Council Member Hitchcock stated that she had recently attended a public hearing regarding the proposed Lodi Gas Storage proposal and stated that she feels there is a lot of concern in the community about the impact this proposed project would have on the City of Lodi. Council Member Hitchcock stated that she felt the City Council should take a stand on the matter and state that they are opposed to it. She suggested that this subject be placed on a future agenda.

Discussion followed with questions being raised about whether the City should involve itself as the proposed project is outside the City limits. Council Member Pennino cautioned the City Council about taking a position on this matter as the City is presently looking at a proposed transmission line that will be subject to review. Following additional discussion, there was a tacit concurrence that this subject should be placed on a future agenda.

15. CLOSED SESSION

Mayor Land adjourned the City Council meeting at approximately 11:35 p.m. to a Closed Session to discuss the following matters:

a) Conference with labor negotiator, Human Resources Director Joanne Narloch, regarding Lodi Police Dispatchers' Association (LPDA) pursuant to Government Code §54957.6

b) Conference with labor negotiator, Mayor Keith Land, regarding United Firefighters of Lodi (UFL) pursuant to Government Code §54957.6

c) Conference with labor negotiator, Human Resources Director Joanne Narloch, regarding Lodi Police Officers Association (LPOA) pursuant to Government Code §54957.6
This matter was continued to this agenda from the Special City Council meeting of October 19, 1999.

16. RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

The City Council meeting reconvened at approximately 12:20 a.m., and the following actions were disclosed:

In regards to items a) and b), there was no final action taken in these matters, and regarding item c) the City Council, on motion of Mayor Pro Tempore Mann, Land second, unanimously adopted Resolution No. 99-155 accepting the Lodi Police Officers' Association (LPOA) Memorandum of Understanding (MOU).

14. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at approximately 12:20 a.m., Thursday, October 21, 1999.

ATTEST:

Alice M. Reimche
City Clerk

RESOLUTION NO. 99-155

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING MEMORANDUM OF UNDERSTANDING FOR
THE POLICE OFFICERS ASSOCIATION OF LODI (POAL)

==========

BE IT RESOLVED, that the Lodi City Council does hereby accept the Memorandum of Understanding for the Police Officers Association of Lodi (POAL), effective October 4, 1999 through October 10, 2004, as shown on Exhibit A attached hereto.

Dated: October 19, 1999

==========

I hereby certify that Resolution No. 99-155 was passed and adopted by the City Council of the City of Lodi in a continued adjourned special meeting held October 20, 1999, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Mann, Nakanishi, Pennino and Land (Mayor)

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Alice M. Reimche
ALICE M. REIMCHE
City Clerk

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

POLICE OFFICERS' ASSOCIATION OF LODI

October 4, 1999 - October 10, 2004

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CITY OF LODI
AND
POLICE OFFICERS' ASSOCIATION OF LODI
1999 - 2004

CHAPTER 1 - SALARIES AND OTHER COMPENSATION

ARTICLE I - ABOVE CLASS PAY

1.1 All employees in this bargaining unit who are required to work in a higher class shall be paid an additional 5% of the employee's normal salary including any allowance or education incentive pay currently enjoyed by the employee if the position is vacant for more than 10 consecutive calendar days because of vacancy, illness, or industrial or non-industrial accident.

ARTICLE II - BILINGUAL OFFICERS

2.1 Officers who have demonstrated a conversational proficiency in Spanish or Punjabi shall receive an allowance of $150.00 per month above their normal base pay.

ARTICLE III - CALL BACK

3.1 Officers called to appear for work within two hours of the beginning of a shift, or one hour after the shift, shall receive overtime at the rate of time and one-half. Such appearances shall be reported as contiguous shift extensions. If the appearance begins more than two hours before or more than one hour after the scheduled shift, the employee will be credited a minimum of three hours at the time and one-half rate.

When an officer is ordered back to work on an "as soon as possible" basis and reports within thirty minutes, the officer shall be compensated from the time of the call.

ARTICLE IV - CANINE DUTY

4.1 The pay provisions for canine duty shall be regulated only by the following:

a. The City and POAL estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a weekly basis, is seven (7) hours. They agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized. The pay rate for the performance of such work shall be $5.75 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis, is $80.50. If the federal minimum wage increases, this hourly rate shall increase accordingly.

b. For purposes of calculating overtime for work performed by police officers in their capacity as police officers, the reference above shall be part of the base salary rate.

4.2 It is mutually agreed that assignments to the Canine program are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment.

4.3 Officers assigned to the Canine program shall continue in this assignment for a period of not more than five years and shall be compensated at the officer's regular rate of pay including appropriate education incentive pay. Upon completion of the fifth year, the officer's performance shall be evaluated, along with any other submitted applications of interest for the position of Canine, for the purpose of filling the position in the program. If no other applications of interest have been submitted for the position in the Canine program, the officer holding the position may be extended for a period of two more years whereupon another evaluation period, previously mentioned, shall commence. (The City reserves the right to conduct annual evaluations on Canine Officers.)

4.4 Officers assigned to the Equestrian Unit shall be reimbursed for the use of their horses at the rate of $40 per event. This shall be full compensation for the use of these animals for City business.

ARTICLE V - COMPENSATORY TIME

5.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.

5.2 No more than eighty (80) hours of compensatory time may be carried on the books at any time.

5.3 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

5.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE VI - COURT TIME

6.1 Police Officers scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-half for actual hours involved in such appearances. In no event shall they be paid for less than three hours.

6.2 Court appearances which are within two hours of the beginning of a shift or within one hour of the end of the shift shall be compensated at the time and one-half rate. Such appearances shall be reported as contiguous shift extensions.

6.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum three hours shall be paid.

6.4 Officers who receive a subpoena to appear in court, shall notify the Watch Commander of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

ARTICLE VII - EDUCATION INCENTIVE

7.1 Education incentive pay shall be as follows:

Bachelor's Degree	$110.00 per month
Advanced POST Certificate	$110.00 per month

No employee shall be entitled to additional pay provided in this paragraph until completion of the appropriate probationary period.

ARTICLE VIII - ARSON / EXPLOSIVE ORDINANCE INCENTIVE

8.1 Officers performing the Arson / Explosive Ordinance function shall be paid an incentive of an additional 2.0% of the employee's base salary.

ARTICLE IX - MOTOR OFFICERS

9.1 Officers assigned to the Motors Unit shall be compensated at the officer's regular rate of pay. In addition, the officer shall be credited with one and two-tenths (1.2) hours of overtime per week and it is mutually agreed this fully compensates the officer for the time taken for regular pre-shift preparation, washing, minor maintenance and in City transportation of the vehicle to repair facilities and any permitted transportation of the motorcycle to and from home. It is also mutually agreed that assignments to the Motor Unit are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment.

ARTICLE X - OVERTIME

10.1 Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. No employee on a disciplinary or medical leave will be

eligible to work overtime. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours illustrated below:

Work Schedule	Overtime
10 hours per day, 4 days per week	over ten hours in a day
9 hours per day, 9 days per period	over nine hours in a day

On the 9/10 work schedule there is one day employees work an eight (8) hour day. For purposes of overtime eligibility, hours worked in excess of eight (8) hours on this day shall be considered overtime.

10.2 Employees must work a minimum increment of fifteen (15) minutes beyond their regular work day to qualify for overtime pay. Thereafter, overtime shall be compensated in increments of thirty minutes.

ARTICLE XI - PERFORMANCE INCENTIVE BONUS

11.1 Definition

A Performance Incentive Bonus (PIB) is a monetary reward for meritorious performance above and beyond what is expected and required of all employees who satisfactorily meet the standards of their job.

Said bonus will be $1,000 for those employees who have completed the service requirements of ten (10) years, and $2,000 for those employees who have completed the service requirements of twenty (20) years.

Said bonus is not a part of base salary. Receipt of bonus for one (1) year does not affect the following year. Employees must submit a new application for each year they wish to be considered for the PIB.

It is understood that said bonus is discretionary, and based upon meritorious performance as described in the PIB evaluation criteria.

Employees who are granted a PIB by the evaluation committee, will be issued a separate check for the appropriate amount in November of each year of this contract.

11.2 Eligibility

To be eligible to apply for the bonus, employees must meet the following minimum qualifications:

1. Employees must have completed at least ten (10) full years of service in this bargaining unit with the City of Lodi by the beginning of the preceding time period being evaluated (i.e. to be eligible for consideration in November of 2000, an employee will have had to complete ten (10) full years of service by July 1, of 2000.)

2. Employees must have, at a minimum, a satisfactory rating in all areas evaluated on the performance evaluation.

3. Employees must possess an Intermediate Post Certificate.

4. Employees must have completed at least one Special Assignment.

5. Employees must not have received discipline issued beyond an oral reprimand or an Employee Performance Observation (EPO).

6. Employees must not have received a positive drug test.

7. Employees must be at work at least eight months during the qualifying period.

Employees must have met the above mentioned minimum qualifications by the beginning of the preceding time period being evaluated.

11.3 Evaluation of Applications (Process)

The PIB process will consist of a committee evaluation, conducted on a annual basis and will be based upon the preceding year's evaluation (July - June), and the events, activities, and actions during this same period of time.

An evaluation committee will be appointed to review and evaluate the applications. The evaluation committee will be composed of two (2) representatives from the POAL, two (2) representatives from Police Department management, and one (1) representative from the Human Resources Department.

Applications for PIB must be made in writing on the designated application form within the time period allotted by the evaluation committee.

Applicants will be evaluated only upon written documentation including but not limited to what is provided in applicants' application, their performance evaluation and any actions and events during the rating period including but not limited to the following: attendance, disciplinary actions, service awards, commendations, etc.

The criteria used by the evaluation committee will be determined and developed in advance of implementation by Human Resources and the Police Chief and subject to discussion with a representative from the POAL.

The decision of the committee will be relayed to each applicant in writing. The vote of the committee shall be in confidence. Members of the committee are obligated to maintain confidentiality in respect to all committee processes including voting. No committee member shall disclose to any person outside the committee any discussion of the committee or information on voting or specific votes of committee members.

The decision of the evaluation committee to grant or deny a PIB is final and binding, may not be appealed, and is not subject to any grievance procedure.

ARTICLE XII - POLICE CORPORALS

12.1 Corporals shall wear the insignia (two stripes) currently in use for the Field Training Officer and they shall receive an allowance equal to 6.0% of their normal base pay. It is mutually agreed that part of the Corporal duties are those of supervision in the absence of the Sergeant. It is also mutually agreed that Corporals shall not accept, investigate, or in any form, handle any matter of discipline.

ARTICLE XIII - SALARY

13.1 Effective the pay period beginning October 4, 1999, all salaries shall be increased by 3.5% (Attachment A).

13.2 Effective the pay period beginning October 2, 2000, all salaries shall be increased by 3.5% (Attachment A).

13.3 Effective the pay period beginning October 1, 2001, all salaries shall be increased by 3.5% (Attachment A).

13.4 Effective the pay period beginning October 14, 2002, all salaries shall be increased by 3.5% (Attachment A).

13.5 Effective the pay period beginning October 13, 2003, all salaries shall be increased by 3.5% (Attachment A).

SALARY SURVEY

The City and the POAL mutually agree that the salary survey cities shall be as follows:

* Chico
* Clovis
* Davis
* Fairfield
* Manteca
* Merced
* Modesto
* Redding
* Roseville
* Stockton
* Tracy
* Turlock
* Vacaville
* Visalia
* Woodland

ARTICLE XIV - SPECIAL ASSIGNMENT PAY

14.1 Officers assigned to the Detective Bureau and SWAT shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that assignments to the Detective Bureau and SWAT are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment.

ARTICLE XV - TUITION REIMBURSEMENT

15.1 The City shall pay the cost of tuition and books for two courses per semester at the tuition rate in effect at the California State University system under the following conditions:

1. Coursework must be job-related.
2. Coursework must be taken at an accredited college or university.
3. Coursework must be beyond the level of an Associate of Arts degree.

The Police Chief has the authority and discretion to define "job related" and to approve or disapprove requests under this section. The procedures and limitations of the City policy on tuition reimbursement shall apply to bargaining unit personnel.

ARTICLE XVI - UNIFORM ALLOWANCE

16.1 Effective January 1, 2000, the uniform allowance shall be $700 annually paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December. Thereafter, uniform allowances shall increase annually (paid quarterly in March, June, September, and December) according to the following schedule:
Effective January 1, 2001 - $800 annually.
Effective January 1, 2002 - $850 annually.
Effective January 1, 2003 - $900 annually.
Effective January 1, 2004 - $950 annually.

16.2 The City agrees to pay a sum of $1,200 to offset the initial uniform and equipment costs required for a Motor Officer and to pay an additional $200 quarterly uniform allowance for those officers assigned to Motors.

16.3 If a Motor Officer fails to complete an 18-month assignment he/she agrees to reimburse the City on a prorated basis for each month not completed. If he/she is relieved for lack of performance before the minimum 18 months, he/she shall also reimburse the City on the same prorated basis. If he/she completes the 18-month assignment the equipment becomes the officer's sole possession.

16.4 The City agrees to provide each officer a set of "Threat Level 3-A" body armor. When an employee is on patrol he/she agrees to wear his/her body armor. If an officer fails to wear the body armor he/she shall not be paid for each hour or part thereof that the body armor is not worn.

a. In that the City and POAL agree that officer safety is paramount, the City agrees to replace all ballistic vests prior to the end of the fifth year from the date of manufacture.

b. The City agrees to furnish each officer an SL-20 flashlight by Streamlight. The City agrees to exchange the flashlight battery and flashlight bulb upon request, but no more often than once in any twelve-month period.

16.5 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired.

16.6 Upon appointment to the classification of Police Officer or Police Officer Trainee, the individual will be given an amount equal to the annual uniform allowance for the sole purpose of purchasing City approved uniforms and equipment. The employee will not receive a quarterly uniform check until the next normal payment after 12 months of employment.

If the employee's employment is terminated for whatever reason during the first 12 months of employment, the entire uniform allotment will be deducted from the employee's severance pay.

CHAPTER 2 - LEAVES

ARTICLE XVII- CATASTROPHIC BANK

17.1 This bank is available for all sworn officers, including non-represented employees, who by reason of illness or non-industrial injury exhausts all employee benefits. This bank is funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation, and/or other time accumulated to another officer. All such transfers shall require approval of the City Manager or his designee.

"Catastrophic" is defined as being a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged illness or non-industrial injury which is estimated to last for at least thirty calendar days.

The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting officer's pay step.

All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following events occurs:

1. All leave balances, including both donated and accrued leave, are exhausted.

2. The employee returns to work.

3. The employee's employment terminates.

All donations must be a minimum of four hours and are irrevocable unless the employee is the recipient of the catastrophe bank.

To be eligible to receive this benefit the employee must have first exhausted all accrued time.

ARTICLE XVIII - FAMILY CARE LEAVE

18.1 Family Care Leave shall be granted in accordance with the laws of the State of California.

ARTICLE XIX - FUNERAL LEAVE

19.1 A permanent employee, including an employee on probation or a Police Officer Trainee, shall be permitted to use sick leave, vacation leave, holidays, or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three working days. The immediate family shall be limited to the following:

* Spouse
* Parent
* Child
* Grandparent
* Grandparent-in-law
* Grandchild
* Son-in-law
* Daughter-in-law
* Stepchild
* Brother
* Sister
* Half-brother
* Half-sister
* Parent-in-law
* Foster parent

Or a more distant relative who was a member of the employee's immediate household at the time of death.

19.2 A permanent employee, including an employee on probation or a Police Officer Trainee, shall be permitted to use sick leave, vacation leave, holidays, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect, but not to exceed one day.

ARTICLE XX - HOLIDAYS

20.1 Effective January 1 of each year, each represented member of the POAL shall be granted 12 days of holiday leave which may be taken on any day of the week depending on the needs of the service. For purposes of this section, a day shall be the equivalent of one assigned shift of work.

20.2 Police Officers assigned to patrol shall pick holidays by seniority, in one-shift increments, depending on the needs of the service. There shall be no fixed holidays during the year with the exception that the current practice of Thanksgiving, Christmas, and New Year's holidays be fixed (i.e. - the actual date on which the holiday falls is recognized and therefore taken) for officers assigned to Motors shall be continued.

Employees hired or separating from service mid-year shall be credited with holiday leave on a prorated basis with the exception that the three holidays fixed for Motor Officers shall not be prorated.

20.3 Officers assigned to special assignments shall observe the following holiday schedule:

New Year's Day	-	January 1
Presidents Day	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1st Monday in September
Thanksgiving Day	-	4th Thursday in November
Day after Thanksgiving	-	Friday following Thanksgiving Day
Christmas Day	-	December 25

If one of these days falls on a Saturday, the proceeding Friday shall be observed, and if one of these days falls on Sunday, the succeeding Monday shall be observed. Officers may take off four additional days during the year at a time mutually agreeable to the officer and his/her supervisor.

Employees hired mid-year shall be credited with the remaining fixed holidays in the calendar year, plus one additional holiday for each three-month period remaining in the year. Employees separating from service mid-year shall have the remaining fixed holidays in the calendar year plus one additional holiday for each three-month period remaining in the year deducted from their holiday leave balances.

20.4 If, during the last quarter of the calendar year, an officer's holidays are denied, and such holiday cannot be reasonably rescheduled for use prior to January 1st within five calendar days of the denial, those holiday hours may be carried over for use in the following calendar year.

20.5 If a Police Officer is transferred from patrol to special assignment or vice versa, the remaining holiday hours shall be adjusted to reflect an equivalent number of days.

ARTICLE XXI - LEAVE OF ABSENCE

21.1 The City and POAL mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with Section L, Leave of Absence, Administrative Policy and Procedure Manual.

21.2 The City interprets this section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

21.3 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status, shall not receive employer paid employment benefits. Health benefits may be continued at the employee's expense; however, employees placed in Leave Without Pay status due to disability shall receive a three-month extension of medical coverage at the employer's expense following the month in which the employee is placed in such status.

ARTICLE XXII - MATERNITY LEAVE

22.1 Police Officers who are working are entitled to use sick leave, vacation leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.

22.2 Police Officers are entitled to leave without pay or other benefits for up to four months from the date of disability for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the

employee's physician; however, the City may require verification of the extent of disability through a physical examination of the employee by a physician appointed and paid for by the City.

22.3 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided prior to an employee's return to work.

22.4 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to the City of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. The employee must also provide an estimate of the duration of the leave.

ARTICLE XXIII - SICK LEAVE

23.1 The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a benefit of paid time away from the work duties in the event of one of the following circumstances:

a. Actual illness or injury of the employee.

b. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's family member is incapable of independently attending such appointments.

c. Where the employee's medical attention to an immediate family member is required.

d. Emergency leave to the death or imminent death of family members.

23.2 Effective the pay period beginning October 4, 1999, all employees shall accumulate sick leave at the rate of 3.70 hours per pay period (96 hours per year).

23.3 Sick leave may be accumulated to an unlimited amount.

ARTICLE XXIV - VACATION LEAVE

24.1 Vacation accruals shall be as follows:

0-5 years	vacation shall be earned at the rate of 3.08 hours per pay period.
6-11 years	vacation shall be earned at the rate of 4.62 hours per pay period.
12-14 years	vacation shall be earned at the rate of 5.24 hours per pay period.
15-20 years	vacation shall be earned at the rate of 6.16 hours per pay period.
21 years	vacation shall be earned at the rate of 6.47 hours per pay period.
22 years	vacation shall be earned at the rate of 6.78 hours per pay period.
23 years	vacation shall be earned at the rate of 7.09 hours per pay period.
24 years	vacation shall be earned at the rate of 7.40 hours per pay period.
25 years	vacation shall be earned at the rate of 7.71 hours per pay period.

24.2 During the first continuous 12 months of employment, vacation days shall be earned but may not be taken. An employee who terminates employment for any reason during the first twelve months of employment shall be entitled to a payoff for vacation days on a prorated basis.

24.3 At the completion of 12 continuous months of employment, the employee is eligible to take his/her accrued vacation leave in accordance with department policy.

24.4 Vacation leave may not be carried over to the next calendar year in excess of the amount earned in a calendar year unless authorized by the City Manager.

24.5 All persons hired after October 10, 1994, shall only accrue a maximum of 6.16 hours of vacation per pay period.

CHAPTER 3 - RETIREMENT AND INSURANCE

ARTICLE XXV - CAFETERIA PLAN

25.1 The POAL and the City mutually agree to discuss the implementation of a cafeteria plan during the term of this agreement.

ARTICLE XXVI - CHIROPRACTIC INSURANCE

26.1 Chiropractic services may be received by employees and dependents. This benefit allows up to a maximum of 40 visits per calendar year. Co-payments for services are $10.00.

ARTICLE XXVII - DEFERRED COMPENSATION

27.1 The City agrees to allow employees to continue to participate in the City of Lodi's Deferred Compensation Plan as allowed by IRS Code 457(k).

ARTICLE XXVIII - DENTAL INSURANCE

28.1 The City agrees to provide a dental plan equivalent to the Delta Premier dental plan to all employees and their dependents. The City reserves the right to select any dental administrator.

28.2 The City shall pay the full cost for the employee dental premium and one-half the premium for dependents for the term of this agreement.

ARTICLE XXIX - FLEXIBLE SPENDING ACCOUNT

29.1 Members of this unit are eligible to participate in the City's Flexible Spending Account Program which allows employees to pay for unreimbursed medical costs, insurance premiums, and child care costs to be paid with pre-taxed dollars.

ARTICLE XXX - LIFE INSURANCE

30.1 The City agrees to provide each covered member a $25,000 accidental death policy in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.

ARTICLE XXXI- MEDICAL INSURANCE

31.1 The City shall offer medical insurance equivalent to the Health Net Plan known as FA with a pharmaceutical plan included to members of this unit. This plan includes an office co-pay of $5.00 and a pharmaceutical cost of $10.00 per prescription. If no equal alternative is readily available, the City and the POAL will meet to negotiate alternatives promptly. To the extent the provider discontinues or changes the medical plan coverage, these changes are not the responsibility of the City. The City shall however, make every effort to retain the medical plan as agreed to by the POAL and City.

An example of this type of change is:

Effective August 1, 2000, prescription drug charges are expected to be changed by Health Net as follows:

- $10.00 per prescription - generic drugs
- $15.00 per prescription - name brand formulary
- 50% of cost per prescription – drugs not on formulary

31.2 The City agrees to pay the full cost of employee's medical plan.
The employee is responsible for $20.00 per month for dependent coverage.

31.3 The City agrees to pay all increased costs of premiums for employees and dependent premium for the term of this MOU.

31.4 Employees shall be eligible for medical insurance the first day of the month next following the date the employee becomes a full-time probationary employee of the City.

31.5 Employees who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.

31.6 The City will make every effort to keep the POAL informed early of changes to coverage, premiums, or policies, and will notify the POAL of any such proposed change within ten days of receiving such notice. This includes forwarding copies of supporting documents, reports and periodic satisfaction surveys to the POAL within ten days of receipt of such supporting documents, reports and periodic satisfaction surveys.

ARTICLE XXXII - MEDICAL FRINGE

32.1 If an employee has no dependents or chooses not to cover dependents with medical insurance, the City will contribute $25.00 per pay period to the employee's deferred compensation account. If an employee elects not to be covered by medical insurance an additional $100.00 per month ($46.15 per pay period) will be contributed to the employee's deferred compensation account.

32.2 If both the employee and the employees spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 31.1 shall apply to the employee who is not the primary provider.

ARTICLE XXXIII - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

33.1 The City shall provide the PERS retirement program, commonly known as the "2% at 50" program. Said program shall include the following additional benefits:

1959 Survivors Benefits – third level
Single Highest Year
Sick Leave Credit

33.2 The City agrees to pay into each employee's PERS account 9%. This is understood to be the employee's normal retirement contribution.

ARTICLE XXXIV - SICK LEAVE CONVERSION PROGRAM

34.1 This section applies to all employees hired prior to October 10, 1994.

For all unused sick leave, a represented employee with ten years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) on the following basis:

Fifty percent (50%) of the dollar value of sick leave will be placed into a "bank" to be used for medical insurance premiums for the employee and dependents. For each year that an employee has been employed in excess of 10 years, two and one-half percent (2.5%) will be added to the fifty percent (50%) for valuing the size of the bank.

For example:

Officer Smith retires with 20 years of service and 1800 hours of sick leave. His/her monthly salary is $3,412.47 ($19.61 per hour).

1800 X .75 x $19.61 = $24,473.50

This amount will be reduced each month by the current premium for the employee and dependent until the balance is gone. In the event the retiree dies the remaining bank will be reduced by fifty percent (50%) and the survivor may use the bank until the balance is gone or may cash out the remaining balance.

34.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program (10 years) the surviving dependents have an interest in one-half the value of the bank as calculated in Section 33.1.

34.3 In accordance with the sick leave conversion provisions, a surviving spouse may at his/her own expense, continue medical insurance at the employee only premium for the same period as if the employee had not died.

34.4 A retired employee may choose to receive a cash settlement for unused sick leave at the rate of $.30 on the dollar. Under this provision, the employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current pay rate.

34.5 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 33.1 of this Article.

34.6 Employees may elect to add PERS credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after October 10, 1994. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 33.1, the City will report they have zero hours of unused sick leave.

ARTICLE XXXV - SURVIVORS MEDICAL BENEFITS

35.1 The City shall pay 100% of the premiums for health and dental benefits described in this MOU for the surviving spouse and any minor children of any member of the POAL who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:

(1) the children become adults, or

(2) the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XXXVI - VISION INSURANCE

36.1 The City agrees to provide, at its expense, a Vision Care Plan equivalent to the VSP Plan B with a $25.00 deductible for employee and dependents. The entire premium shall be paid by the City. The City reserves the right to select any vision carrier.

CHAPTER 4 - SAFETY

ARTICLE XXXVII - SAFETY COMMITTEE

37.1 The City and the POAL are firmly committed to maintaining a safe and healthful working environment and both jointly are committed to ensuring the safety and health of City employees and provide a safe and healthful work environment.

In order to carry out this goal, a department safety committee shall be formed whose duty it shall be to ensure that work place hazards are identified and abated in a timely manner.

This safety committee shall be chaired by the "Administrative Sergeant" and shall consist of three (3) Police Officers, one (1) Lieutenant, one (1) Captain, and three (3) non-sworn members of the department.

CHAPTER 5 - WORK HOURS

ARTICLE XXXVIII - HOURS OF WORK

38.1 Patrol Officers shall work a "10-4" plan. Officers assigned to the Investigations Bureau will work a "9-80" work schedule.

38.2 The work period for safety employees will consist of fourteen days (coincides with bi-weekly pay period). This work period shall be from Sunday through Saturday.

38.3 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the "needs of the service".

38.4 The City and the POAL mutually agree that split shifts are very stressful and may cause health problems. Consequently, officers shall not work split shifts except during cases of an emergency nature. Specifically and for training purposes only, this provision does not apply to the Canine Officer assigned to Graveyard (2200 hours to 0800 hours) with Thursday's and Friday's off in order to better facilitate training.

38.5 All employees in the classification of Police Officer or Police Corporal, shall select annually, beginning in the month of September, for at least a one year period, their preferred team assignment, days off sequence, holidays, and vacations on the basis of their seniority and the "needs of the service". (Seniority shall be defined as follows: Total time in service as a member of the bargaining unit. Should a member of the POAL leave membership for any reason and return to membership within twelve months, seniority shall be as if the member never left.)

CHAPTER 6 - ASSOCIATION/CITY ISSUES

ARTICLE XXXIX - ASSOCIATION TIME

39.1 Individual bargaining unit members may donate from their accrued vacation leave, holiday leave, or compensatory time off up to a total of 600 hours per calendar year for Association business directly related to representation of Lodi Police Officers. The President of the POAL may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed that additional members may be absent. Five days advance notice of use of time shall be given. The time may be used only in hourly increments with a two-hour minimum.

39.2 The POAL has the right to purchase additional time at the rate of 150% of base pay.

39.3 Except in cases of an emergency, the President of the POAL shall be granted one day per week wherein half of one day's shift per week may be used for the performance of the duties of the office of President of the POAL. This time shall be scheduled at a time mutually agreed upon between the POAL President and the Chief of Police or his designee. Such time shall be charged to the Association time bank.

ARTICLE XL - BENEFICIAL PAY PRACTICE

40.1 If the department, in its sole discretion, wishes to implement a new beneficial pay practice, it will notify the POAL and provide an opportunity to meet and confer.

ARTICLE XLI - CHANGES IN THE MEMORANDUM OF UNDERSTANDING

41.1 The City and the POAL agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the POAL.

ARTICLE XLII - CITY RIGHTS

42.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to, the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion and the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provided, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XLIII - CONCERTED ACTIVITIES

43.1 The POAL and employees agree that they will not engage in any strike, sympathy strike, slowdowns, work to rule, "blue flu", or other concerted withholding of services. In the event of any such activity, the POAL will take any such activity to a cessation immediately. The association and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct which may lead to discipline up to termination.

ARTICLE XLIV - EMPLOYEE REPRESENTATION

44.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Police Officers' Association of Lodi (POAL).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to signing this agreement. City will meet and confer before changing a policy or general order that is subject to meet and confer under the Meyers-Milias-Brown Act.

The terms and conditions of this MOU are applicable to Police Officer Trainee, Police Officer Trainee II, Police Officer and Police Corporal.

It is mutually agreed that this document supersedes all previous MOU's and all practices not defined in this MOU.

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the POAL agree and understand that if any section of this MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, City resolutions, or City ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on an issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

44.2 The City and the POAL mutually agree that the City shall grant dues deduction to City employees who are members of the POAL in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The POAL shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the POAL shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. An authorization for payroll deductions may be canceled or modified upon written notice to the City and the Association before the 20th day of the month in which the cancellation is to become effective, subject to the provisions of this article. Any dues check-off cancellation or modification notice shall first be forwarded to the POAL for notation and then returned to Payroll prior to any change in a members dues check-off.

44.3 The City shall make available a period of one hour to the association in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other association benefits, and the responsibilities of the employee and the organization of the association with an end toward having an employee who would become a better association member and a better employee.

44.4 All new hires in the classification of Police Officer Trainee shall remain in this category until they have completed their field training program and been certified to work as a Police Officer.

44.5 For purposes of continued certification of the POAL as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with the POAL for the life of this MOU except that any unit employee may withdraw from membership not earlier than ninety days nor less than sixty days before the expiration of this MOU. Such withdrawal must be in writing and delivered to the POAL. A copy of the request shall be forwarded to the Finance Department upon receipt by the POAL.

44.6 The City agrees to recognize the POAL representatives for the purpose of representing members of the POAL on all matters relating to the administration of this MOU, and, upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with Article XLV of this MOU.

ARTICLE XLV - EMPLOYEE RIGHTS

45.1 The City agrees that all disciplinary actions shall be taken in a timely manner, recognizing that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action. This process also includes investigations of the complaint, recommending discipline to the office of the Police Chief, and the imposition of discipline.

45.2 The City shall abide by the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.), and such is hereby incorporated into this MOU.

45.3 It is understood by both parties that the POAL, in addition to any other rights herein specified, has the following rights:

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment.

2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.

3. With an employee's written consent, an authorized POAL representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

The City agrees to recognize the POAL representatives for the purpose of representing employees on all matters relating to the administration of this MOU; and, upon the request of an employee on adverse actions and other matters which may be or are on appeal in accordance with Article XLV of this MOU.

45.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.

45.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The POAL similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.

45.6 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

ARTICLE XLVI - GRIEVANCE PROCEDURE

46.1 Intent and definitions of this section:

a. This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, Letters of Understanding, and formal interpretations and clarifications executed by the POAL and the City.

b. The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

c. A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the POAL involving the interpretation, application, or enforcement of the express terms of this MOU and other terms and conditions of employment and matters of discipline.

d. As used in this procedure, the term "party" means an employee, the POAL, the City, or their authorized representatives. The employee is entitled to representation through all the steps in the procedure.

e. As used in this procedure the term "working days" refers to Monday through Friday, excluding City recognized holidays.

46.2 Grievance Procedure

A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to City management through the grievance procedure regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.

B. Informal Grievance. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) working days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) working days of the unsuccessful discussion and so on, until the employee reaches the Police Chief. The decision of the Police Chief regarding an informal grievance shall be final unless the employee files a formal grievance. A request for the grievance to be presented in writing may be made at any supervisory level and shall be made prior to filing a formal grievance.

C. Formal Grievance

1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager or designee within ten (10) working days after the final decision on the informal

grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager or designee shall meet with and respond in writing to the employee within ten (10) working days of the receipt of the grievance.

2. A grievance may be appealed to arbitration. Only the POAL may appeal to arbitration, and must notify the City within ten (10) working days after the decision of the City Manager.

3. Selection of Arbitrator. Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached, the parties shall immediately and jointly request a panel of five arbitrators from the State Conciliation and Mediation Service and shall alternately strike names until one name remains. The order of striking shall be determined by lot.

46.3 Discipline

A. Discipline in General. Causes for disciplinary action are specified in the Rules for Personnel Administration (RPA) and the Department's policy manual. Disciplinary action includes but is not limited to written reprimands, demotion, suspension, or discharge of the employee. The causes cited in the RPA and policy manual are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the written list of causes, in which the City may find it necessary and appropriate to initiate disciplinary action.

B. Right of Appeal

1. Any employee shall have the right to appeal an EPO to the Division Commander (or Police Chief if issued by Division Commander). Any employee shall have the right to appeal a written reprimand through the chain of command up to the Police Chief or his designee. The decision of the Police Chief is final and binding and not subject to further appeal. The appeal process timeline is as specified in #2a and #2b.

2. Any employee in the POAL bargaining unit shall have the right to appeal disciplinary action above a written reprimand as follows:

   a. An employee must submit, in writing, to the Division Commander the appeal, clearly stating the basis and requested action within ten (10) working days after receiving the notice of discipline. The decision of the Division Commander will be issued within ten (10) working days of receipt of appeal.

   b. The Division Commander's decision may be appealed to the Police Chief or his designee by filing in writing within ten (10) working days after issuance. The Police Chief will schedule a meeting with the employee and hear all evidence germane to the dispute. Thereafter, the Police Chief will decide the matter within ten (10) working days.

   c. The Police Chief's decision may be appealed to the City Manager or his designee by filing in writing within ten (10) working days after issuance. The City Manager will respond in writing within ten (10) working days of receipt of the appeal.

   d. The City Manager's decision may be submitted to arbitration as the final level of appeal for disciplinary action. Only the association may appeal to arbitration and must notify the City within ten (10) working days of the date of notice from the City Manager.

C. <u>Conduct of Appeal Process</u>

1. Failure by either party to meet the established time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

2. The time limits specified may be extended by mutual agreement between the parties.

D. Arbitration Process Guidelines

To insure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion, or award orally upon submission of the arbitration.

b. Both parties and the arbitrator may tape record the hearing.

c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

d. In grievance arbitration, the parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.

e. The strict rules of evidence are not applicable and the hearing shall be informal.

f. The parties have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.

g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.

h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the employer's representatives.

i. The arbitration hearing will be held on the employer's premises.

j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and it shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations, and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

The arbitrator's decision shall be final, binding, and precedential and the arbitrator's decision shall possess the authority to make an employee whole to the extent such remedy is not limited by law, including the authority to award back pay, reinstatement, retroactive promotion where appropriate, and to issue an order to expunge the record of all references to a disciplinary action if appropriate.

The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the case.

By filing a grievance or appealing a disciplinary action to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than is provided by this grievance/arbitration procedure. The processing of a grievance to arbitration shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE XLVII - LAYOFF PROCEDURE

47.1 In the event that reductions in rank or layoffs of Police Unit personnel are necessary, the following procedure shall be followed:

a. Any reduction in rank shall be based entirely on seniority. The employee having the least classification seniority shall be reduced first and transferred to the next lower classification to which he/she previously worked.

b. If an employee is reduced in rank he/she shall not be laid off until all other employees of similar rank to which he/she was reduced have been laid off (i.e., if a Police Sergeant is reduced in rank to Police Officer, he/she must then be the last Police Officer to be laid off, regardless of the seniority of the other Police Officers).

c. All layoffs of Police personnel within the seniority span of service shall be by merit (at the discretion of the City Manager upon the recommendation of the Police Chief). The seniority spans of service are as follows:

1) All Police Officer Trainees based on seniority; then
2) All Police Officers on probation (one-year period);
3) All personnel with less than two years seniority; then
4) All personnel with two to three years seniority; then
5) All personnel with three to six years seniority; then
6) Personnel with more than six years shall be laid off by seniority.

Before any employee of a higher seniority group is laid off, all persons in the junior group must be laid off first.

d. Reinstatement shall be in reverse order of layoff or reduction in rank (i.e., the last Police Officer to be laid off would be first Police Officer reinstated.)

ARTICLE XLVIII - PROBATIONARY PERIOD

48.1 During the probationary period, the probationary employee shall be entitled to sick leave benefits. Employees shall be eligible to be considered for a merit increase upon the

successful completion of probation. Nothing herein shall be deemed to alter the terms or conditions of the probationary period following promotion.

ARTICLE XLIX - REST PERIOD

49.1 The intent of the rest period is to ensure that the officer is adequately rested for his/her assigned work shift.

a. Officers will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:

1) the time period that officer's regular work shift ends and his/her scheduled appearance/ assignment time; or
2) the time period that officer is dismissed and his/her regular work shift begins.

This rest period will not be charged to the officer.

b. If an officer receives approval to take the remaining portion of his or her scheduled shift off, the officer's leave balances will be charged for the entire shift (as if no rest period has occurred).

c. The rest period does not apply when an officer is scheduled for court or appearance/ assignment the day immediately following a day off.

49.2 If an officer is called to duty or remains on duty for any reason within that rest period or into his/her normal shift, he/she shall be compensated at 150% of his/her normal rate of pay.

49.3 To the extent shift scheduling allows, the City will endeavor to grant each officer, below the rank of Sergeant, desiring to utilize his/her lunch time as part of a personal fitness program, permission to combine his/her 15-minute break with his/her 45-minute lunch period for this purpose.

ARTICLE L - SEVERABILITY

50.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

ARTICLE LI - TERM

51.1 Covering the period beginning October 4, 1999 through October 10, 2004.

51.2 The POAL and City mutually agree to commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

POLICE OFFICERS' ASSOCIATION OF LODI

Mike Morris, Police Officer
President Lodi Police Officers' Association

Date_____

Brian Scott, Police Officer

Date_____

Harry Webb, Police Officer

Date_____

Chris Jacobson, Police Officer

Date_____

CITY OF LODI

Joanne M. Narloch
Human Resources Director

Date_____

Jerry Adams, Police Captain

Date_____

Kirk Evans, Senior Management Analyst

Date_____

Approved as to form:

Randall A. Hayes, City Attorney

Date_____

ATTACHMENT A

TITLE	OCC	RATE	A	B	C	D	E
Current							
Police Corporal	310		3,466.35	3,639.67	3,821.63	4,012.69	4,213.34
Police Officer	306		3,270.14	3,433.63	3,605.32	3,785.57	3,974.83
Police Officer Trainee I	307		2,824.84	2,966.10	3,114.39	3,270.11	3,433.63
Police Officer Trainee II	308		2,824.84	2,966.10	3,114.39	3,270.11	3,433.63
Oct-99							
Police Corporal	310	3.5%	3,587.67	3,767.06	3,955.39	4,153.13	4,360.81
Police Officer	306	3.5%	3,384.59	3,553.81	3,731.51	3,918.06	4,113.95
Police Officer Trainee I	307	3.5%	2,923.71	3,069.91	3,223.39	3,384.56	3,553.81
Police Officer Trainee II	308	3.5%	2,923.71	3,069.91	3,223.39	3,384.56	3,553.81
Oct-00							
Police Corporal	310	3.5%	3,713.24	3,898.91	4,093.83	4,298.49	4,513.44
Police Officer	306	3.5%	3,503.06	3,678.19	3,862.11	4,055.20	4,257.94
Police Officer Trainee I	307	3.5%	3,026.04	3,177.36	3,336.21	3,503.02	3,678.19
Police Officer Trainee II	308	3.5%	3,026.04	3,177.36	3,336.21	3,503.02	3,678.19
Oct-01							
Police Corporal	310	3.5%	3,843.20	4,035.37	4,237.11	4,448.94	4,671.41
Police Officer	306	3.5%	3,625.66	3,806.93	3,997.28	4,197.13	4,406.97
Police Officer Trainee I	307	3.5%	3,131.95	3,288.57	3,452.98	3,625.63	3,806.93
Police Officer Trainee II	308	3.5%	3,131.95	3,288.57	3,452.98	3,625.63	3,806.93
Oct-02							
Police Corporal	310	3.5%	3,977.72	4,176.61	4,385.41	4,604.65	4,834.90
Police Officer	306	3.5%	3,752.56	3,940.17	4,137.19	4,344.03	4,561.21
Police Officer Trainee I	307	3.5%	3,241.57	3,403.67	3,573.83	3,752.53	3,940.17
Police Officer Trainee II	308	3.5%	3,241.57	3,403.67	3,573.83	3,752.53	3,940.17
Oct-03							
Police Corporal	310	3.5%	4,116.94	4,322.79	4,538.90	4,765.82	5,004.13
Police Officer	306	3.5%	3,883.90	4,078.08	4,281.99	4,496.07	4,720.85
Police Officer Trainee I	307	3.5%	3,355.02	3,522.80	3,698.92	3,883.86	4,078.08
Police Officer Trainee II	308	3.5%	3,355.02	3,522.80	3,698.92	3,883.86	4,078.08

ATTACHMENT B

SIDE LETTER RE EXCEPTION TO ARTICLE V
BETWEEN
THE CITY OF LODI AND THE POLICE OFFICERS ASSOCIATION OF LODI

The following individuals will be excepted to this policy during the course of this agreement:

1. Mark Clary
2. Tom Harper
3. Diane Dutra

Said employees will be allowed to maintain a balance of 200 hours of compensatory time. The POAL and the employees understand and agree that the above mentioned employees may not cash this time out and that any overtime hours worked in excess of 200 hours so reflected on payroll will be paid out in cash as it is earned.

The above mentioned employees will sign an agreement with the City regarding the aforementioned terms and conditions and such agreement will be strictly binding between the City, employees, and the POAL.

Dated:_____

Joanne M. Narloch, Human Resources Director
City of Lodi

Dated:_____

Mike Morris, President
Police Officers Association of Lodi

ATTACHMENT C

SIDE LETTER RE PROMOTIONAL EXAMINATIONS
BETWEEN
THE CITY OF LODI AND THE POLICE OFFICERS ASSOCIATION OF LODI

On promotional examinations for positions represented in this bargaining unit (Police Corporal) the certification process will be as follows:

1. For one vacancy, the top five highest scoring applicants will be certified to the Police Chief for a hiring interview.

2. In the event of more than one vacancy at the same time, two additional names will be certified for each additional vacancy. For example, if there are two vacancies, seven (7) names shall be certified, three (3) vacancies, nine (9) names, etc.

3. It is understood and agreed that the Police Chief has the sole right to select any of the eligibles certified to him in compliance with the Rules for Personnel Administration and other applicable law.

Dated:_____

Dated:_____

_____
Joanne M. Narloch, Human Resources Director
City of Lodi

_____
Mike Morris, President
Police Officers Association of Lodi