



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Receive Police Officers Association of Lodi's  
Memorandum of Understanding (MOU) 1992-1993

MEETING DATE: May 19, 1993

PREPARED BY: Assistant City Manager

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RECOMMENDED ACTION: That the City Council receive for filing the Police  
Officer Association of Lodi's Memorandum of  
Understanding (MOU) 1992-1993.

FUNDING: N/A

Respectfully submitted,

Jerry L. Glenn  
Assistant City Manager

JLG/vc

APPROVED

THOMAS A. PETERSON  
City Manager



recycled paper

CITY OF LODI

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

1992 - 1993

MOUPOAL92-93

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CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

1992 - 1993

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ARTICLE I - EMPLOYEE REPRESENTATION

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1.1 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. Both parties agree that all existing privileges, benefits, and rights possessed by both parties including, but not limited to, management rights specified in Article XXIX and employee rights specified in Article XLII except as changed herein are hereby protected. Nothing in this agreement shall nullify existing policies, practices, and work rules unless specifically included in this agreement.

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

It is mutually agreed that this document supersedes all previous MOU.

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

- 1.2 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 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 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.
- 1.3 The City shall make available a period of one (1) 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.
- 1.4 Effective October 8, 1984, a new classification of Police Officer Trainee shall be established. All new hires in this classification shall remain in this category until they have been fully certified to work without a Field Training Officer. Upon graduation from an accredited Police Academy, an officer shall be sworn in and is eligible for a merit increase. While assigned to an Academy, officers in this category are exempt from all rules and agreements relative to hours and shifts.

ARTICLE II - GRIEVANCE PROCEDURE

2.1 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 "CALENDAR DAYS" excludes City recognized holidays.
- f. As used in this procedure, the term "discipline" means any form of discipline including but not limited to oral reprimands reduced to writing and commonly referred to as an "Employee Performance Observation" (E.P.O.). Should an employee receive a negative E.P.O. the appeal may be directed no further than the next person in the chain of command.

2.2 STEP ONE

Discussion between the employee and his or her immediate supervisor

(Sergeant). If the immediate supervisor is unable to satisfactorily resolve the dispute or if the immediate supervisor is a party to the grievance, it shall be referred to the next supervisor in the chain of command (Watch Commander), who shall attempt to resolve the dispute. This action shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

2.3 STEP TWO

If a grievance is not resolved in the initial step, the grievant shall within twenty-one (21) calendar days prepare a statement clearly indicating the questions raised by the grievance and submit it to the Division Commander, who shall answer in writing within twenty-one (21) calendar days.

2.4 STEP THREE

If a grievance is not resolved by the Division Commander or his or her designee, the Third Step shall be a presentation of the grievance, in writing, to the Police Chief, who shall answer in writing within twenty-one (21) calendar days of the receipt of the grievance. This filing to the Police Chief shall be within twenty-one calendar days of the answer from the Division Commander.

2.5 STEP FOUR

If a grievance is not resolved in the Third Step, the Fourth Step shall be a presentation of the grievance in writing to the City Manager, who shall answer in writing within twenty-one (21) calendar days of the receipt of the grievance. The Fourth Step shall be taken within twenty-one (21) calendar days of the date of the answer in Step Three.

2.6 STEP FIVE

If the issue is not resolved in the Fourth Step, arbitration shall be the final level of appeal for grievances and discipline. Only the Association may appeal to arbitration, and must notify the City of such within fifteen calendar days of the Fourth Step decision.

Within twelve calendar 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 at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the Association shall alternately strike names until one name remains; this person shall be the arbitrator. The order of striking shall be determined by lot. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

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 arbitrations, 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 Agreement 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 or 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 or 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 support the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the Agreement 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 and processing it beyond Step Four, 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 beyond Step Four 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 arbitral award in any court of competent jurisdiction.

- 2.7 Failure by either party to meet the aforementioned 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.
- 2.8 Each party involved in the grievance procedure shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties, the time limit for any step may be extended.

ARTICLE IV - VACATION LEAVE

4.1 Vacation accruals shall be as follows:

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

4.2 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.

4.3 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.

4.4 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.

ARTICLE V - HOLIDAYS

5.1 Effective January 1 of each year, each person assigned to patrol shall be granted 120 hours of holiday leave. All others shall be granted 96 hours of holiday leave.

5.2 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.

5.3 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. In addition, if Christmas Day falls on a Wednesday, Thursday or Friday, officers working plain clothes assignments shall have an additional half day off on December 24th. Should Christmas Day fall on a Tuesday, officers working plain clothes assignments shall have an additional full day off on December 24th.

Officers may take off four (4) additional days during the year at a time mutually agreeable to the officer and his or 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.

5.4 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 (5) calendar days, those holiday hours may be carried over for use in the following calendar year.

5.5 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 or percentage time off.

EXAMPLE: The conversion factor from special assignment to patrol is 1.25. The conversion factor from patrol to special assignment is .8. If an officer on special assignment is transferred to patrol and has 48 hour of holiday time his/her holiday time balance will be increased to 60 hours. ( $48 * 1.25 = 60$ ) If an Officer on patrol is transferred to special assignment and has 80 hours of holiday time his/her holiday balance will be reduced to 64 hours ( $80 * .8 = 64$ )

ARTICLE VI - SICK LEAVE

- 6.1 Employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 6.2 Sick leave may be accumulated to an unlimited amount.

ARTICLE VII - SICK LEAVE CONVERSION

- 7.1 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:

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 coverage for employee and dependent coverage for each day of unused sick leave as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

- 7.2 The City shall pay up to \$170 per month for medical insurance premiums for retirees and dependents for those who retired between October 8, 1984 and November 1, 1985; up to \$185 per month for those who retired after November 1, 1985; and \$225 per month for those who retire after October 1, 1989.
- 7.3 In accordance with the sick leave conversion provisions, a surviving spouse may at his or her own expense continue medical insurance at the employee only premium for the same period as if the employee had not died.
- 7.4 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.

7.5 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.

7.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 2 of this Article.

ARTICLE X - MEDICAL INSURANCE

10.1 The City shall offer the Foundation Health Plan known as Summit V with a pharmaceutical plan included to members of this unit. It is, however, the intent of the City to remain with the LODI IPA so as to assure the list of medical providers are Lodi Physicians.

PROVISO: Regarding Article X, Section 1: In that as of November 19, 1992 Lodi IPA and FHP have not as yet reached an agreement regarding the continuing of services performed by the Lodi IPA; and should a significant number of current Primary Care Physicians and/or Specialist in Lodi IPA that are utilized by members of the POAL fail to continue to offer their services through the Foundation Health Plan Article X, Section 1 shall immediately be reopened by both the City and the POAL to insure that the needs of the POAL membership are met by this medical plan or a new medical plan is found and offered to the membership which contains a significant number of the Primary Care Physicians and/or Specialists.

10.2 The City agrees to pay the following sum for this benefit:

Employee:	\$142.55 per month
Employee and Dependents:	\$322.25 per month

The employee is responsible for \$20.00 per month for dependent coverage.

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

10.4 The pharmaceutical plan is as shown in the attached outline. The employee will be responsible for a \$10.00 co-payment for each prescription.

10.5 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.

10.6 The City agrees to pay 80% of the first \$750.00 of Chiropractic and acute physical therapy costs per fiscal year.

10.7 The City will make every effort to keep the POAL early informed of changes to coverage, premiums, or policies. This includes forwarding copies of supporting document, reports and periodic satisfaction surveys to the POAL.

10.8 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 an additional \$100.00 per month (\$46.15 per pay period) will be contributed to the employees deferred compensation account.

10.9 If both the employee and the employee's spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 10.8 shall apply to the employee who is not the primary provider.

10.10 SURVIVORS MEDICAL BENEFITS

The City shall pay 100% of the premiums for health and dental benefits described in this memorandum for the surviving spouse and any minor children of any member of the association 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 XI - DENTAL AND VISION INSURANCE

11.1 The City agrees to provide a dental plan as described on the following page to all employees and their dependents.

11.2 The City agrees to pay the following sum for this benefit:

Employee	\$17.65 per month
Dependent	\$27.72 per month

The employee is responsible for \$3.30 per month for dependent coverage.

11.3 The City agrees to pay all increased costs of premiums for employees and two-thirds of any increase of dependent premium for the term of this MOU. It is understood that the maximum increase to the employee shall be \$3.30 per month per year.

DENTAL INSURANCE PLAN

PREVENTIVE SERVICES	GENERAL SERVICES	MAJOR SERVICES
PLAN PAYS 100%	PLAN PAYS 85% EMPLOYEE PAYS BALANCE	PLAN PAYS 50% EMPLOYEE PAYS BALANCE

Employee pays \$25.00 calendar year deductible

<ul style="list-style-type: none"> <li>. oral examinations</li> <li>. cleaning of teeth</li> <li>. fluoride applications     (for children)</li> <li>. space maintainers</li> <li>. emergency office</li> <li>. x-rays</li> </ul>	<ul style="list-style-type: none"> <li>. fillings</li> <li>. general anesthetics</li> <li>. injectable antibiotics</li> <li>. extractions</li> <li>. oral surgery</li> <li>. endodontics</li> <li>. periodontics</li> </ul>	<ul style="list-style-type: none"> <li>. bridges &amp; dentures</li> <li>. crowns &amp; gold restorations</li> <li>. replacement of damaged     appliances</li> <li>. repair of prosthetic     appliances</li> </ul>
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The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.

MAXIMUM BENEFIT...\$1,000 for each insured family member, each calendar year.

11.4 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.

ARTICLE XIII - SPECIAL ALLOWANCES

K-9 PROGRAM

13.1 Officers assigned to the K-9 program shall be compensated at the officer's regular rate of pay including appropriate education incentive pay. In addition, the officer shall be credited with 1.2 hours of overtime per week. It is mutually agreed this fully compensates the officer for the time taken for the care and feeding of the animal.

ABOVE CLASS PAY

13.2 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.

MOTOR OFFICERS

13.3 Officers assigned to the Motors Unit shall be compensated at the officers regular rate of pay including appropriate education incentive pay. In addition the officer shall be credited with one and two-tenths (1.2) hours of overtime per week. 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.

SPECIAL ASSIGNMENT

13.4 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 of Lodi. No officer has any property rights to such assignments and waives any appeals for assignment, reassignment, or transfer from these assignments.

FIELD TRAINING OFFICERS

13.5 Field Training Officers/Corporals shall wear the insignia (two stripes) currently in use for the Field Training Officer and they shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that part of the FTO/Corporal duties are those of normal supervision in the normal absences of the sergeant. It is also mutually agreed that FTO/Corporals shall not accept, investigate, or in any form handle any matter of discipline.

BILINGUAL OFFICERS:

13.6 Officers who have demonstrated a conversational proficiency in Spanish, Arabic dialect and Signing for the deaf shall receive an allowance equal to 4.5% of their normal base pay. Officers that are Court Certified in these languages shall receive an allowance equal to 5.0% of their normal base pay.

FLEXIBLE SPENDING ACCOUNT

13.7 The City will include members of the POAL 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 XIV - LAYOFF PROCEDURE

14.1 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 or she previously worked.
- b. If an employee is reduced in rank he or she shall not be laid off until all other employees of similar rank to which he or she was reduced have been laid off (i.e., if a Police Sergeant is reduced in rank to Police Officer, he or 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 (1 year period); then
  - (3) All personnel with less than 2 years seniority; then
  - (4) All personnel with 2 to 3 years seniority; then
  - (5) All personnel with 3 to 6 years seniority; then
  - (6) Personnel with more than 6 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 XVI - UNIFORM ALLOWANCE

16.1 The uniform allowance shall be \$600 annually paid on a quarterly basis.

16.2 The City agrees that upon request the City shall provide each officer a set of foul weather garments and boots.

16.3 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.

16.4 If an officer fails to complete an 18-month assignment he or she agrees to reimburse the City on a prorated basis of \$66.67 for each month not completed. If he or she is relieved for lack of performance before the minimum 18 months, he or she shall also reimburse the City on the same prorated basis. If he or she completes the 18-month assignment the equipment becomes the officer's sole possession.

16.5 The City agrees to provide each officer a set of "Threat Level 3-A" body armor. When an employee is on patrol he or she agrees to wear his or her body armor. If an officer fails to wear the body armor he or 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 ballistic vests' fifth year.

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.

c. To the extent possible, the City will place the above exchanged body armor panels into the doors of all Patrol and Detective Vehicles.

16.6 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired in accordance with departmental policy.

ARTICLE XVII - LEAVES OF ABSENCE

LEAVES OF ABSENCE

- 17.1 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 Rule IX, Section 3, Rules for Personnel Administration, City of Lodi, California.
- 17.2 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.

MATERNITY LEAVE

- 17.3 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.
- 17.4 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.

17.5 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.

17.6 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. She must also provide an estimate of the duration of the leave.

17.7 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.

FUNERAL LEAVE

17.9 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
- . Grandparent
- . Son-in-law
- . Brother
- . Half-sister
- . Parent
- . Grandparent-in-law
- . Daughter-in-law
- . Sister
- . Foster parents
- . Child
- . Grandchild
- . Stepchild
- . Half-brother
- . Parent-in-law

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

- 17.10 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 - PROBATIONARY PERIOD

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- 20.1 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 XXI - PERS

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- 21.1 The City shall provide the PERS retirement program, commonly known as the "2% at 50" program. Said program shall include the third level of the 1959 Survivors Benefits.
- 21.2 The City agrees to pay into each employee's PERS account 9%. This is understood to be the employee's normal retirement contribution.
- 21.3 Effective April 1, 1992 the City and POAL agree to share the costs of an employee census and an actuarial study to be performed to obtain information regarding the costs of the PERS contract feature of retirement pay based on the single highest year.

ARTICLE XXII - DEFERRED COMPENSATION

22.1 As part of a comprehensive salary package, the POAL will no longer participate in the City matched Deferred Compensation program. The City, however, agrees to allow the employee to continue to contribute up to 25% of his/her annual salary to a maximum of \$7,500 per calendar year into this deferred compensation account if the employee so chooses.

ARTICLE XXIII - TUITION REIMBURSEMENT AND EDUCATION INCENTIVE

EDUCATION INCENTIVE

23.1 a. Education incentive pay shall be as follows:

B.A. (Police Science)	3% of base pay per month
Advanced POST Certificate	3% of base pay per month

b. If an employee possesses an Advanced POST Certificate, the Police Science major requirement for a B.A. shall be waived.

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

TUITION REIMBURSEMENT

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

ARTICLE XXVIII - HOURS AND OVERTIME

HOURS

28.1 Patrol personnel shall work a "10-4" plan. See attached Appendix A of this document.

28.2 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".

28.3 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 case of an emergency nature. Specifically and for training purposes only, this provision does not apply to the K-9 Officer assigned to Graveyard (2200 hours to 0800 hours) with Thursdays and Fridays off in order to better facilitate training.

28.4 All employees in the classification of Police Officer, below the rank of Sergeant, shall select annually beginning in the month of September, for a least a one (1) year period, their preferred team assignment, days off sequence, holidays, and vacations on the basis of their seniority depending on the "needs of the service". (Seniority shall be defined as follows: Total length of unbroken service with the City.)

OVERTIME

28.5 Officers called to appear for work within two hours of the beginning of a shift, or one hour after the shift, shall receive compensatory time off 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.

28.6 With ten (10) working days notice a represented employee may be reimbursed for the value of his/her time bank upon a letter submitted to the Finance Department.

The City reaffirms its right to schedule employees to compensatory time off with 48 hours prior notice.

COURT TIME

- 28.7 Police Officers scheduled to make court appearances during off-duty hours shall be compensated at the rate of time and one-half for actual hours involved in such appearances, but in no event shall they be paid for less than two hours.
- 28.8 Police Officers scheduled to make court appearances on scheduled days off or when on graveyard shift shall receive a minimum of three hours payment.
- 28.9 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.
- 28.10 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum two hours shall be paid.
- 28.11 Officers assigned to the graveyard shift who are scheduled for a court appearance within the day preceding their normal shift shall be granted at his or her request an eight hour rest period plus reasonable and appropriate travel time from the time of their dismissal from court. Any work time missed in order to allow this eight-hour rest period shall not be charged to the employee's appropriate leave balance.

ARTICLE XXIX - CITY RIGHTS

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29.1 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.

- . 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 take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this paragraph does not preclude employees or 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 XXX - CHANGES IN MEMORANDUM

30.1 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 XXXI - CONCERTED ACTIVITIES

31.1 Represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick ins" or participate in any other form of concerted activity which is intended to or which does adversely affect job performance or rendering of City services.

ARTICLE XXXII - TERM

32.1 Covering the period beginning October 12, 1992 through the pay period which encompasses October 1, 1993.

ARTICLE XXXIII - SALARY

33.1 The following salary rates shall be effective the pay periods which encompass the following dates:

October 12, 1992 =====	M O N T H L Y				
	A	B	C	D	E
Police Officer Trainee	\$2325.18	\$2546.43	\$2673.75	\$2897.46	\$2947.83
Police Officer Trainee II	\$2425.18	\$2546.43	\$2673.75	\$2897.46	\$2947.83
Police Officer	\$2807.46	2947.83	\$3095.19	\$3249.96	\$3412.47

CITY OF LODI AND POLICE OFFICERS ASSOCIATION OF LODI MOU

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33.3 SALARY SURVEY

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

- |              |              |
|--------------|--------------|
| . Antioch    | . Pittsburg  |
| . Davis      | . Pleasanton |
| . El Cerrito | . Roseville  |
| . Fairfield  | . Stockton   |
| . Manteca    | . Tracy      |
| . Modesto    | . Vacaville  |
|              | . Woodland   |

ARTICLE XXXVI - ASSOCIATION TIME

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36.1 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. 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.

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

36.3 The President of the POAL shall be granted 4 hours per week for the performance of the duties of the office. This time shall be scheduled from 1330 hours to 1730 hours each Wednesday. Such time shall be charged to the Association time bank. He/She may be called upon for emergencies or other needs of the Department.

ARTICLE XLII - EMPLOYEE RIGHTS

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42.1 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 Chief of Police, and the imposition of discipline.

42.2 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.

42.3 The City agrees not to interfere or in any way discriminate against an employee for exercising his or her right to belong to an employee organization or to exercise his or her rights under this MOU.

42.4 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.

42.5 Within 10 work days, excluding weekends and holidays, after the conclusion of an administrative investigation, the Chief of police or his designee shall notify the employee of any recommended discipline to be imposed.

ARTICLE XLIII - SEVERABILITY

43.1 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 XLIV - CATASTROPHE BANK

44.1 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 (30) calendar days.

The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting officers 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 (4) 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 XLV - SAFETY COMMITTEE

45.1 The City of Lodi 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 workplace hazards are identified and abated in a timely manner.

This safety committee shall be chaired by the "Administrative Sergeant" and shall consist of three Police Officers, a Lieutenant, a Captain, and three non-sworn members of the Department.

ARTICLE XLVI - LIFE INSURANCE

46.1 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.

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CITY OF LODI

CITY OF LODI AND POLICE OFFICERS ASSOCIATION OF LODI MOU

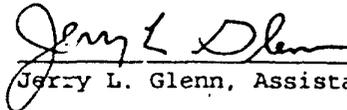
POLICE OFFICERS ASSOCIATION OF LODI

CITY OF LODI



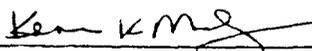
Dennis Lewis, President

Date 4/10/93



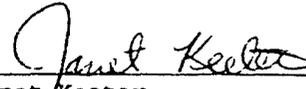
Jerry L. Glenn, Assistant City Manager

Date 4-22-93



Ken Melgoza, 1st Vice President

Date 4-21-93



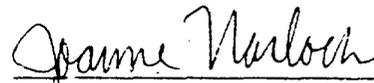
Janet Keeter  
Administrative Assistant to the City Manager

Date 4/22/93



Craig Wetterer, 2nd Vice President

Date 4.10.93



Joanne Narloch, Personnel Director

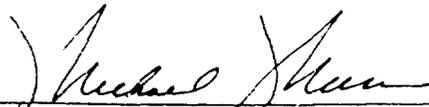
Date 4-22-93

John Bell, Treasurer

Date 4-22-93

Floyd Williams, Police Chief

Date \_\_\_\_\_



Mike Morris, Secretary

Date 04/11/93

  
Acting Chief Larry Hansen  
Larry Hansen, Police Captain

Date MAY 6<sup>th</sup> 1993

CITY OF LODI

CITY OF LODI AND POLICE OFFICERS ASSOCIATION OF LODI MOU -- 1992 - 1993

APPENDIX "A"

POLICE OFFICER (PATROL) SHIFT ROTATION

M T W T F S S M T W T F S S

1st	***	***			***	***	***	***						
Platoon	***	***			***	***	***	***						

2nd			***	***					***	***	***	***		
Platoon			***	***					***	***	***	***		

\*\*\* = Off Shift