



Special City Council Meeting Agenda

Tuesday, October 08, 2024 at 4:00 PM

33 Church Street, Sutter Creek, CA 95685

The Agenda can be found on the City's Website: www.cityofsuttercreek.org

The City of Sutter Creek City Council Meeting will be available via Zoom and in person.

Join Zoom meeting: <https://us02web.zoom.us/j/9568520224>

Please note: Zoom participation is only available for viewing the Council meeting.

Public Comment will not be taken from Zoom

Or Dial by phone: 301-715-8592 | Meeting ID: 956 852 0224

Unless stated otherwise on the agenda, every item on the agenda is exempt from review under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

- 1. Call to Order and Establish a Quorum for a Special Meeting**
- 2. Pledge of Allegiance to the Flag**
- 3. Public Forum**

At this time, the public is permitted to address the City Council on items not appearing on the agenda. Comments may not exceed 5 minutes. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The City Council may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the City Council may discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2. Public comment on any item listed below shall be limited to five minutes, unless additional time is permitted by the Mayor/Council.

- 4. City Manager's Report**

This section is an opportunity to provide Council members with a brief status update on staff activities. No action is expected to be taken by the Council.

- 5. **Presentations- None**
- 6. **Approval of Minutes- None**
- 7. **Consent Agenda- None.**
- 8. **Ordinances and Public Hearing- None.**
- 9. **Administrative Agenda**
 - A. [Ratification of POA Agreement- for approval](#)

10. Mayor and Council Member Reports

This section is to provide Council members an opportunity to present updates on their activities and to request items be placed on future agendas.

11. City Attorney’s Report

This section provides an opportunity for the City Attorney to report on any activities or upcoming legislation of importance to the City. No action is expected to be taken by the Council.

12. Future Agenda Items

This section provides an opportunity for Council members to request items to be added to the agenda in the future with a majority Council vote.

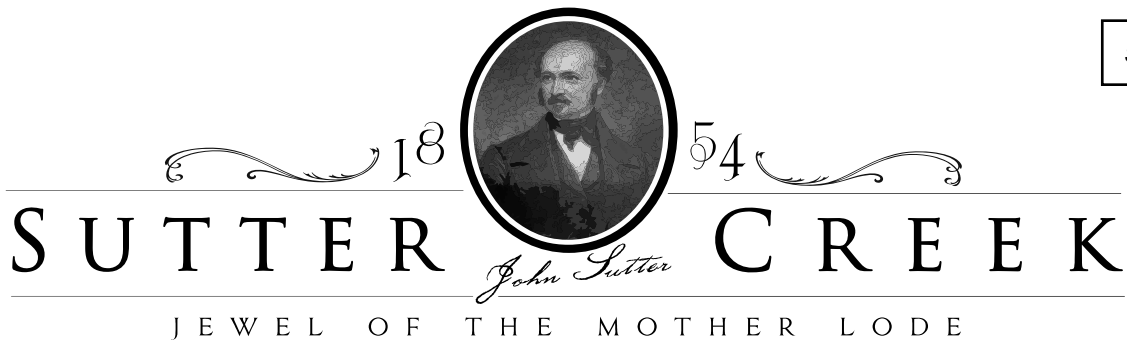
13. Information and Correspondence- None

14. Closed Session- None

15. Report from Closed Session- None

16. Adjournment

The next regularly scheduled meeting is Monday October 21, 2024.



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: October 8, 2024

FROM: TOM DUBOIS, CITY MANAGER

SUBJECT: RATIFICATION OF POA AGREEMENT

RECOMMENDATION:

Motion to ratify the POA agreement for one year from July 1, 2024 to July 1, 2025

BACKGROUND:

The City has been negotiating with POA over the last seven months. Council has met with the City Manager in Closed session throughout the process and given authority for negotiation specific terms. POA voted to accept the City’s Last, Best and Final Offer Friday evening Oct. 4, 2024.

DISCUSSION:

Negotiations involved a range of deal points including a salary increase, retire health care, take home car policy, what time counts toward overtime, discipline policy, and pension costs. Compensation surveys show that the City of Sutter Creek is behind the market significantly but the City does not have the revenue to keep up with comparable cities in the region.

Pension liabilities continue to grow as a percentage of the City budget. Method to manage the rate of that growth were a long topic of discussion that was ultimately not addressed in this negotiation. It is expected to be a primary topic in next year’s discussion.

The City is proposing to update its discipline policy as requested by the Police Officers Association. The City is maintaining its policy of no binding arbitration in this agreement. The car take home policy is being codified with details of operation managed by the Chief of Police. Finally a one time retention bonus is included.

BUDGET IMPACT:

Immediate budget impact is an additional \$33, 000 in the 2024-2025 budget. These are ongoing costs, not one time, which requires an ongoing annual funding source. Funds for this year will be taken from the general reserve. They must be budgeted in next years budget, impacting other expenses. Pension normal costs will increase each year going forward. Unfunded pension liability costs are difficult to calculate as they are based on actuarial assumptions. Current UAL for Safety is \$200,000 per year. Staff will do further analysis as part of the budgeting process on long term UAL impacts.

ATTACHMENT:

The signed MOU is attached along with proposed changes to discipline language.

**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.

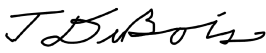
Proposal:

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 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

I) Discipline

A. Administrative Investigations

The City shall conduct administrative investigations in a respectful, fair, and impartial manner and in compliance with Section 3303 of the Public Safety Officer's Procedural Bill of Rights (Government Code 3300 et. seq.). Employees shall be advised of the nature of the investigation consistent with the requirements of Government Code Section 3303(c) and *Pasadena Police Officers Assn. v. City of Pasadena* (1990), *Hinrichs v. County of Orange* (2004). Employees shall be provided with an opportunity to review any statements, responses or information they previously provided in a first interview prior to being required to appear in any second or follow-up interview in the same investigation.

B. Skelly Hearings

An employee who is given a Notice of Proposed formal discipline above a letter of reprimand (i.e. proposed discipline involving a loss of pay, demotion or reduction in rank, or dismissal) shall have the option of requesting a Skelly Hearing by requesting a hearing within ten (10) calendar days of receipt of a letter of intent to discipline. The Skelly officer shall be the Chief of Police or designee. The meeting shall be informal, but the employee shall have the right to be represented at the meeting by the representative of their choice and may present evidence. Within ten (10) calendar days of the meeting, the Skelly officer shall issue a written response including their decision as to rescind, uphold, or modify the discipline. In cases where discipline is to be imposed, the response shall be accompanied by a final notice of disciplinary action.

C. Appeals of Discipline

1. Letters of Reprimand

An employee may request an administrative review of a letter of reprimand by submitting a request within fifteen (15) calendar days following the receipt of the letter of reprimand. The City Manager or designee shall schedule a meeting with the employee within fifteen (15) calendar days of receipt of the employees request for review. The meeting shall be informal, but the employee shall have the right to be represented at the meeting by the representative of their choice and may present evidence. The City Manager or designee shall issue a written decision within fifteen (15) calendar days following the meeting. In the event a written reprimand is upheld it shall be placed in the employee personnel file. Thereafter, the employee shall have, consistent with Government Code Section 3306, thirty (30) days to provide a response to the reprimand. The response shall be attached to the reprimand and be considered in any future proceedings that include consideration of the reprimand itself.

2. Formal Discipline Above a Letter of Reprimand

a. An employee may request an appeal of formal discipline above a letter of reprimand by submitting a request within fifteen (15) calendar days following the receipt of a final notice of discipline. The appeal of discipline shall be resolved by the City Manager or designee.

b. Formal Appeal Hearing

i. The hearing will be conducted in whatever manner will most expeditiously permit full presentation of evidence and arguments by the parties. This shall include discretion to determine the relevance and materiality of evidence offered during the course of the hearing. To the extent reasonably practicable, all evidence shall be taken in the presence of the City Manager and the parties.

Conformity to the legal rules of evidence is not necessary. The City Manager may request witnesses or documents upon his or her own initiative or upon request of any party after determining that the evidence is likely to be relevant to the dispute and is not subject to the attorney client privilege or exclusion as attorney-client work product.

ii. The decision of the City Manager shall be issued in writing, include an explanation in support of the decision, and shall be final.

D. Retention and Use of Discipline Documents

1. Discipline documents shall be retained as required by state law, however they may only be used for employment decisions for a limited period of time, as listed below. Use periods shall begin once a letter of intent is issued, or when the final letter is issued in cases where there is no letter of intent. Once the use period has ended, the employee may request that they be removed from the personnel file.. Documents that are removed from the employee's personnel file shall be archived following the completion of the use period and are not considered as a basis for progressive discipline in future discipline matters involving the same employee unless for the same workplace rule violations.

2. Use Periods

a. Documented Counseling and Letters of Retraining: Twelve (12) months.

b. Letters of Reprimand: Eighteen (18) months.

c. All other Discipline: Sixty (60) months.

E. Timeframes

1. All timeframes in this Policy shall be in calendar days unless the section specifies workdays.

2. All timeframes in this section are jurisdictional. In the event an employee fails to make a request for a pre-disciplinary appeal hearing, the employee shall be deemed to have waived all subsequent pre-disciplinary processes. In the event an employee fails to request an appeal to the City Manager within the required time period, the employee is barred from proceeding with all post-disciplinary proceedings and the proposed discipline shall become final without any further right to a hearing.