SUBJECT: AMENDMENTS TO EMPLOYEE PAY AND BENEFIT PLAN AND 
EMPLOYEE HEALTH PLAN DOCUMENT

SOURCE: Administrative Services/Human Resources

COMMENT: City representatives have recently concluded Meet and Confer Sessions on 
matters within the scope and purview of the Meyers-Milias-Brown Act 
with the Porterville Police Officers’ Association (P.P.O.A.), representing 
the General Series Employees, and a written Memorandum of 
Understanding (M.O.U.) has been executed with the P.P.O.A. covering 
matters pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed M.O.U. is most 
commonly demonstrated by Council authorization to change or amend, 
when applicable, those documents as are necessarily known to implement 
the points of agreement contained in the M.O.U.

RECOMMENDATION: That the City Council adopt the attached resolution amending the 
Employee Pay and Benefit Plan for Fiscal Year 2003-04, and the 
Employee Health Plan Document, and authorize the Mayor to 
execute these and other documents necessary to implement the 
provisions thereof.

ATTACHMENT: Draft Resolution

DCM _____ Appropriated/Funded _____ CM _____ Item No. 4
WHEREAS: The City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan, and Retirement Plan are essential for the proper administration of the City’s affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS: The City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of same; and,

WHEREAS: There has been concurrence on a Memorandum of Understanding with the Porterville Police Officers’ Association for the period from January 1, 2004, until June 30, 2004, covering provisions to amend the Employee Pay and Benefit Plan, and the Employee Health Plan Document, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan and the Employee Health Plan Document for employees holding positions designated in the General Series is hereby amended as follows:

I. EMPLOYEE PAY AND BENEFIT PLAN.

A. WAGE INCREASE.

Effective 01-01-04, the Employee Pay and Benefit Plan, Section II, A., Position Pay Plan Schedule, shall be amended to increase the base pay for the position of Police Officer by 2%.
B. CALL BACK FOR DETECTIVES.

Effective 01-01-04, Section II., H., of the Employee Pay and Benefit Plan shall be amended to wit:

If an employee in the classification of Police Officer assigned as a Detective is called back to work, the employee shall be paid for a minimum of four (4) hours at the rate of one and one-half (1½) times the employee’s hourly rate of pay, in accordance with overtime pay provisions in section C.2.

II. EMPLOYEE PAY AND BENEFIT PLAN, AND EMPLOYEE BENEFIT TRUST FUND (HEALTH PLAN DOCUMENT).

A. EMPLOYEE MEDICAL BENEFIT.

1. DEDUCTIBLE.

Effective 01-01-04 the Employee Pay and Benefit Plan, Section III., A., 1., and the Employee Benefit Trust Fund Document Section 1.02, Part A - Basic Medical Coverage, shall be amended as follows:

Deductible: $150 deductible per person per calendar year.
Maximum $300 deductible per family per calendar year.

III. STAFFING/SAFETY COMMITTEE.

The City and the Porterville Police Officers’ Association agree to establish a Staffing/Safety Committee to examine staffing in the Department and its relationship to officer safety. This committee shall be comprised of the Chief of Police and other command staff, as well as two members of the Porterville Police Officers’ Association. The committee shall commence its meetings shortly after January 1, 2004, and, based on the findings of this committee, the Chief of Police shall have a Department General Order in place no later than March 31, 2004, which will be used as the guideline for staffing levels.

IV. 3-12 AND 4-10 ALTERNATIVE WORK SCHEDULES.

A. THE PLANS.

1. DESCRIPTIONS.

a. The 3-12 Plan alternative work schedule will entail the establishment of four shifts. Notwithstanding staggered shift
assignments upon implementation and at six-month shift change intervals, a Police Officer working under the 3-12 Plan will ordinarily have alternating work week cycles as follows:

1. One 12-hour shift each day for three consecutive days, followed by four consecutive days off; then
2. One 12-hour shift each day for three consecutive days, followed by one 8-hour shift, and thereafter followed by three consecutive days off; or,
3. The reverse of (1). and (2). above.

In the aggregate, during each two-week cycle, officers will work 80 hours and have seven days off.

b. The 4-10 Plan alternative work schedule is applicable to Motorcycle and Detective assignments only, and is subject to variable, but consecutive, 10-hour work shifts. A Police Officer working under the 4-10 Plan will ordinarily have a work week cycle of one 10-hour shift each day for four consecutive days, followed by three days off.

2. OPERATIONAL DETAILS.

a. OVERTIME. Police Officers working the 3-12 Plan will receive overtime pay at the rate of one and one-half times their regular rate of pay for time worked in excess of 80 hours during their respective two-week work cycles; and, Police Officers working the 4-10 Plan will receive overtime pay at the rate of one and one-half times their regular rate of pay for time worked in excess of 40 hours in a week.

b. MEAL AND REST BREAKS. During both 12-hour and 10-hour shifts, officers will be provided with one 30-minute paid meal break, and two 15-minute paid rest breaks. Breaks cannot be accrued to be used consecutively during a shift, and if breaks are missed, such lost break time will not be paid as overtime. An 8-hour shift includes two 15-minute paid rest breaks.

c. SHIFT SELECTION. Shift assignments under the 3-12 and 4-10 Plans are split into two six-month intervals, i.e., from February through July and August through January, of each year. Shift selection for both intervals shall take place in January of each year. Shift selection for sworn personnel will be on a seniority basis, dependent upon assignment, i.e., Regular Patrol/Traffic/ OIC/K-9, with the most senior officer in each assignment selecting one shift assignment from each interval of the yearly schedule.
During the year, it is expected that personnel changes will occur due to personnel transfers, promotions, new hires, separations, etc. Officers transferring into the Patrol Division after shift selection has occurred will be assigned by a Department Manager/Supervisor in order to meet the needs of the Division. In addition, officers operating in a specialized assignment, such as Traffic, K-9 or OIC, may also be assigned to a specified shift based upon the needs of the Patrol.

d. **SHIFT CHANGES.** Shift changes under the 3-12 Plan are planned at six month intervals to provide equal access to weekend and week days off, and both a.m. and p.m. work schedules. Such shift changes are expected to occur at 0600 hours. The scheduled shift changes outlined in Section c. above will be posted as soon as possible in order to allow employees ample notification. During the year, situations will arise when it becomes necessary for Watch Commanders to adjust shifts or schedules with little advance notice to insure sufficient staffing levels for all shifts, and when such situations arise, it is agreed that prior notification to the officers involved will be provided at the earliest time possible.

e. **SHIFT PERIODS.** All 12-hour shifts will either be:

1. From 0600 hours to 1800 hours (Day Watch); or
2. From 1800 hours to 0600 hours (Night Watch).

f. **VACATION TIME.** Vacation time off will be scheduled on the basis of seniority and staffing requirements; however, approval of vacation requests of three (3) days or less will be determined by available staffing.

g. **SICK LEAVE NOTIFICATION.** Officers unable to report to work due to illness or injury must notify the Police Department of their incapacity not less than two hours prior to the beginning of their scheduled shift assignment.

h. **LEAVE DEDUCTIONS.** For Police Officers on either a 3-12 or 4-10 Plan alternative work schedule, leave deductions from appropriate leave banks accruing on the employees behalf, e.g., sick leave, vacation, family medical leave, bereavement leave, etc., shall be entered on the employees time sheets in time increments for such leave taken as is identical to the respective employees work schedule (e.g., an employee on the 3-12 Plan using one full day of
vacation shall charge 12 hours to their accrued vacation balance; and, an employee on the 4-10 Plan, if becoming ill and leaving work after 3 hours on the job, would charge 7 hours to their accrued sick leave balance).

B. PLAN PARTICIPATION. With certain exceptions, participation in the 3-12 and 4-10 Plan alternative work schedules are limited to Sworn Police Officers assigned to Detectives in the Investigative Services Division or Patrol in the Operations Division of the Porterville Police Department. Duty status exceptions to this rule include Sworn Police Officers:

1. While on Industrial Disability Leave (4850) of longer than one day.
2. While restricted to Light Duty Assignments.
3. While on Departmental Administrative Assignments.
4. While cited for Court Appearances of longer than one day.
5. When attending and/or teaching assigned training or a course of instruction or conference, etc., of longer than one day.

When Police Officers are reassigned from the 3-12 or 4-10 Plan alternative work schedules due to a temporary duty status exception, as hereinabove enumerated, they shall be assigned to a 5-8 shift schedule.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

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Richard M. Stadtherr, Mayor

Attest:

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Georgia Hawley, Deputy City Clerk