. Eligibility for, and implementation of single step increases will resume effective July 1, 2021.

In exchange for a 5% reduction in salary, all unit employees will be provided with a bank of 13 days (104 hours) of leave ("Budget Reduction Bank Hours") that each employee must utilize by June 30, 2022. The Budget Reduction Bank Hours can not be cashed out and any unused amount will expire on June 20, 2022. Budget Reduction Bank Hours can be taken in increments of at least one (1) hour. Employees shall use the request and approval process applicable to vacation time to request use of Budget Reduction Bank Hours.

ARTICLE 11 Special Assignment
Section 11.6 (10) is to be updated as follows:

CITY will compensate the EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the prevailing minimum wage at the overtime rate of time and a half. As of January 1, 2020, the minimum wage is $13.00 per hour which equates to $19.50 per hour at time and a half. At this rate, the EMPLOYEE will be paid $19.50 per hour times 365 (days in the year) divided by the number of regular paychecks in the year (24), excluding the 3rd paycheck of the month which occurs twice annually. This rate calculates to $296.56 per regular paycheck, excluding the 3rd paycheck of the month which occurs twice annually.

As the prevailing minimum wage is adjusted, the same calculations shown above will be used to determine the new pay per paycheck.
ARTICLE 12 Educational Reimbursement
The education reimbursement provided for in Article 12 of the MOU shall be suspended July 1, 2020 through June 30, 2021.

ARTICLE 13 Sick Leave
Section 13.7
Effective July 1, 2020, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described in Section 13.7 of the MOU beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will permitted to be convert them in accordance with the provisions of Section 13.7.

ARTICLE 14 Vacation Leave
Section 14.4
Effective July 1, 2020 through June 30, 2022, the vacation accrual cap will be extended by 104 hours.

Section 14.5
Effective July 1, 2020 through June 30, 2021, vacation cashout provision applicable to current POA employees in section 14.5 of the MOU shall be suspended. Vacation leave shall continue to be paid out at separation from employment.

ARTICLE 29 Term
The term of the MOU shall be extended to June 30, 2022.

ARTICLE 30 (NEW) – MOU ROLL-UP PAY
The parties acknowledge that certain compensation elements provided in the MOU are calculated based on, or as a percentage of, an employee’s base pay – specifically overtime, bi-lingual pay, and longevity pay. These compensation elements will be negatively impacted by the salary concessions in Article 8. Therefore, at the end of Fiscal Year 2020-21, or at an employee’s separation from City employment (whichever occurs first), bargaining unit employees will each earn and the City will pay a one-time payment equal to the difference between what the employee would have made in Fiscal Year 2020-21 in overtime pay, bi-lingual pay, and longevity pay (combined) calculated at the employee’s June 30, 2020 rate of pay, and what the employee actually earned for these items (combined) in Fiscal Year 2020-21 calculated on the employee’s reduced July 1, 2020 rate of pay. Employees do not earn this additional compensation on an hourly basis as hours are worked, but rather as a lump sum earned when calculated at eligibility (i.e. at the earlier of separation or June 30, 2021.) This compensation is a one-time benefit that shall sunset automatically and be of no further force or effect after June 30, 2021.

ARTICLE 31 (NEW) – RESTORATION
Effective July 1, 2021, all concessions agreed upon in this amendment will be restored.
Furthermore, if during FY 2020-21, the City receives COVID-19 related federal relief revenues, COVID-19 related state relief revenues (other than the $75,000 accounted for in the adopted FY 2020-21 budget), increases in transient occupancy tax (TOT) revenues, or increases in sales tax revenues that collectively exceed $1,000,000 (net) beyond the FY 2020-21 budgeted amount of $3,746,907, the parties agree to restore all of the unused concessions agreed to in this Agreement (e.g. if 50 of the 104 Budget Reduction Bank Hours have been used, the employee will receive compensation for the remaining 54 Budget Reduction Bank Hours and any remaining Budget Reduction Bank Hours will be removed).

On a regular basis, at an agreed upon date and time, POA and the City of St. Helena will review the FY 2020-21 TOT and sales tax revenue forecasts compared to actual revenue received.

Except as expressly modified in this Amendment, the existing provisions of the MOU shall remain in full force and effect.

Date: 7-16-20

St. Helena Police Officers Association
Todd Heald

Date: 7-16-20

City of St. Helena
Mark T. Prestwich, City Manager