RESOLUTION NO. 99-189

A RESOLUTION OF THE LODI CITY COUNCIL
RECEIVING MEMORANDUM OF UNDERSTANDING FOR
THE LODI POLICE DISPATCHERS' ASSOCIATION (LPDA)

==========

BE IT RESOLVED, that the Lodi City Council does hereby receive the Memorandum of Understanding (MOU) for the Lodi Police Dispatchers' Association (LPDA) as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED, that said Memorandum of Understanding shall be effective November 1, 1999 through November 7, 2004.

Dated: November 23, 1999

==========

I hereby certify that Resolution No. 99-189 was passed and adopted by the City Council of the City of Lodi in a special meeting held November 23, 1999, by the following vote:

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

NOES: COUNCIL MEMBERS – Nakanishi

ABSENT: COUNCIL MEMBERS – Mann

ABSTAIN: COUNCIL MEMBERS – None

Alice M. Reimche
ALICE M. REIMCHE
City Clerk

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI POLICE DISPATCHERS ASSOCIATION

November 1, 1999 – November 7, 2004

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Attachment A Salary Schedule

CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
1999-2004

CHAPTER 1 – SALARIES AND OTHER COMPENSATION

ARTICLE I – BILINGUAL PAY

1.1 Unit members who have demonstrated a proficiency in the Spanish language shall receive $100.00 (per month) incentive pay. Effective October 30, 2000 employees shall receive $150.00 per month and effective October 29, 2001 $200.00 per month. The City shall be the sole judge as to whether a member has the necessary proficiency.

ARTICLE II – CSO INCENTIVE PAY

2.1 A $50 per month ($23.08 per pay period) incentive pay allowance shall be paid to Community Service Officers who are trained in a Post Certified Field Evidence Technician course and are on the call out roster for Field Evidence Technicians.

ARTICLE III - COURT APPEARANCES

3.1 An employee serving on Jury duty is entitled to keep any monies paid them for Jury duty.

3.2 If an employee has jury duty he/she shall not be scheduled to work eight (8) hours preceding or following jury duty at no cost to the employee.

3.3 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article As a prerequisite for payment to off-duty employees, the Police Chief or his designee must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE IV - HOURS AND OVERTIME

4.1 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work as stated above after consultation

with the employees involved. Notice of permanent changes to this schedule must be given 2 weeks in advance. Temporary changes in this schedule must have at least 24 hours notice.

4.2 The City agrees to implement a twelve hour work schedule for Dispatcher/Jailer positions assigned to the Communication Center, with a one hour paid lunch and two (2) fifteen minute breaks. Alternative work schedules may be developed by mutual agreement between an employee (s) and the appropriate supervisor.

4.3 It is agreed that the work schedule for Community Service Officers (CSO) shall be a 10-4 schedule. The personnel participating will have consecutive days off scheduled depending on the needs of the assignment.

a) It is mutually agreed that employees participating in this schedule will officially begin their work week at noon Friday to avoid FLSA conflicts and/or overtime.

b) It is mutually agreed that in the event of unexpected staff shortages, this alternative work schedule can be terminated with 72 hours notice.

c) It is mutually agreed that at the conclusion of this trial period for CSO's, if this alternative work schedule has proven to be beneficial to both the employees and the organization, then a determination will be made as to whether or not to continue this work schedule. The department reserves the right to return to the previous work schedule if it is determined to be operationally in the best needs of the service.

4.4 Overtime - overtime work is work performed by an employee outside his/her regular hours and includes time worked:

a) In excess of forty (40) hours in a work week for CSO's and eighty (80) hours per pay period for Dispatchers. This provision may be nullified if a shift trade is involved.

b) In excess of eight (8) hours in any work day for those on an eight (8)hour shift, in excess of nine (9) hours in any work day for those on a nine (9) hour shift, in excess of ten (10) hours in any work day for those on a ten (10) hour shift, and in excess of twelve (12) hours per day for those on a twelve (12) hour shift

c) Time worked outside of regular hours of work on a work day unless notification has been made in accordance with this MOU.

d) Time worked on a non-work day unless involved in a shift trade.

4.5 Employees who are required to report for prearranged work on their non-work days shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3)hours.

4.6 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one (1) hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three (3) hour period.

4.7 When, at the request of the supervisor in charge, an employee reports for prearranged overtime on work days outside of his regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into his regular work hours, he shall be paid overtime compensation only for actual work time up to his regular work hours.

4.8 Rest Period - The intent of the rest period is to ensure that members of this unit are adequately rested for their assigned work shift. In the event a Supervisor or Watch Commander deems it necessary for an employee to work through his/her rest period, the employee will continue being paid at the overtime rate.

a) Employees 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 employee's regular work shift ends and his/her scheduled appearance/assignment time; or

2) the time period that employee is dismissed and his/her regular work shift begins.

This rest period will not be charged to the employee.

b) If an employee receives approval to take the remaining portion of his or her scheduled shift off, the employee'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 employee is scheduled for court or appearance/assignment the day immediately following a day off.

4.9 Compensatory Time - 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 worked.

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

b) An employee's decision to elect compensatory time instead of overtime is irrevocable (Not withstanding #d).

c) Employees may cash out their compensatory time twice a year during the months of May and November.

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

4.10 Communications Center Staffing - When staffing shortages occur in the Communications Center due to unforeseen or exigent circumstances, Dispatcher/Jailers shall be called back to work under the following guidelines. Staffing shortages shall be determined by the number of fully trained personnel actually on duty in conjunction with the amount and type of work actually needed or logically anticipated on any given watch.

a) Personnel shall be called for duty by or at the direction of the Watch Commander responsible for the hours of duty to be worked. The three (3) hour minimum call back time, as per this MOU, shall apply.

1) Personnel by Watch
The first option to work overtime shall be given to other Dispatchers/Jailers assigned to the watch suffering the shortage who are on scheduled days off.

2) Seniority
The second option to work overtime shall be given to Dispatcher/Jailers assigned in the Communication Center on scheduled days off by seniority.

b) Any Dispatcher working an overtime shift must be able to perform all duties of dispatch and jail procedures, with the exception of a dispatcher on light duty. The purpose of this is to eliminate personnel in a training status or an unqualified person from working overtime shifts.

c) A current seniority list shall be maintained in the Communication Center with an updated work schedule maintained by the Services Division Supervisor and

Patrol Watch Commander(s). Dispatch will be responsible for call in/call backs at the Watch Commanders direction. Failure by dispatch to follow this procedure will not subject the city to unwarranted overtime.

d) Vacations and Holidays - Vacation time shall not be canceled due to short-term staffing shortages unless conditions exist which require a total departmental call-out. Holidays shall be canceled in part or fully only as a last resort. In the event any part of a holiday must be canceled, the employee shall be credited with an entire holiday off and an overtime slip submitted for the actual time worked to be paid at the time and one half rate.

e) Duties - Personnel called back for work shall perform all the regular duties required in a regular work day and shall appear in uniform.

ARTICLE V – PERFORMANCE INCENTIVE BONUS

5.1 Definition

a) 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.

b) Said bonus will be $1,000.00 for those employees who have completed the service requirements of ten (10) years, and $2,000.00 for those employees who have completed the service requirements of twenty (20) years.

c) Said bonus is not 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.

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

e) 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.

5.2 Eligibility

a) 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 not have received discipline issued beyond an oral reprimand or an Employee Performance Observation (EPO) during the rated time period.

4) Employees must not have received a positive drug test.

5) Employees must be at work at least eight months during qualifying period.

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

5.3 Evaluation of Applications (Process)

a) 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.

b) An evaluation committee will be appointed to review and evaluate the applications. The evaluation committee will be composed of two (2) representatives from the LPDA, two (2) representatives from Police Department management, and (1) representative from the Human Resources Department. Applications for PIB must be made in writing on the designated application from within the time period allotted by the evaluation committee. Applications 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.

c) 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 LPDA.

d) 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.

e) 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 VI - SALARY

6.1 Effective the pay period beginning November 1, 1999 all salaries shall be increased by 3.5% (Attachment A).

6.2 Effective the pay period beginning October 30, 2000 all salaries shall be increased by 3.5% (Attachment A).

6.3 Effective the pay period beginning October 29, 2001 all salaries shall be increased by 3.5% (Attachment A).

6.4 Effective the pay period beginning October 28, 2002 all salaries shall be increased by 3.5% (Attachment A).

6.5 Effective the pay period beginning October 27, 2003 all salaries shall be increased by 3.5% (Attachment A).

6.6 Employees in the classification of CSO will also receive an equity adjustment of 1% per year on the same dates specified in sections 6.1 – 6.5.

ARTICLE VII - TUITION REIMBURSEMENT

7.1 The City shall provide $300 per fiscal year for tuition reimbursement or the cost of tuition and books for two courses per semester for course work at a State University beyond the level of an Associate of Arts degree, to be paid upon satisfactory completion of job-related course work.

7.2 The City shall allow LPDA members the option of using the funds referenced in section 7.1 for work-related training seminars, symposiums, etc., that are not reimbursable by the City. Up to $300.00 per fiscal year may be used for tuition reimbursement to obtain an AA degree. All training and time off for training must be approved in advance by the department head.

ARTICLE VIII – UNIFORM ALLOWANCE

8.1 The City agrees to pay the following uniform allowances:

Effective November 1, 1999	$ 675.00 per year
Effective October 30, 2000	$ 750.00 per year
Effective October 29, 2001	$ 825.00 per year

8.2 The uniform allowance shall be paid quarterly in conjunction with regular pay checks in the months of March, June, September and December and shall be for the previous three (3) months.

8.3 In the event of pregnancy, maternity uniforms shall be required. Jailers shall wear a navy blue maternity top with a navy blue or black maternity skirt or slacks; Community Services Officers shall wear similar garments of a blue color.

8.4 The City agrees to repair or replace both personal and City owned uniforms, equipment and property, except for jewelry, damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement costs shall not exceed reasonable cost. Receipts will be required prior to reimbursement.

CHAPTER 2 – LEAVES

ARTICLE IX - CATASTROPHE BANK

9.1 A catastrophe bank will be made available for all 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 employee. All such transfers shall require approval of the City Manager or his designee.

9.2 Catastrophe is defined as being in 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 (30) calendar days.

ARTICLE X - HOLIDAYS

10.1 Dispatcher/Jailers working a 12 hour schedule shall be granted 120 hours of holiday leave, all other unit members will receive 108 hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. C.S.O.'s assigned to work a 10/80 work schedule will accrue 120 hours of holiday leave. Holiday time may be taken in one-hour increments during the calendar year.

10.2 Unused holiday leave may not be carried forward into the following calendar year but shall be paid off by the City at the employee's current straight time rate.

10.3 Employees hired after the first pay period of the year shall be credited with 4.15 hours for each pay period remaining in the calendar year, except those employees working 12 hour work days shall be credited 4.61 hours for each pay period remaining the calendar year. Employees separating after the first pay period of the year shall have their holiday balances reduced by 4.15 hours for each pay period remaining in the year except those working 12 hour work days will have their holiday balance reduced by 4.61 hours for each pay period remaining in the year. If the employee does not have sufficient holiday hours remaining the difference in hours shall be reduced from other balances for which the employee would be paid.

ARTICLE XI - LEAVES OF ABSENCE

11.1 The City and the LPDA 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 the Administrative Policy Manual.

11.2 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.

11.3 a) City employees who are working are entitled to use sick leave, vacation leave, administrative leave, or long-term disability 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.

b) Employees are entitled to leave without pay or other leave benefits for up to four months because of pregnancy, miscarriage, childbirth, adoption, or recovery therefrom. 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.

c) 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.

d) 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. Employee must also provide an estimate of the duration of the leave.

11.4 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, compensatory time off, administrative leave, or long-term disability leave such that the employee is no longer in a pay status shall not receive employer paid employment benefits except that all employees placed in Leave Without Pay will continue to receive a three-month extension of medical coverage following the month in which the employee is placed in such status.

ARTICLE XII - SICK LEAVE

12.1 All employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

12.2 Sick leave may be accumulated up to an unlimited amount.

12.3 Family sick leave may be used to allow for the care of parents and children.

ARTICLE XIII - SICK LEAVE CONVERSION

13.1 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:

a) After ten years of employment by the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one month's premium for employee and dependent coverage for each day of unused sick leave as adjusted herein.

b) For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 1/2% to the 50% before converting the unused sick leave to months of insurance.

13.2 The City shall pay up to the City's liability for medical insurance premiums for retiree and dependent. Alternatively, the employee may at his or her option choose to have a cash reimbursement for sick leave at the rate of one-third (1/3) of base pay per hour. Sick leave hours will be converted on the same basis as in Section 13.1.

13.3 In accordance with the sick leave conversion provisions, a surviving dependent 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.

13.4 Represented 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.

13.5 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 13.2.

13.6 The City agrees to modify it's contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all

employees regardless of the date hires; however, it is the only sick leave conversion benefit available to employees hired after the effective date of this MOU. 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 13.1, the City will report they have zero hours of unused sick leave.

ARTICLE XIV - VACATION LEAVE

14.1 0 - 1 year - none. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation will be credited to the employee's account.

a)	1 through 5 years:	3.08 hours per pay period
b)	6 through 11 years:	4.62 hours per pay period
c)	12 through 14 years:	5.24 hours per pay period
d)	15 years and more:	6.16 hours per pay period

14.2 First choice vacation leave will be picked by seniority. Second choice vacation leave will be selected upon completion of first choice vacation leave. All vacation picks will be based upon seniority. However, if seniority is waived by an employee, the employee must wait until seniority list is exhausted prior to picking another vacation.

CHAPTER 3 – RETIREMENT AND BENEFITS

ARTICLE XV - DEFERRED COMPENSATION

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

ARTICLE XVI - DENTAL AND VISION INSURANCE

16.1 The City agrees to pay the full cost for employee dental premium and one-half the premium for dependent for the present dental plan.

16.2 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a $25.00 deductible for the employee and dependents The entire premium shall be paid by the City.

16.3 The City reserves the right to select any dental or chiropractic carrier to administer the City's plan.

ARTICLE XVII - LIFE INSURANCE COVERAGE

17.1 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.

17.2 A life insurance program providing an additional $10,000 term life insurance for the employee. Said amount of insurance to reduce to $6,500 at age 70, and to decrease to $1,000 at age 95. In addition, a spouse shall be covered for $1,500 of life insurance, and dependent children between the ages of 6 months and 23 years shall be covered for $1,500 insurance. Children between the age of 14 days and 6 months shall be provided with $100 life insurance.

ARTICLE XVIII - LONG TERM DISABILITY

18.1 A long term disability program, which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% of an employee's salary in the event of disability. This program commences sixty days from the date of disability. In the event the illness or injury results from work-related duties not covered under Section 21.2, the program shall commence thirty days from the date of disability.

ARTICLE XIX – MEDICAL INSURANCE

19.1 The City shall provide medical insurance equivalent to the Health Net Plan 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 LPDA 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 (Ex: On August 1, 2000, Health Net modifies its prescription drug plan as follows: Generic Drugs - $10.00; Name Brand Formulary Drugs $15.00; and non-formulary drugs 50% coverage). The City, shall, however, make every effort to retain the medical plan as agreed to by the LPDA and the City.

19.2 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.

19.3 The City and LPDA agree if the Federal or State Government mandate changes in the present health care delivery systems the City and LPDA shall reopen the MOU to meet and confer on the issue of health care.

19.4 The City agrees to pay all increased costs of premiums for employees and dependents for the term of this agreement.

19.5 The City agrees to offer chiropractic plan equivalent to Landmark benefit.

19.6 The City will maintain a flexible spending account to conform to IRS regulations to be used for premium contributions, dependent care, and/or unreimbursed medical payments for unit members.

19.7 Only one family member may carry employee and dependent coverage of City sponsored medical insurance.

19.8 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 employees deferred compensation account. If an employee elects not to be covered by medical insurance the City will provide an additional $46.15 per pay period ($100 per month) for a total of $71.15 per pay period to the employees deferred compensation account.

19.9 During the term of this MOU, the City and the LPDA will meet and confer over whether to adopt a cafeteria plan, and if so, then over its terms. It is the City's intent to examine on a city-wide basis possible adoption of a cafeteria plan. Meetings over this issue may be conducted between the City and a coalition of City bargaining units, including LPDA. In absence of mutual agreement, the current terms of this MOU will remain in effect.

ARTICLE XX - PERS

20.1 The City agrees to provide the following retirement program and options and to pay the employer's cost:

a) The 2.00% at 60 formula.

b) Final retirement compensation based one the average monthly pay during the highest 36 consecutive months of service.

c) 1957 Survivor Benefit.

d) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

e) The third level of 1959 survivor benefits.

f) 50% survivor continuation in the event of death after retirement.

g) sick leave conversion.

20.2 The City agrees to pay into each employee's PERS account 7% of the employee's base salary.

20.3 During the term of this contract, the City and the LPDA will meet and confer regarding amendment to the PERS contract to provide 2% at 55. Any agreement is contingent upon reaching agreement with all other miscellaneous employee groups. The cost of this amendment would be borne by the employee. The City reserves the right to make the final determination whether to implement this benefit.

ARTICLE XXI - WORKERS' COMPENSATION

21.1 The City and LPDA mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal his or her regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, be

charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

21.2 In the event an employee is injured or otherwise becomes disabled:

a) By contact with a prisoner or member of the public in the course of employment or,

b) While performing evidence technician assignments.

The City shall supplement the Workers' Compensation payment to the extent that the employee shall receive his or her regular salary and benefits for up to one year. In the event an employee is deemed to be permanent and stationary in accordance with the workers' compensation system, they will be placed on the Long Term Disability (LTD) program.

21.3 For purposes of eligibility for LTD, application will be automatically entered on the date of injury.

21.4 The city supplement will end at the earliest of the following:

a) Permanent and stationary rating of employee.
b) Return to duty or physician's release.

CHAPTER 4 - SAFETY

ARTICLE XXII - SAFETY

22.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this. The City and the LPDA mutually agree that during the ensuing year at least two joint meetings will be held in order to develop a mutually satisfactory safety program.

CHAPTER 5 – ASSOCIATION/CITY ISSUES

ARTICLE XXIII - CITY RIGHTS

23.1 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:

a) decide the scope of service to be performed and the method of service

b) hire and/or otherwise determine the criteria and standards of selection for employment

c) fire, demote, suspend or otherwise discipline for just cause

d) transfer employees from location to location and from time to time

e) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason

f) re-hire employees

g) determine the allocation and content of job classification

h) formulate and/or amend job descriptions

i) to determine the need for overtime work subject only to contrary provisions of this MOU

j) merge, consolidate, expand, curtail or discontinue operation temporarily or permanently in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable

k) contract and/or subcontract any existing or future work

l) control the use of equipment and property by the City

m) determine the number, location and operation of headquarters, annexes, substations and or division thereof

n) expand, reduce, alter, combine, assign or cease any job

o) schedule and assign the work to the employees and determine the size and composition of the work force

p) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved serviced, maintenance procedures, materials, facilities and equipment

q) take whatever action may be necessary to carry out the mission and responsibility of the City and specifically the Police Department in unusual and/or emergency situations

r) formulate, amend , revise, and implement standard operating procedures, rules, and regulations regarding the operation of the Police Department

s) establish, amend, revise and implement any programs, and or procedures including an employee evaluation system

t) require employees to observe and obey the City's and Departmental policies, procedures, ordinances, resolutions, rules and regulations.

However, the exercise by the City of the rights in the paragraph does not preclude employees of their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours, or other terms and conditions of employment.

ARTICLE XXIV - CHANGES IN MEMORANDUM

24.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation, or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXV - EMPLOYEE REPRESENTATION

25.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Police Dispatchers Association (hereinafter referred to as "LPDA").

a) The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 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 in this MOU. "If the City intends to change a matter within the scope of representation under the Meyers-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the LPDA. If the LPDA wishes to negotiate over such a matter, it shall notify the City within twenty (20) work days of notice, and the parties shall commence negotiations within twenty (20) work days of the LPDA's notification. If the LPDA does not respond within twenty (20) work days of the City's notification, the City will have no further obligation to negotiate over the matter.

b) The terms and conditions of this MOU are applicable to all regular and probationary employees represented by LPDA. Those classifications are as follows:

- Community Services Officer
- Dispatcher/Jailer
- Lead Dispatcher/Jailer

25.2 Dues - The City shall grant dues deduction to City employees who are members of the LPDA 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."

a) Any dues check-off cancellation or modification notice shall first be forwarded to LPDA for notation and then returned to Payroll prior to any change in members dues check-off. In addition, any dues check-off cancellation or modification notice regarding the Police Officers' Association of Lodi (POAL) shall first be forwarded to POAL for notation and then returned to Payroll prior to any change in a members dues check-off to POAL.

b) The LPDA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPDA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

c) Effective upon adoption of this Memorandum and for the purposes of the continued certification of LPDA as the recognized employee organization for this unit, employees in this unit who are or hereafter become members of LPDA shall maintain membership in good standing with LDPA for the life of this Memorandum, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days

from the expiration of this Memorandum. Such withdrawal must be in writing and delivered to LPDA and the Finance Department within the prescribed time frame.

25.3 The City agrees to furnish LPDA with a written notice of the City's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of LPDA members, notwithstanding Article XXIII.

25.4 LPDA will have the right to use City Facilities for Association Business subject to advance notice and availability.

25.5 The City and LPDA agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the 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 any issue, the applicable document is controlling.

ARTICLE XXVI - EMPLOYEES RIGHTS

26.1 Individual bargaining unit members may donate from their vacation or holiday leave time up to eight hours per calendar year for Association business. The President 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.

26.2 The City will provide affected employees with copies of personnel orders as soon as the personnel orders are issued. Personnel orders are defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

26.3 Any LPDA member who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action he/she will be afforded the following safeguards:

a) LPDA member will be informed prior to the interview if the City believes the LPDA member is a suspect in the investigation.

b) The LPDA member will be informed of the nature of the investigations and allegations and afforded the opportunity to consult with a LPDA representative prior to an interview. The LPDA member shall be allowed the right to have an LPDA representative present during the interview.

c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours except for

emergencies or where interviews can be conducted by telephone. Section 26.3 a and b not withstanding.

d) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. No more than two interrogators may be present at any one time.

e) The employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities.

f) If the City tape records the interview, the member also has the right to tape the interview. If the interview is taped by either party that party must give notice of its intention.

g) Interviews and investigations shall be concluded with no unreasonable delay.

h) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

i) When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

26.4 The performance of each LPDA member shall be evaluated annually. Performance evaluations shall be based on work performance related criteria.

a) When an employee is rated unsatisfactorily in any category, the supervisor shall state the reason(s) for such rating and shall if practicable suggest means of improvement.

b) After the evaluation is made, the employee shall be given a copy. Either the supervisor or employee may request to meet and discuss the evaluation.

26.5 Each employee shall, during normal business hours have the right of access to his/her own personnel file. At the employee's request he/she shall be provided one copy of any document placed in the employee's file. LPDA members will be given a list of all personnel files held by the City and any department personnel used for promotion and disciplinary actions.

a) An employee shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained in the employee's personnel file. The City shall provide an opportunity for the employee to respond in writing to any information with which he/she

disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

b) The only persons permitted to have access to the contents of an employee's personnel folder, excluding background investigation references from previous employers, are the employee, his/her designated representative having the employee's signed authorization, and persons authorized by the City.

c) Employees will receive a copy of all materials placed in his/her file. Materials placed in the employee's file which are written reprimands more than two (2) years old will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of misconduct as defined in the Department's Rules and Regulations.

d) Anything less than a written reprimand shall be purged from an employee's personnel file after an evaluation is given. Requests to purge personnel files are the responsibility of the individual involved.

26.7 All special assignments available to LPDA members shall be posted and shall invite letters of interest from LPDA members.

26.8 All special assignment positions shall be limited to 3 to 5 years and will begin and end at shift pick changes. Those assigned will report to the immediate supervisor that is in charge of the department. The Chief reserves the right to ask for letters of interest during shift pick changes during this time. If no application of interest have been submitted for the position, the employee holding the position may be extended for a period of two more years after the third year. It is also mutually agreed that assignments to Property Clerk and/or Court Liaison positions are at the sole discretion of the City of Lodi. No employee has property rights to such assignments and waives any appeals for assignment, reassignment, or transfer from this agreement.

ARTICLE XXVII - GRIEVANCE PROCEDURE

27.1 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, formal interpretations and clarifications executed by the LPDA and the City.

a) 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.

b) The term "day" means a working day, i.e. Monday through Friday excluding fixed City Hall holidays.

c) A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPDA involving the interpretation, application, or enforcement of the express terms of the Agreement and other terms and conditions of employment and matters of discipline which includes demotion, suspension, or discharge.

d) As used in this procedure, the term "party" means an employee, the LPDA, the City or the authorized representative of any party. The employee is entitled to representation through all the steps in the grievance procedure.

27.2 INFORMAL GRIEVANCE PROCEDURE

a) An employee, the LPDA, or their representative having an issue arising from employment in the municipal service shall seek adjustment of the issue initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the issue. Should the immediate supervisor be unable to make a satisfactory adjustment, or is a party to the issue, the employee, LPDA or their representative may seek adjustment through either verbal or written contact to the next higher level of supervision up to and including the Chief of Police who shall render a decision in writing within ten (10) working days of hearing the appeal. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

b) Should the employee, LPDA or their representative, progress through the above steps and find that the Department Head is unable to make a satisfactory adjustment within the time frame given, or is a party to the issue, the employee, LPDA or his/her representative may seek adjustment through the formal grievance procedure. Any decision by the immediate supervisor hearing the grievance shall be a written decision rendered within ten (10) working days of hearing the appeal.

27.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

STEP A

Class action grievances are filed, in writing, with the City Manager and can only be made by the LPDA president or representative upon the authority of the LPDA. The City Manager shall investigate the grievance and shall respond in writing within ten working days. If satisfactory adjustment is not attained the employee or his/her representative may proceed to Step B within ten working days.

STEP B

The employee or his/her representative shall file an appeal of the City Manager's decision to the City Clerk. Within fifteen days of the receipt of the appeal, the City Clerk shall begin the process of establishing a list of eligibles for a Personnel Board of Review. The Personnel Board of Review shall hold a public hearing, unless the grievant desires a closed hearing, within thirty working days of the filing of the appeal with the City Clerk . The Personnel Board of Review has no power to add, subtract from or modify the terms or conditions of this MOU; nor, do they have any power to add a greater form of disciplinary action than that which was originally grieved. Within fifteen days after the hearing of the Personnel Board of Review they shall submit a written statement of findings and directions to the City Manager, the employee, and the LPDA. The directions of the board shall be binding on all parties to the MOU.

The Personnel Board of Review shall be constituted as follows:

1) Both the LPDA and the City will select a representative to serve on the three-member board. The only qualifications needed to serve on the board shall be that they are registered voters of the City, not presently or formerly elected officials or employees of the City, or are related to a present or former elected official or employee of the City.

2) The City Clerk shall submit the names of seven persons applying for positions to the Personnel Board of Review to both parties. The criteria of qualifications are the same as in Step One. If there are not seven persons from the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies). If there are more than seven names, seven names will be drawn by lot which shall be witnessed by the parties chosen in Step One.

3) The two persons selected in Step One shall select a third member from the list, either by agreement, lot, striking names, or any other means the two can agree upon.

27.4 Any employee shall have the right to appeal letters of reprimand and suspensions of three (3) days or less 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.

27.5 FAILURE TO MEET TIME REQUIREMENTS

Failure by either party to meet any of the aforementioned time limits shall result in the following action:

- Failure by an employee to take the initial grievance action within the twenty working days given in the Informal Grievance Procedure will result in forfeiture of the grievance. Failure of management to meet any of the time limits set forth on any step in this grievance procedure will give the employee the right to automatically proceed to the next level of appeal. This action must be taken within ten working days of the last date of the time limit which management failed to meet.

ARTICLE XXVIII - MUTUAL CONSENT CONTINGENCY

28.1 This Agreement may be amended any time during its life upon the mutual consent of the City and LPDA. Such amendment must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXIX - NO STRIKES

29.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXX - POLICY AND PROCEDURE MANUAL

30.1 In regards to the Policy and Procedure Manual (manual) and the City of Lodi Administrative Rules (rules) the LPDA accepts the manual and rules as adopted in the POA MOU for 1994-1996. In the future, the LPDA will represent it's own interests in the regard.

ARTICLE XXXI - PROBATION

31.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed

to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

31.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

1) Vacation Leave - See Article XIV for the vacation leave schedule.

2) The use of the Grievance Procedure to grieve termination.

3) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The LPDA shall be notified of all extensions.

4) Probation shall be extended for the same time as any leaves of absence.

31.3 In the event an employee is promoted and is rejected by the appropriate department head, he shall be reinstated to the position from which he or she was promoted unless charges are filed and he or she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XXXII - PROMOTION

32.1 The City and the LPDA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interests of the City.

ARTICLE XXXIII - SENIORITY

33.1 Seniority, for purposes of City employee benefits is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,

b) on duty with the National Guard,

c) is absent due to industrial injury,

d) on leave of absence, or

e) absent due to layoff for a period of less than twelve consecutive months.

33.2 Seniority for purposes of shift selection, overtime, holiday selection and vacation leave shall be defined as length of continuous service within the job classification, except the city reserves the right to schedule and adjust manpower due to the needs of the service.

33.3 Seniority, as defined above, shall be the method utilized for shift selection and vacation leave.

ARTICLE XXXIV - STATUS

34.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

a) A regular employee is defined as an employee who has twelve months or more seniority with the City in full-time employment, except as provided for in Article XXXI - Probation.

b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full-time service with City, a probationary employee shall be given the status of a regular employee.

c) A temporary employee is an employee hired on a full-time basis to temporarily fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve continuous months.

ARTICLE XXXV - TERM

35.1 The term of this agreement is for five (5) years beginning November 1, 1999 through November 7, 2004.

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

MEMORANDUM OF UNDERSTANDING

CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
1999 - 2004

Richard H. Lucero
Chief Negotiator

Date:_____

Joanne M. Narloch
Chief Negotiator

Date:_____

Debbie Anderson
Community Service Officer

Date:_____

Jerry Adams
Police Captain

Date:_____

Debra Hammonds
Lead Dispatcher/Jailer

Date:_____

Kirk Evans
Sr. Management Analyst

Date:_____

Jeffrey Humphrey
Dispatcher/Jailer

Date:_____

Approved as to form:

Randall A. Hays, City Attorney

Date:_____

ATTACHMENT A

TITLE	OCC	RATE	A	B	C	D	E
Current							
Community Service Officer-PD	109		2,129.13	2,235.59	2,347.37	2,464.73	2,587.97
Dispatcher/Jailer	126		2,492.67	2,617.30	2,748.16	2,885.57	3,029.85
Lead Dispatcher/Jailer	128		2,617.28	2,748.14	2,885.55	3,029.83	3,181.32
Nov-99							
Community Service Officer-PD	109	4.5%	2,225.79	2,337.08	2,453.94	2,576.63	2,705.46
Dispatcher/Jailer	126	3.5%	2,579.91	2,708.90	2,844.35	2,986.57	3,135.89
Lead Dispatcher/Jailer	128	3.5%	2,708.88	2,844.33	2,986.55	3,135.87	3,292.67
Oct-00							
Community Service Officer-PD	109	4.5%	2,326.84	2,443.18	2,565.34	2,693.61	2,828.29
Dispatcher/Jailer	126	3.5%	2,670.21	2,803.72	2,943.90	3,091.10	3,245.65
Lead Dispatcher/Jailer	128	3.5%	2,803.70	2,943.88	3,091.07	3,245.63	3,407.91
Oct-01							
Community Service Officer-PD	109	4.5%	2,432.48	2,554.11	2,681.81	2,815.90	2,956.70
Dispatcher/Jailer	126	3.5%	2,763.66	2,901.85	3,046.94	3,199.28	3,359.25
Lead Dispatcher/Jailer	128	3.5%	2,901.82	3,046.92	3,199.26	3,359.23	3,527.19
Oct-02							
Community Service Officer-PD	109	4.5%	2,542.92	2,670.06	2,803.56	2,943.74	3,090.93
Dispatcher/Jailer	126	3.5%	2,860.39	3,003.41	3,153.58	3,311.26	3,476.82
Lead Dispatcher/Jailer	128	3.5%	3,003.39	3,153.56	3,311.24	3,476.80	3,650.64
Oct-03							
Community Service Officer-PD	109	4.5%	2,658.36	2,791.28	2,930.85	3,077.39	3,231.26
Dispatcher/Jailer	126	3.5%	2,960.50	3,108.53	3,263.96	3,427.15	3,598.51
Lead Dispatcher/Jailer	128	3.5%	3,108.51	3,263.93	3,427.13	3,598.49	3,778.41