



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving Police Officers Association of Lodi Memorandum of Understanding for the Period January 1, 2012 through December 31, 2013

**MEETING DATE:** July 10, 2012

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Adopt resolution approving Police Officers Association of Lodi Memorandum of Understanding for the period January 1, 2012 through December 31, 2013.

**BACKGROUND INFORMATION:** The Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi (POAL) expired on December 31, 2011. The principle components of the Memorandum of Understanding (as included in the attached tentative agreement, Exhibit A) are as follows:

- The terms and conditions of this Memorandum of Understanding shall be from January 1, 2012 through December 31, 2013.
- Employee share of retirement will be paid as follows: 3.0 percent for July 1, 2012 through December 31, 2012; 6.0 percent January 1, 2013 through December 31, 2013 and 9% thereafter.
- The POAL and the City agree to cap employees City paid medical insurance at the following rates effective January 1, 2013: single - \$610.44, employee plus one - \$1220.88, employee plus family - \$1587.14.
- The City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively).
- The POAL and the City agree to reopen the MOU to negotiate a Cafeteria Plan.
- Incentives shall be revised as noted: increase Advanced and Intermediate POST by \$150 each; add incentive for Basic POST of \$50; increase Bachelor Degree incentive by \$50; reduce Bilingual pay incentive by \$50. POST certificate incentives are not stackable.
- The City will restore the 3 percent City match to Deferred Compensation effective January 1, 2013.
- POAL agrees to a second tier retirement system based upon the 3% @ 55 formula with highest 36 months salary for determining final compensation.

**FISCAL IMPACT:** It is estimated that the provisions of this Memorandum of Understanding will save the City \$400,000 over the term of the agreement.

**FUNDING AVAILABLE:** Necessary funding will be included in each fiscal year budget.

Jordan Ayers, Deputy City Manager/Internal Services Director

Attachment

APPROVED:

Konradt Bartlam, City Manager

**MEMORANDUM OF UNDERSTANDING**

**CITY OF LODI**

**AND**

**POLICE OFFICERS ASSOCIATION OF LODI**

**JANUARY 1, 2012 – DECEMBER 31, 2013**

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Exhibit A – Salary Schedule

Attachment A – Side Letter Regarding Promotional Examinations

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**CHAPTER 1 - COMPENSATION & WORKING CONDITIONS**

**ARTICLE I - SALARY**

- 1.1 The Salary Schedule for members of the POAL will be as set forth in Exhibit A.
- 1.2 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a survey is performed, the fifteen cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

Deleted: Effective October 9, 2008 employees shall receive an additional percentage (in addition to the amount determined by applying Article 1.1) to create a 20% differential between top step Police Officer and top step Police Sergeant. Police Officer's top step will be calculated by dividing the Sergeant's top step salary by 1.20, creating a 20% separation between Sergeant and Police Officer.¶

Deleted: Effective October 9, 2008 employees shall receive an amount that shall be determined by comparing the Police Officer's salary with the salary for Sergeants (as surveyed and compared to salaries of comparable agencies) as of October 9, 2009, and reducing the amount (as calculated in section 1.1) by 20%. If General Fund Revenues do not increase by at least 1% (using audited revenues for the year ended June 30, 2008, in comparison with audited revenues for the year ended June 30, 2009), then POAL and the City of Lodi will reopen negotiations with regard to salary and benefits.¶

¶  
1.3 Effective October 9, 2009 employees shall receive an amount that shall be determined by comparing the Police Officer's salary with the salary for Sergeants (as surveyed and compared to salaries of comparable agencies) as of October 9, 2009, and reducing the amount (as calculated in section 1.1) by 20%. If General Fund Revenues do not increase by at least 1% (using audited revenues for the year ended June 30, 2008, in comparison with audited revenues for the year ended June 30, 2009), then POAL and the City of Lodi will reopen negotiations with regard to salary and benefits.¶

¶  
1.4 Effective October 9, 2010, employees shall receive an amount that shall be determined by comparing the Police Officer's salary with the salary for Sergeants salary (as surveyed and compared to salaries of comparable agencies) as of October 9, 2010, and reducing the amount (as calculated in section 1.2) by 20%. If General Fund Revenues do not increase by at least 1% (using audited revenues for the year ended June 30, 2010), then POAL and the City of Lodi will reopen negotiations with regard to salary and benefits.

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**ARTICLE II - HOURS OF WORK**

- 2.1 Patrol Officers shall work a "10-4" plan. Officers assigned to the Investigations Bureau will work a "10-4" work schedule.
- 2.2 The work period for safety employees will consist of fourteen days (coincides with bi-weekly pay period). This work period shall be from Monday through the second succeeding Sunday.
- 2.3 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the "needs of the service".
- 2.4 The City and the POAL mutually agree that split shifts are very stressful and may cause health problems. Consequently, officers shall not work split shifts except during cases of an emergency nature. Specifically and for training purposes only, this provision does not apply to the Canine Officer assigned to Graveyard with Thursday's and Friday's off in order to better facilitate training.

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

**ARTICLE III - OVERTIME**

3.1 Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours illustrated below:

Deleted: No employee on a disciplinary or medical leave will be eligible to work overtime.

**Work Schedule**

10 hours per day, 4 days per week  
9 hours per day, 9 days per period

**Overtime**

over ten hours in a day  
over nine hours in a day

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

3.2 Overtime hours shall be reported and paid in quarter hour increments with less than 7.5 minutes rounded down to the next quarter hour increment and over 7.5 minutes rounded up to the next quarter hour increment.

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

**ARTICLE IV - REST PERIOD**

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

- a. Officers will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:
- 1) the time period that officer's regular work shift ends and his/her scheduled appearance/ assignment time; or
  - 2) the time period that officer is dismissed and his/her regular work shift begins.

This rest period will not be charged to the officer.

- b. If an officer receives approval to take the remaining portion of his or her scheduled shift off, the officer's leave balances will be charged for the entire shift (as if no rest period has occurred).
- c. The rest period does not apply when an officer is scheduled for court or appearance/ assignment the day immediately following a day off.
- 4.2 If an officer is called to duty or remains on duty for any reason within that rest period or into his/her normal shift, he/she shall be compensated at 150% of his/her normal rate of pay.
- 4.3 To the extent shift scheduling allows, the City will endeavor to grant each officer, below the rank of Sergeant, desiring to utilize his/her lunch time as part of a personal fitness program, permission to combine his/her 15-minute break with his/her 45-minute lunch period for this purpose.

## **ARTICLE V - COMPENSATORY TIME**

- 5.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.
- 5.2 No more than 240 hours of compensatory time may be carried on the books at any time. Side Letters to the immediately preceding MOU increased POAL members CTO leave maximum to 480 hours. Bargaining Unit Members with banks exceeding 240 hours shall

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retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 240 hour maximum provided for in this MOU.

**Comment [dss1]:** This is an issue we never covered in negotiations but it obviously needs resolution. I assume the proposed resolution would be acceptable to all parties.

- 5.3 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 5.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 5.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year, in April and October.

**ARTICLE VI - ABOVE CLASS PAY**

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

**ARTICLE VII - EDUCATION INCENTIVE**

- 7.1 Education incentive pay shall be as follows, effective the pay period following approval of the MOU by City Council:

Bachelor's Degree	\$ <u>200</u> .00 per month
<u>Basic POST Certificate</u>	<u>\$50.00 per month</u>
<u>Intermediate POST Certificate</u>	<u>\$150.00 per month</u>
Advanced POST Certificate	\$ <u>300</u> .00 per month

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No employee shall be entitled to additional pay provided in this paragraph until completion of the appropriate probationary period. The POST Incentives set forth in this clause are paid at the highest level certificate held (i.e. they are not stackable).

**ARTICLE VIII - BILINGUAL OFFICERS**

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8.1 Officers who have demonstrated a conversational proficiency in Spanish, Punjabi or American Sign Language shall receive an allowance of \$150.00 per month above their normal base pay. Officers shall not be eligible for the bilingual allowance while attending a POST Basic Academy.

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### **ARTICLE IX - ARSON / EXPLOSIVE ORDINANCE INCENTIVE**

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

### **ARTICLE X - MOTOR OFFICERS**

10.1 Officers assigned to the Motors Unit shall be compensated at the officer's regular rate of pay. In addition, the officer shall be credited with one and two-tenths (1.2) hours of overtime per week and it is mutually agreed this fully compensates the officer for the time taken for regular pre-shift preparation, washing, minor maintenance and in City transportation of the vehicle to repair facilities and any permitted transportation of the motorcycle to and from home. It is also mutually agreed that assignments to the Motor Unit are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

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### **ARTICLE XI - CANINE DUTY**

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

- a. The City and POAL estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a weekly basis, is seven (7) hours. They agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized.

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The pay rate for the performance of such work shall be \$7.25 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis, is \$101.50. If the federal minimum wage increases, this hourly rate shall increase accordingly.

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

11.2 It is mutually agreed that assignments to the Canine program are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

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

## ARTICLE XII - POLICE CORPORALS

12.1 Corporals shall wear the insignia (two stripes) currently in use for the Field Training Officer and they shall receive an allowance equal to 6.0% of their normal base pay. It is

mutually agreed that part of the Corporal duties are those of supervision in the absence of the Sergeant. It is also mutually agreed that Corporals shall not accept, investigate, or in any form, handle any matter of discipline.

### **ARTICLE XIII - SPECIAL ASSIGNMENT PAY**

- 13.1 Officers assigned to the Detective Bureau and SWAT shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that assignments to the Detective Bureau and SWAT are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

### **ARTICLE XIV - CALL BACK**

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

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

### **ARTICLE XV - COURT TIME**

- 15.1 Police Officers scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-

half for actual hours involved in such appearances. In no event shall they be paid for less than four hours.

- 15.2 Court appearances which are within two hours of the beginning of a shift or within one hour of the end of the shift shall be compensated at the time and one-half rate. Such appearances shall be reported as contiguous shift extensions.
- 15.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum four hours shall be paid.
- 15.4 Officers who receive a subpoena to appear in court, shall notify the Watch Commander of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

### **ARTICLE XVI - ADDITIONAL COMPENSATION/LOYALTY PROGRAM**

After completing ten years of service with the Lodi Police Department, employees shall receive an annual loyalty compensation amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Police Department. Employees who have completed twenty years of service with the Lodi Police Department will receive an annual loyalty compensation amount of \$3,000 on November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31<sup>st</sup> meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Police Department) shall receive the loyalty compensation associated with their years of service with the Lodi Police Department.

[The Incentive in this Article is limited to employees hired prior to July 10, 2012.](#)

### **ARTICLE XVII - UNIFORM ALLOWANCE**

- 17.1 Effective January 1, 2004, the uniform allowance shall be \$950 annually paid bi-weekly in the employee's normal payroll check.

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17.2 The City agrees to pay a sum of \$1,200 to offset the initial uniform and equipment costs required for a Motor Officer and to pay an additional \$800 annual uniform allowance for those officers assigned to Motors, paid bi-weekly in the employee's normal payroll check.

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

17.4 The City agrees to provide each officer a set of "Threat Level 3-A" body armor. When an employee is on patrol he/she agrees to wear his/her body armor.

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- a. In that the City and POAL agree that officer safety is paramount, the City agrees to replace all ballistic vests prior to the end of the fifth year from the date of manufacture.
- b. The City agrees to furnish each officer an SL-20 flashlight by Streamlight. The City agrees to exchange the flashlight battery and flashlight bulb upon request, but no more often than once in any twelve-month period.

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

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

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

17.7 If an employee is terminated, all remaining bi-weekly uniform allowance payments will be forfeited as of the termination date.

Deleted: member of the bargaining unit is absent from duty for a full quarter as defined in ¶ section 17.1 that officer shall not be paid his/her uniform allowance for that quarter.

**ARTICLE XVIII - SAFETY COMMITTEE**

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

In order to carry out this goal, a department safety committee shall be formed whose duty it shall be to ensure that work place hazards are identified and abated in a timely manner. This safety committee shall be chaired by the "Administrative Sergeant" and shall consist of three (3) Police Officers, one (1) Lieutenant, one (1) Captain, and three (3) non-sworn members of the department.

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## CHAPTER 2 - LEAVES

### ARTICLE XIX- CATASTROPHIC LEAVE

19.1 Catastrophic Leave is available to employees in accordance with the City's current Catastrophic Leave of policy.

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

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

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

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### ARTICLE XX - FAMILY MEDICAL LEAVE

20.1: Family Medical Leave is available to employees in accordance with the City's current Family Medical Leave policy.

### ARTICLE XXI - BEREAVEMENT LEAVE

21.1 Bereavement Leave is available to employees in accordance with the City's current Bereavement Leave policy.

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### ARTICLE XXII - HOLIDAYS

22.1 Effective January 1 of each year, each represented member of the POAL shall be granted 13.5 days of holiday leave which may be taken on any day of the week depending on the needs of the service. For purposes of this section, a day shall be the equivalent of one assigned shift of work. However, notwithstanding anything to the contrary in this MOU, Holiday Leave may be taken in hourly increments.

22.2 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.

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

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<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King, Jr. Day</u>	<u>3<sup>rd</sup> Monday in January</u>
<u>President's Day</u>	<u>3<sup>rd</sup> Monday in February</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>1<sup>st</sup> Monday in September</u>
<u>Thanksgiving Day</u>	<u>4<sup>th</sup> Thursday in November</u>
<u>Day after Thanksgiving</u>	<u>Friday following Thanksgiving</u>
<u>Afternoon of Christmas Eve</u>	<u>half day on December 24</u>
<u>Christmas</u>	<u>December 25</u>

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Memorial Day¶  
Independence Day¶  
Labor Day¶  
Thanksgiving Day¶  
Day after Thanksgiving¶  
Christmas Day¶  
- January 1¶  
- 3<sup>rd</sup> Monday in January¶  
- 3rd Monday in February¶  
- Last Monday in May¶  
- July 4¶  
- 1st Monday in September¶  
- 4th Thursday in November¶  
- Friday following Thanksgiving Day¶  
- December 25¶

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

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

- 22.5 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.
- 22.6 If holiday time is not used by the end of the calendar year, it will be cashed out to the employee.

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Deleted: 23.1 The City and POAL mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with Section L, Leave of Absence, Administrative Policy and Procedure Manual. ¶  
¶  
23.2 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.¶  
¶  
23.3 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status, shall not receive employer paid employment benefits. Health benefits may be continued at the employee's expense. [5]

**ARTICLE XXIII - LEAVE OF ABSENCE**

23.1: Leave of Absence is available to employees in accordance with the City's current Leave of Absence policy.

**ARTICLE XXIV RESERVED**

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Deleted: 24.1 Police Officers who are working are entitled to use sick leave, vacation leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.¶

¶ 24.2 Police Officers are entitled to leave without pay or other benefits for up to four months from the date of disability for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the City may require verification of the extent of disability through a physical examination of the employee by a physician appointed and paid for by the City.¶

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

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

**ARTICLE XXV - SICK LEAVE**

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

- a. Actual illness or injury of the employee.
- b. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's family member is incapable of independently attending such appointments.
- c. Where the employee's medical attention to an immediate family member is required.
- d. Emergency leave to the death or imminent death of family members.

25.2 Effective the pay period beginning October 25, 2004, all employees shall accumulate sick leave at the rate of 5.54 hours per pay period (144 hours per year).

25.3 Sick leave may be accumulated to an unlimited amount.

**ARTICLE XXVI - VACATION LEAVE**

26.1 Vacation accruals shall be as follows:

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

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26.2 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.

26.3 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.

26.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy of Vacation Leave.

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

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26.6 Effective January 1, 2014, employees shall be eligible to annually cash out all accrued vacation hours in excess of 80 hours in December of the calendar year. This clause shall survive the expiration of this Agreement to and including January 1, 2014.

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**ARTICLE XXVII - RESERVED**

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Deleted: 27.1 The attached policy (Attachment A) provides reporting requirements for officers while on leave of absence from work.¶

**CHAPTER 3 - INSURANCE BENEFITS & RETIREMENT**

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**ARTICLE XXVIII - CAFETERIA PLAN**

28.1 The City intends to propose a cafeteria based benefit plan with an effective date of January 1, 2013. This program would incorporate but not be limited to Medical, Dental, Vision, Chiropractic and Life Insurance. The above terms of this Agreement will be reopened for negotiation upon the City's presentation of a draft plan. The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.

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**ARTICLE XXIX - CHIROPRACTIC INSURANCE**

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

**ARTICLE XXX - DENTAL INSURANCE**

30.1 The City agrees to provide a dental plan equivalent to the Stanislaus Foundation for Medical Care dental plan (group number 5110) to all employees and their dependents. The City reserves the right to select any dental administrator.

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

**ARTICLE XXXI - FLEXIBLE SPENDING ACCOUNT**

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

**ARTICLE XXXII - VISION INSURANCE**

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

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**ARTICLE XXXIII- MEDICAL INSURANCE**

33.1 The City shall offer medical insurance equivalent to the CalPERS Health Program. If no equal alternative is readily available, the City and the POAL will meet to negotiate alternatives promptly. To the extent the provider discontinues or changes the medical plan coverage, these changes are not the responsibility of the City. The City shall however, make every effort to retain the medical plan as agreed to by the POAL and City.

33.2 All employees are offered medical insurance for themselves and dependents through CalPERS medical plans. City shall pay 100% of the premium for employee's family category (Family, Employee + 1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) effective January 1, 2012.

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The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

- \$692.81 per month for Family
- \$532.92 per month for Employee + 1
- \$305.22 per month for Single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Effective January 1, 2013, City will pay a maximum of the following for each family category:

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- \$1,587.14 for Family
- \$1,220.88 for Employee + 1
- \$610.44 for Single.

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

POAL shall allow a number equal to half of their membership of City employees to become associate members of POAL solely to allow access to health plans not otherwise available to non public safety members. Associate memberships shall be allotted on a first-come, first-served basis.

Deleted: Effective November 22, 2004 the City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. All employees irrespective of choice of plan shall contribute \$80.00 per month for Employee Plus One and \$104.00 per month for full family coverage. This contribution shall be capped for the life of the contract. ¶

33.3 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.

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33.4 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.

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

**ARTICLE XXXIV - RESERVED**

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**ARTICLE XXXV - DEFERRED COMPENSATION**

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

35.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee's gross salary effective the first pay period in which January 1, 2013 falls.

Deleted: 34.1 Effective October 9, 2007, if an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to the employee's deferred compensation account to equal one-half of the medical insurance premium that would have been paid by the City of Lodi. This dollar amount shall not increase during the term of this MOU.

34.2 If both the employee and the employees spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 34.1 shall apply to the employee who is not the primary provider.

Example:

Employee + Employee Share of Cost is \$0

Employee + Employee +1 Share of Cost is \$80.00 per month

Employee + Employee + Family Share of Cost is \$104.00 per month

34.3 Reopen negotiations when PORAC trust becomes available.

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**ARTICLE XXXVI - LIFE INSURANCE**

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

**ARTICLE XXXVII - PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

37.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to the date of execution of this MOU:

Public Safety

3% @ 50 plan

- 1959 Survivors Benefit – Third Level
- Employee's 9% paid as noted below
- Credit for Unused Sick Leave

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- Military Service Credit as Public Service
- Single Highest Year

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Single highest year

37.2 For employees hired after the execution date of the amended contract with CalPers, the following retirement plan will apply:

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Public Safety                      3% @ 55 plan

- 1959 Survivor Benefit – Third Level
- Employee’s 9% paid as noted below
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average

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37.3 Employee shall pay three percent (3%) of the Employee’s share of retirement effective January 1, 2012 through December 31, 2012; six percent (6%) of the employee’s share effective January 1, 2013 and nine percent (9%) effective the first pay period in which December 31, 2013 falls.

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**ARTICLE XXXVIII - SICK LEAVE CONVERSION PROGRAM**

Deleted: The City shall provide the PERS retirement program, commonly known as the “3% at 50” program. Said program shall include the following additional benefits:¶  
1959 Survivors Benefits – third level¶  
Single Highest Year¶  
Sick Leave Credit

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

Deleted: 37.2 The City agrees to pay into each employee’s PERS account 9%. This is understood to be the employee’s normal retirement contribution.¶

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:

**OPTION #1 – “Bank”**

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

For example:

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

$$1800 \times .75 \times \$19.61 = \$24,473.50$$

This amount will be reduced each month by the current premium for the employee and dependent until the balance is gone. In the event the retiree dies the remaining bank will

be reduced by fifty percent (50%) and the survivor may use the bank until the balance is gone or may cash out the remaining balance.

OPTION #2 – “Conversion”

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month’s premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

For example:

Officer Smith retires with 25 years of service and 1800 hours of unused sick leave:

Sick Leave Hours – 1800 divided by 8(coverage factor)=225  
 225 times 87.5 (% of coverage)=196.88  
 196 divided by 12(yrs) = 16.4 total years of coverage

OPTION #3 – “Cash-Out”

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.

OPTION #4 – “Service Credit”

Employees may elect to add PERS credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after October 10, 1994. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 37.1, the City will report they have zero hours of unused sick leave.

- 38.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program (10 years) the surviving dependents have an interest in one-half the value of the bank as calculated in option #1.

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

38.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 38.1 of this Article.

**ARTICLE XXXIX - SURVIVORS BENEFITS**

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

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

39.2 Survivor benefits (listed in 4856 of the California Labor Code) do not apply to Police Officer Trainee until such time that he/she is sworn pursuant to Article 20, Section 3

39.3 Disability benefits (listed in 4850 of the California Labor Code) shall not apply to until such time that he/she is sworn pursuant to Article 20, Section 3.

**ARTICLE XL - TUITION REIMBURSEMENT**

40.1 [Tuition Reimbursement is available to employees in accordance with the City's current Tuition Reimbursement policy](#)

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

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

40.2 Effective July 1, 2005 the City shall pay up to \$2,500 per fiscal year towards the cost of tuition and books.

The Police Chief has the authority and discretion to define "job related" and to approve or disapprove requests under this section. The procedures and limitations of the City policy on tuition reimbursement shall apply to bargaining unit personnel. Police Officer Trainee shall not be eligible for any additional tuition reimbursement beyond costs associated with the POST Basic Academy while attending the POST Basic Academy.

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## **CHAPTER 4 - ASSOCIATION/CITY ISSUES**

### **ARTICLE XLI - ASSOCIATION TIME**

- 41.1 Individual bargaining unit members may donate from their accrued vacation leave, holiday leave, or compensatory time off up to a total of 800 hours per calendar year for Association business directly related to representation of Lodi Police Officers. The President of the POAL may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed that additional members may be absent. Five days advance notice of use of time shall be given. The time may be used only in hourly increments with a two-hour minimum.
- 41.2 The POAL has the right to purchase additional time at the rate of 150% of base pay.
- 41.3 Except in cases of an emergency, the President of the POAL shall be granted one day per week wherein half of one day's shift per week may be used for the performance of the duties of the office of President of the POAL. This time shall be scheduled at a time mutually agreed upon between the POAL President and the Chief of Police or his designee. Such time shall be charged to the Association time bank.

### **ARTICLE XLII - BENEFICIAL PAY PRACTICE**

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

### **ARTICLE XLIII - CHANGES IN THE MEMORANDUM OF UNDERSTANDING**

- 43.1 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 XLIV - CITY RIGHTS**

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

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

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

## **ARTICLE XLV - CONCERTED ACTIVITIES**

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

**ARTICLE XLVI - EMPLOYEE REPRESENTATION**

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

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

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

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

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

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

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

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- 46.2 The City and the POAL mutually agree that the City shall grant dues deduction to City employees who are members of the POAL in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The POAL shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the POAL shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. An authorization for payroll deductions may be canceled or modified upon written notice to the City and the Association before the 20th day of the month in which the cancellation is to become effective, subject to the provisions of this article. Any dues check-off cancellation or modification notice shall first be forwarded to the POAL for notation and then returned to Payroll prior to any change in a members dues check-off.
- 46.3 The City shall make available a period of one hour to the association in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other association benefits, and the responsibilities of the employee and the organization of the association with an end toward having an employee who would become a better association member and a better employee.
- 46.4 All new hires in the classification of Police Officer Trainee shall remain in this category until they have completed their field training program and have been certified to work as a Police Officer.
- 46.5 For purposes of continued certification of the POAL as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with the POAL for the life of this MOU except that any unit employee may withdraw from membership not earlier than ninety days nor less than sixty days before the expiration of this MOU. Such withdrawal must be in writing and delivered to the POAL. A copy of the request shall be forwarded to the Finance Department upon receipt by the POAL.

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

### **ARTICLE XLVII - EMPLOYEE RIGHTS**

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

47.2 The POAL retains the right to provide representation for employees in the classification of Police Officer Trainee, though it is acknowledged that prior to being sworn pursuant to Article 20, Section 3, that the Police Officers Procedural Bill of Rights is not applicable to those employees. The City and its employees agree that disciplinary actions involving employees in the classification of Police Officer Trainee, prior to being sworn, will continue to be handled in a manner consistent with other member of this bargaining unit.

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

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment.
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized POAL representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

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

- 47.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.
- 47.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The POAL similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.
- 47.6 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

#### **ARTICLE XLVIII - GRIEVANCE PROCEDURE**

- 48.1 Intent and definitions of this section:
- a. This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, Letters of Understanding, and formal interpretations and clarifications executed by the POAL and the City.
  - b. The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
  - c. A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the POAL involving the interpretation, application, or enforcement of the express terms of this MOU and other terms and conditions of employment and matters of discipline.

- d. As used in this procedure, the term "party" means an employee, the POAL, the City, or their authorized representatives. The employee is entitled to representation through all the steps in the procedure.
- e. As used in this procedure the term "working days" refers to Monday through Friday, excluding City recognized holidays.

#### 48.2 Grievance Procedure

- A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to City management through the grievance procedure regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.
- B. Informal Grievance. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) working days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) working days of the unsuccessful discussion and so on, until the employee reaches the Police Chief. The decision of the Police Chief regarding an informal grievance shall be final unless the employee files a formal grievance. A request for the grievance to be presented in writing may be made at any supervisory level and shall be made prior to filing a formal grievance.
- C. Formal Grievance
  - 1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager or designee within ten (10) working days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager or designee shall meet with and respond in

writing to the employee within ten (10) working days of the receipt of the grievance.

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

#### 48.3 Discipline

- A. Discipline in General. Causes for disciplinary action are specified in the Rules for Personnel Administration (RPA) and the Department's policy manual. Disciplinary action includes but is not limited to written reprimands, demotion, suspension, or discharge of the employee. The causes cited in the RPA and policy manual are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the written list of causes, in which the City may find it necessary and appropriate to initiate disciplinary action.
- B. Right of Appeal
  1. Any employee shall have the right to appeal an EPO to the Division Commander (or Police Chief if issued by Division Commander). Any employee shall have the right to appeal a written reprimand through the chain of command up to the Police Chief or his designee. The decision of the Police Chief is final and binding and not subject to further appeal. The appeal process timeline is as specified in #2a and #2b.
  2. Any employee in the POAL bargaining unit shall have the right to appeal disciplinary action above a written reprimand as follows:
    - a. An employee must submit, in writing, to the Division Commander the appeal, clearly stating the basis and requested action within ten

(10) working days after receiving the notice of discipline. The decision of the Division Commander will be issued within ten (10) working days of receipt of appeal.

- b. The Division Commander's decision may be appealed to the Police Chief or his designee by filing in writing within ten (10) working days after issuance. The Police Chief will schedule a meeting with the employee and hear all evidence germane to the dispute. Thereafter, the Police Chief will decide the matter within ten (10) working days.
- c. The Police Chief's decision may be appealed to the City Manager or his designee by filing in writing within ten (10) working days after issuance. The City Manager will respond in writing within ten (10) working days of receipt of the appeal.
- d. The City Manager's decision may be submitted to arbitration as the final level of appeal for disciplinary action. Only the association may appeal to arbitration and must notify the City within ten (10) working days of the date of notice from the City Manager.

C. Conduct of Appeal Process

- 1. Failure by either party to meet the established time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 2. The time limits specified may be extended by mutual agreement between the parties.

D. Arbitration Process Guidelines

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

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

- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. In grievance arbitration, the parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the employer's representatives.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

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

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

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

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

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

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

**ARTICLE XLIX - LAYOFF PROCEDURE**

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

- a. Any reduction in rank shall be based entirely on seniority. The employee having the least classification seniority shall be reduced first and transferred to the next lower classification to which he/she previously worked.
- b. If an employee is reduced in rank he/she shall not be laid off until all other employees of similar rank to which he/she was reduced have been laid off (i.e., if a Police Sergeant is reduced in rank to Police Officer, he/she must then be the last Police Officer to be laid off, regardless of the seniority of the other Police Officers).
- c. All layoffs of Police personnel within the seniority span of service shall be by merit (at the discretion of the City Manager upon the recommendation of the Police Chief). The seniority spans of service are as follows:
  - 1) All Police Officer Trainees based on seniority; then
  - 2) All Police Officers on probation (one-year period);
  - 3) All personnel with less than two years seniority; then
  - 4) All personnel with two to three years seniority; then
  - 5) All personnel with three to six years seniority; then
  - 6) Personnel with more than six years shall be laid off by seniority.

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

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

#### **ARTICLE L - PROBATIONARY PERIOD**

- 50.1 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.

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## ARTICLE LI - SEVERABILITY

51.1 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 LII - TERM

52.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and POAL agree that the term is January 1, 2012 through December 31, 2013 except for Section 26.6 concerning cashable vacation pay, which shall survive to and including January 1, 2014.

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

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POLICE OFFICERS' ASSOCIATION OF LODI

CITY OF LODI

Kevin Kent, Police Officer  
Negotiator

Date \_\_\_\_\_

Konradt Bartlam, City Manager  
City of Lodi

Date \_\_\_\_\_

Deleted: Eric Bradley

Deleted: Blair King

Deleted: Chief

Paul Blandford, President

Date \_\_\_\_\_

Jordan Ayers, Deputy City Manager

Date \_\_\_\_\_

Deleted: Scott Bratton

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MASTAGNI HOLSTEDT Et Al.

Dennis Wallach, Chief Negotiator

Date \_\_\_\_\_

Steve Schwabauer, City Attorney

Date \_\_\_\_\_

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Deleted: Dean Gualco, Human Resources

Deleted: Manager

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**EXHIBIT A**

**SALARY EFFECTIVE JULY 10, 2012**

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<b><u>Occupation Title</u></b>	<b><u>OC C</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>
Police Corporal	310	5613.09	5893.75	6188.44	6497.86	6822.75
Police Officer	306	5295.37	5560.14	5838.15	6130.06	6436.56
Police Officer Trainee	307	4572.86	4801.50	5041.58	5293.66	5558.34

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ATTACHMENT A

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

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

1. For one vacancy, the top five highest scoring applicants will be certified to the Police Chief for a hiring interview.
2. In the event of more than one vacancy at the same time, two additional names will be certified for each additional vacancy. For example, if there are two vacancies, seven (7) names shall be certified, three (3) vacancies, nine (9) names, etc.
3. It is understood and agreed that the Police Chief has the sole right to select any of the eligibles certified to him in compliance with the Rules for Personnel Administration and other applicable law.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joanne M. Narloch, Human Resources Director  
City of Lodi

\_\_\_\_\_  
Sierra Brucia, President  
Police Officers Association of Lodi

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 ¶  
**MEDICAL APPOINTMENTS POLICY** ¶  
 ¶  
 ¶  
**SECTION 1: PURPOSE**¶  
 ¶  
 . . . . . To provide a city wide policy concerning the scheduling of medical appointments and follow-up communication for employees who are ill, injured (on or off duty), or who have other temporary limiting conditions that require them to be absent from work. A good level of communication is necessary so the City and departments can adequately plan for adequate staffing and provide timely benefits to eligible employees.¶  
 ¶  
**SECTION 2: EMPLOYEE'S RESPONSIBILITIES**¶  
 ¶  
 . . . . . It is the responsibility of any City of Lodi employee who is precluded from returning to full duty for more than three (3) consecutive working days, to do the following:¶  
 ¶  
 1) . If a medical appointment is made for the treatment of a workers compensation injury, schedule the initial, as well as all follow-up medical appointments with physicians, physical therapists, or any practitioner responsible for treating the employee's condition, at the earliest point in time that is available.¶  
 ¶  
 2) Contact the appropriate supervisor and verbally (e.g. via phone or in-person) provide notification in a thorough manner of the date and time of each and every appointment that impacts the employee's scheduled working hours:¶  
 ¶  
 a. . Notification shall be provided as soon as possible before the beginning of the work shift when the employee will be absent, or immediately if taken ill or injured during work hours. For any follow-up appointments, notification shall be provided as soon as feasible after the appointment is set.¶  
 ¶  
 b. If an appointment is related to treatment of a workers compensation injury, the employee shall indicate not only the date and time, but also who the appointment is with and type of treatment being provided.¶  
 ¶  
 c. In those instances when appointments are scheduled directly by the City or its contract administrat... [6]

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

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

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

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

1. All leave balances, including both donated and accrued leave, are exhausted.
2. The employee returns to work.
3. The employee's employment terminates.

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

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

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

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



## **MEDICAL APPOINTMENTS POLICY**

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### **SECTION 1:**

### **PURPOSE**

To provide a city wide policy concerning the scheduling of medical appointments and follow-up communication for employees who are ill, injured (on or off duty), or who have other temporary limiting conditions that require them to be absent from work. A good level of communication is necessary so the City and departments can adequately plan for adequate staffing and provide timely benefits to eligible employees.

### **SECTION 2:**

### **EMPLOYEE'S RESPONSIBILITIES**

It is the responsibility of any City of Lodi employee who is precluded from returning to full duty for more than three (3) consecutive working days, to do the following:

1) If a medical appointment is made for the treatment of a workers compensation injury, schedule the initial, as well as all follow-up medical appointments with physicians, physical therapists, or any practitioner responsible for treating the employee's condition, at the earliest point in time that is available.

2) Contact the appropriate supervisor and verbally (e.g. via phone or in-person) provide notification in a thorough manner of the date and time of each and every appointment that impacts the employee's scheduled working hours:

a. Notification shall be provided as soon as possible before the beginning of the work shift when the employee will be absent, or immediately if taken ill or injured during work hours. For any follow-up appointments, notification shall be provided as soon as feasible after the appointment is set.

b. If an appointment is related to treatment of a workers compensation injury, the employee shall indicate not only the date and time, but also who the appointment is with and type of treatment being provided.

c. In those instances when appointments are scheduled directly by the City or its contract administrator for treatment of a workers compensation injury, the employee is still responsible for contacting his/her appropriate supervisor and verbally providing notification in a thorough manner of the date and time of all appointments.

3) Attend all appointments as scheduled. Failure to attend these appointments may result in denial or suspension of benefits. Changes in

workers compensation appointments must be re-scheduled through the Risk Management office.

4) For conditions that preclude the employee from returning to full duty, medical certification (i.e., a doctor's note) must be provided immediately after every medical visit or treatment, to their appropriate supervisor. The supervisor will then forward the medical certification to Human Resources. Medical certification should provide:

- a. A statement that the employee can not return to full duty,
- b. A statement as to whether the employee can perform modified duties with any restrictions clearly stated,
- c. The date/time of the next appointment, and an estimated time of return to full duty,
- d. If the employee has reached the point where he/she can be released to full duty, then medical certification indicating the employee is released to full duty without restrictions must be provided.

A Department Head or supervisor may request medical certification for absences at any time for reasonable cause. A Department Head or supervisor may also require an employee to call in on a regular basis to provide updates regarding his/her status.

### SECTION 3:

### ADHERENCE

If an employee does not provide notification, submit appropriate paperwork or otherwise adhere to the provisions of this policy, the City of Lodi may:

a. Delay or deny benefits. In the workers compensation system this may affect temporary disability payments or payments to physicians, physical therapists, or other practitioners responsible for treating the employee's condition.

b. Initiate disciplinary proceedings as stipulated in Article XIII of the City of Lodi's Rules for Personnel Administration.

Failure to adhere to the provisions of this policy may also constitute violation of the Administrative Policy and Procedure Manual - Employee Separation Procedure. An

employee's failure to notify a supervisor of an absence or to arrive at his/her designated workplace for three (3) consecutive workdays as scheduled may be considered an unauthorized absence and/or an abandonment of position. Such absence may be processed as an automatic resignation or be cause for disciplinary action up to and including termination.

RESOLUTION NO. 2012-109

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING THE MEMORANDUM  
OF UNDERSTANDING WITH THE POLICE  
OFFICERS ASSOCIATION OF LODI

=====

WHEREAS, representatives from the City of Lodi and the Police Officers Association of Lodi have bargained in good faith for the purpose of amending certain articles of the Memorandums of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby approve the attached Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi; and

BE IT FURTHER RESOLVED that the term of the Memorandum of Understanding shall be from January 1, 2012 through December 31, 2013.

Date: July 10, 2012

=====

I hereby certify that Resolution No. 2012-109 was passed and adopted by the Lodi City Council in a special meeting held July 10, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

**CITY OF LODI**

**AND**

**POLICE OFFICERS ASSOCIATION OF LODI**

**JANUARY 1,2012 – DECEMBER 31,2013**

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Exhibit A – Salary Schedule

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CITY OF LODI  
AND  
POLICE OFFICERS' ASSOCIATION OF LODI  
2012-2013

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**CHAPTER 1 - COMPENSATION & WORKING CONDITIONS**

**ARTICLE I - SALARY**

- 1.1 The Salary Schedule for members of the POAL will be as set forth in Exhibit A.
- 1.2 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a survey is performed, the fifteen cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

**ARTICLE 11 - HOURS OF WORK**

- 2.1 Patrol Officers shall work a "10-4" plan. Officers assigned to the Investigations Bureau will work a "10-4" work schedule.
- 2.2 The work period for safety employees will consist of 14 days (coincides with bi-weekly pay period). This work period shall be from Monday through the second succeeding Sunday.
- 2.3 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the "needs of the service".
- 2.4 The City and the POAL mutually agree that split shifts are very stressful and may cause health problems. Consequently, officers shall not work split shifts except during cases of an emergency nature. Specifically and for training purposes only, this provision does not apply to the Canine Officer assigned to Graveyard with Thursdays and Fridays off in order to better facilitate training.

25 All employees in the classification of Police Officer Trainee, Police Officer or Police Corporal, shall select annually, beginning in the month of September, for at least a one year period, their preferred team assignment, days off sequence, holidays, and vacations on the basis of their seniority and the "needs of the service". (Seniority shall be defined as follows: Total time in service as a member of the bargaining unit. Should a member of the POAL leave membership for any reason and return to membership within 12 months, seniority shall be as if the member never left.)

### **ARTICLE III - OVERTIME**

3.1 Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours illustrated below:

#### **Work Schedule**

10 hours per day, 4 days per week  
9 hours per day, 9 days per period

#### **Overtime**

over 10 hours in a day  
over 9 hours in a day

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

3.2 Overtime hours shall be reported and paid in quarter-hour increments with less than 7.5 minutes rounded down to the next quarter hour increment and over 7.5 minutes rounded up to the next quarter hour increment.

### **ARTICLE IV - RESTPERIOD**

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

- a. Officers will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:
  - 1) the time period that officer's regular work shift ends and his/her scheduled appearance/ assignment time; or
  - 2) the time period that officer is dismissed and hisher regular work shift begins.

This rest period will not be charged to the officer.

- b. If an officer receives approval to take the remaining portion of his or her scheduled shift off, the officer's leave balances will be charged for the entire shift (as if no rest period has occurred).
  - c. The rest period does not apply when an officer is scheduled for court or appearance/ assignment the day immediately following a day off.
- 4.2 If an officer is called to duty or remains on duty for any reason within that rest period or into hisher normal shift, he/she shall be compensated at 150% of his/her normal rate of pay.
- 4.3 To the extent shift scheduling allows, the City will endeavor to grant each officer, below the rank of Sergeant, desiring to utilize his/her lunch time as part of a personal fitness program, permission to combine his/her 15-minute break with hisher 45-minute lunch period for this purpose.

## **ARTICLE V - COMPENSATORY TIME**

- 5.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.
- 5.2 No more than 240 hours of compensatory time may be carried on the books at any time. Side Letters to the immediately preceding MOU increased POAL members CTO leave maximum to 480 hours. Bargaining Unit Members with banks exceeding 240 hours shall

retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 240 hour maximum provided for in this MOU.

- 5.3 **An** employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 5.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 5.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year, in April and October.

#### **ARTICLE VI - ABOVE CLASS PAY**

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

#### **ARTICLE VII - EDUCATION INCENTIVE**

- 7.1 Education incentive pay shall be as follows, effective the pay period following approval of the MOU by City Council:

Bachelor's Degree	\$200.00 per month
Basic POST Certificate	\$50.00 per month
Intermediate POST Certificate	\$150.00 per month
Advanced POST Certificate	\$300.00 per month

No employee shall be entitled to additional pay provided in this paragraph until completion of the appropriate probationary period. The POST Incentives set forth in this clause are paid at the highest level certificate held (i.e. they are not stackable).

**ARTICLE VIII - BILINGUAL OFFICERS**

8.1 Officers who have demonstrated a conversational proficiency in Spanish, Punjabi or American Sign Language shall receive an allowance of \$150.00 per month above their normal base pay. Officers shall not be eligible for the bilingual allowance while attending a POST Basic Academy.

**ARTICLE IX - ARSON/ EXPLOSIVE ORDINANCE INCENTIVE**

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

**ARTICLE X - MOTOR OFFICERS**

10.1 Officers assigned to the Motors Unit shall be compensated at the officer's regular rate of pay. In addition, the officer shall be credited with one and two-tenths (1.2) hours of overtime per week and it is mutually agreed this fully compensates the officer for the time taken for regular pre-shift preparation, washing, minor maintenance and in City transportation of the vehicle to repair facilities and any permitted transportation of the motorcycle to and from home. It is also mutually agreed that assignments to the Motor Unit are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

**ARTICLE XI - CANINE DUTY**

- 11.1 The pay provisions for canine duty shall be regulated only by the following:
- a. The City and POAL estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a weekly basis, is seven (7) hours. They agree that any time spent in

excess of such time is not reasonably necessary and is accordingly not authorized. The pay rate for the performance of such work shall be \$7.25 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis, is \$101.50. If the federal minimum wage increases, this hourly rate shall increase accordingly.

- b. For purposes of calculating overtime for work performed by police officers in their capacity as police officers, the reference above shall be part of the base salary rate.
- 11.2 It is mutually agreed that assignments to the Canine program are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.
- 11.3 Officers assigned to the Canine program shall continue in this assignment for a period of not more than five years and shall be compensated at the officer's regular rate of pay including appropriate education incentive pay. Upon completion of the fifth year, the officer's performance shall be evaluated, along with any other submitted applications of interest for the position of Canine, for the purpose of filling the position in the program. If no other applications of interest have been submitted for the position in the Canine program, the officer holding the position may be extended for a period of two more years whereupon another evaluation period, previously mentioned, shall commence. (The City reserves the right to conduct annual evaluations on Canine Officers.)

## **ARTICLE XII - POLICE CORPORALS**

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

**ARTICLE XIII - SPECIAL ASSIGNMENT PAY**

13.1 Officers assigned to the Detective Bureau and SWAT shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that assignments to the Detective Bureau and SWAT are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, **as** does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless **an** officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

**ARTICLE XIV - CALL BACK**

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

When an officer is ordered back to work on an "as soon as possible" basis and reports within 30 minutes, the officer shall be compensated from the time of the call.

**ARTICLE XV - COURT TIME**

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

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

- 15.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum four hours shall be paid.
- 15.4 Officers who receive a subpoena to appear in court, shall notify the Watch Commander of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

#### **ARTICLE XVI - ADDITIONAL COMPENSATION/LOYALTY PROGRAM**

After completing ten years of service with the Lodi Police Department, employees shall receive an annual loyalty compensation amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing 20 years of service with the Lodi Police Department. Employees who have completed 20 years of service with the Lodi Police Department will receive an annual loyalty compensation amount of \$3,000 on November of the year following completion of 20 full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31<sup>st</sup> meet the service level requirements (either ten full years or 20 full years from the first day of the month in which they started their employment with the City of Lodi Police Department) shall receive the loyalty compensation associated with their years of service with the Lodi Police Department.

The Incentive in this Article is limited to employees hired prior to July 10, 2012.

#### **ARTICLE XVII - UNIFORM ALLOWANCE**

- 17.1 Effective January 1, 2004, the uniform allowance shall be \$950 annually paid bi-weekly in the employee's normal payroll check.
- 17.2 The City agrees to pay a sum of \$1,200 to offset the initial uniform and equipment costs required for a Motor Officer and to pay an additional \$800 annual uniform allowance for those officers assigned to Motors, paid bi-weekly in the employee's normal payroll check.
- 17.3 If a Motor Officer fails to complete an 18-month assignment he/she agrees to reimburse the City on a prorated basis for each month not completed. If he/she is relieved for lack

of performance before the minimum 18 months, he/she shall also reimburse the City on the same prorated basis. If he/she completes the 18-month assignment the equipment becomes the officer's sole possession.

- 17.4 The City agrees to provide each officer a set of "Threat Level **3-A**" body armor. When an employee is on patrol he/she agrees to wear his/her body armor.
- a. In that the City and POAL agree that officer safety is paramount, the City agrees to replace all ballistic vests prior to the end of the fifth year from the date of manufacture.
  - b. The City agrees to furnish each officer an SL-20 flashlight by Streamlight. The City agrees to exchange the flashlight battery and flashlight bulb upon request, but no more often than once in any 12-month period.

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

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

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

17.7 If an employee is terminated, all remaining bi-weekly uniform allowance payments will be forfeited as of the termination date.

### **ARTICLE XVIII - SAFETY COMMITTEE**

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

In order to carry out this goal, a department safety committee shall be formed whose duty it shall be to ensure that work place hazards are identified and abated in a timely manner. This safety committee shall be chaired by the "Administrative Sergeant" and shall consist of three (3) Police Officers, one (1) Lieutenant, one (1) Captain, **and** three (3) non-sworn members of the department.

## CHAPTER 2 - LEAVES

### ARTICLE XIX- CATASTROPHIC LEAVE

19.1 Catastrophic Leave is available to employees in accordance with the City's current Catastrophic Leave of policy.

### ARTICLE XX - FAMILY MEDICAL LEAVE

20.1 Family Medical Leave is available to employees in accordance with the City's current Family Medical Leave policy.

### ARTICLE XXI - BEREAVEMENT LEAVE

21.1 Bereavement Leave is available to employees in accordance with the City's current Bereavement Leave policy

### ARTICLE XXII - HOLIDAYS

22.1 Effective January 1 of each year, each represented member of the POAL shall be granted 13.5 days of holiday leave which may be taken on any day of the week depending on the needs of the service. For purposes of this section, a day shall be the equivalent of one assigned shift of work. However, notwithstanding anything to the contrary in this MOU, Holiday Leave may be taken in hourly increments.

22.2 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.

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

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Afternoon of Christmas Eve	half day on December 24
Christmas	December 25

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

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

- 22.5 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.
- 22.6 If holiday time is not used by the end of the calendar year, it will be cashed out to the employee.

### **ARTICLE XXIII - LEAVE OF ABSENCE**

- 23.1 Leave of Absence is available to employees in accordance with the City's current Leave of Absence policy

**ARTICLE XXIV RESERVED**

**ARTICLE XXV - SICK LEAVE**

- 25.1 The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a benefit of paid time away from the work duties in the event of one of the following circumstances:
- a. Actual illness or injury of the employee.
  - b. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's family member is incapable of independently attending such appointments.
  - c. Where the employee's medical attention to an immediate family member is required.
  - d. Emergency leave to the death or imminent death of family members.
- 25.2 Effective the pay period beginning October 25, 2004, all employees shall accumulate sick leave at the rate of 5.54 hours per pay period (144 hours per year).
- 25.3 Sick leave may be accumulated to an unlimited amount.

**ARTICLE XXVI - VACATION LEAVE**

- 26.1 Vacation accruals shall be as follows:

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

- 26.2 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 12 months of employment shall be entitled to a payoff for vacation days on a prorated basis.
- 26.3 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.
- 26.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.
- Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy of Vacation Leave.
- 26.5 **All** persons hired after October 10, 1994, shall only accrue a maximum of 6.16 hours of vacation per pay period.
- 26.6 Effective January 1, 2014, employees shall be eligible to annually cash out all accrued vacation hours in excess of 80 hours in December of the calendar year. This clause shall survive the expiration of this Agreement to and including January 1, 2014.

**ARTICLE XXVII - RESERVED**

## **CHAPTER 3 - INSURANCE BENEFITS & RETIREMENT**

### **ARTICLE XXVIII - CAFETERIA PLAN**

28.1 The City intends to propose a cafeteria based benefit plan with an effective date of January 1, 2013. This program would incorporate, but not be limited to, Medical, Dental, Vision, Chiropractic and Life Insurance. The above terms of this Agreement will be reopened for negotiation upon the City's presentation of a draft plan. The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.

### **ARTICLE XXIX - CHIROPRACTIC INSURANCE**

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

### **ARTICLE XXX - DENTAL INSURANCE**

30.1 The City agrees to provide a dental plan equivalent to the Stanislaus Foundation for Medical Care dental plan (group number 5110) to all employees and their dependents. The City reserves the right to select any dental administrator.

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

### **ARTICLE XXXI - FLEXIBLE SPENDING ACCOUNT**

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

### **ARTICLE XXXII - VISION INSURANCE**

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

ARTICLE XXXIII- MEDICAL INSURANCE

33.1 The City shall offer medical insurance equivalent to the CalPERS Health Program. If no equal alternative is readily available, the City and the POAL will meet to negotiate alternatives promptly. To the extent the provider discontinues or changes the medical plan coverage, these changes are not the responsibility of the City. The City shall however, make every effort to retain the medical plan as agreed to by the POAL and City.

33.2 All employees are offered medical insurance for themselves and dependents through CalPERS medical plans. City shall pay 100% of the premium for employee's family category (Family, Employee + 1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) effective January 1, 20 12.

The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for Family  
\$532.92 per month for Employee + 1  
\$305.22 per month for Single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Effective January 1, 2013, City will pay a maximum of the following for each family category:

\$1,587.14 for Family  
\$1,220.88 for Employee + 1  
\$610.44 for Single.

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

POAL shall allow a number equal to half of their membership of City employees to become associate members of POAL solely to allow access to health plans not otherwise available to non public safety members. Associate memberships shall be allotted on a first-come, first-served basis.

33.3 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.

- 33.4 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.
- 33.5 The City will make every effort to keep the POAL informed early of changes to coverage, premiums, or policies, and will notify the POAL of any such proposed change within ten days of receiving such notice. This includes forwarding copies of supporting documents, reports and periodic satisfaction surveys to the POAL within ten days of receipt of such supporting documents, reports and periodic satisfaction surveys.

**ARTICLE XXXIV - RESERVED**

**ARTICLE XXXV - DEFERRED COMPENSATION**

- 35.1 The City agrees to allow employees to continue to participate in the City of Lodi's Deferred Compensation Plan as allowed by IRS Code 457(k).
- 35.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee's gross salary effective the first pay period in which January 1, 2013 falls.

**ARTICLE XXXVI - LIFE INSURANCE**

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

**ARTICLE XXXVII - PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

- 37.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to the date of execution of this MOU:

Public Safety

3% @ 50 plan

- 1959 Survivors Benefit – Third Level
- Employee's 9% paid as noted below

- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Single Highest Year

37.2 For employees hired after the execution date of the amended contract with CalPers, the following retirement plan will apply:

Public Safety

3% @ 55 plan

- 1959 Survivor Benefit – Third Level
- Employee's 9% paid as noted below
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average

37.3 Employee shall pay three percent (3%) of the Employee's share of retirement effective January 1, 2012 through December 31, 2012; six percent (6%) of the employee's share effective January 1, 2013 and nine percent (9%) effective the first pay period in which December 31, 2013 falls.

### **ARTICLE XXXVIII - SICK LEAVE CONVERSION PROGRAM**

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

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

#### OPTION #1 – "Bank"

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

For example:

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

$$1800 \times .75 \times \$19.61 = \$24,473.50$$

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

OPTION #2 – “Conversion”

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

For example:

Officer Smith retires with 25 years of service and 1800 hours of unused sick leave:

Sick Leave Hours – 1800 divided by 8(coverage factor)=225

225 times 87.5 (% of coverage)=196.88

196 divided by 12(yrs) = 16.4 total years of coverage

OPTION #3 – “Cash-Out”

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.

OPTION #4 – “Service Credit”

Employees may elect to add PERS credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after October 10, 1994. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 37.1, the City will report they have zero hours of unused sick leave.

- 38.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program (10 years) the surviving dependents have an interest in one-half the value of the bank as calculated in option #1.

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

38.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 38.1 of this Article.

**ARTICLE XXXIX - SURVIVORS BENEFITS**

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

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

39.2 Survivor benefits (listed in 4856 of the California Labor Code) do not apply to Police Officer Trainee until such time that he/she is sworn pursuant to Article 20, Section 3

39.3 Disability benefits (listed in 4850 of the California Labor Code) shall not apply to until such time that he/she is sworn pursuant to Article 20, Section 3.

**ARTICLE XL - TUITION REIMBURSEMENT**

40.1 Tuition Reimbursement is available to employees in accordance with the City's current Tuition Reimbursement policy

## **CHAPTER 4 - ASSOCIATION/CITY ISSUES**

### **ARTICLE XLI - ASSOCIATION TIME**

- 41.1 Individual bargaining unit members may donate from their accrued vacation leave, holiday leave, or compensatory time off up to a total of 800 hours per calendar year for Association business directly related to representation of Lodi Police Officers. The President of the POAL may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed that additional members may be absent. Five days advance notice of use of time shall be given. The time may be used only in hourly increments with a two-hour minimum.
- 41.2 The POAL has the right to purchase additional time at the rate of 150% of base pay.
- 41.3 Except in cases of an emergency, the President of the POAL shall be granted one day per week wherein half of one day's shift per week may be used for the performance of the duties of the office of President of the POAL. This time shall be scheduled at a time mutually agreed upon between the POAL President and the Chief of Police or his designee. Such time shall be charged to the Association time bank.

### **ARTICLE XLII - BENEFICIAL PAY PRACTICE**

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

### **ARTICLE XLIII - CHANGES IN THE MEMORANDUM OF UNDERSTANDING**

- 43.1 The City and the POAL agree to reopen this MOU and to renew Meeting and Confering 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 XLIV - CITY RIGHTS**

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

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

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

## **ARTICLE XLV - CONCERTED ACTIVITIES**

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

**ARTICLE XLVI - EMPLOYEE REPRESENTATION**

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

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

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

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

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

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

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

- 46.2 The City and the POAL mutually agree that the City shall grant dues deduction to City employees who are members of the POAL in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The POAL shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the POAL shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. An authorization for payroll deductions may be canceled or modified upon written notice to the City and the Association before the 20th day of the month in which the cancellation is to become effective, subject to the provisions of this article. Any dues check-off cancellation or modification notice shall first be forwarded to the POAL for notation and then returned to Payroll prior to any change in a members dues check-off.
- 46.3 The City shall make available a period of one hour to the association in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other association benefits, and the responsibilities of the employee and the organization of the association with an end toward having an employee who would become a better association member and a better employee.
- 46.4 All new hires in the classification of Police Officer Trainee shall remain in this category until they have completed their field training program and have been certified to work as a Police Officer.
- 46.5 For purposes of continued certification of the POAL as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with the POAL for the life of this MOU except that any unit employee may withdraw from membership not earlier than ninety days nor less than sixty days before the expiration of this MOU. Such withdrawal must be in writing and delivered to the POAL. A copy of the request shall be forwarded to the Finance Department upon receipt by the POAL.

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

### **ARTICLE XLVII - EMPLOYEE RIGHTS**

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

47.2 The POAL retains the right to provide representation for employees in the classification of Police Officer Trainee, though it is acknowledged that prior to being sworn pursuant to Article 20, Section 3, that the Police Officers Procedural Bill of Rights is not applicable to those employees. The City and its employees agree that disciplinary actions involving employees in the classification of Police Officer Trainee, prior to being sworn, will continue to be handled in a manner consistent with other member of this bargaining unit.

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

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment.
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized POAL representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

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

- 47.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.
- 47.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The POAL similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.
- 47.6 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

### **ARTICLE XLVIII - GRIEVANCE PROCEDURE**

- 48.1 Intent and definitions of this section:
- a. This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, Letters of Understanding, and formal interpretations and clarifications executed by the POAL and the City.
  - b. The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.
  - c. A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the POAL involving the interpretation, application, or enforcement of the express terms of this MOU and other terms and conditions of employment and matters of discipline.

- d. As used in this procedure, the term "party" means an employee, the POAL, the City, or their authorized representatives. The employee is entitled to representation through all the steps in the procedure.
- e. As used in this procedure the term "working days" refers to Monday through Friday, excluding City recognized holidays.

#### 48.2 Grievance Procedure

- A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to City management through the grievance procedure regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.
- B. Informal Grievance. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) working days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) working days of the unsuccessful discussion and so on, until the employee reaches the Police Chief. The decision of the Police Chief regarding an informal grievance shall be final unless the employee files a formal grievance. A request for the grievance to be presented in writing may be made at any supervisory level and shall be made prior to filing a formal grievance.
- C. Formal Grievance
  - 1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager or designee within ten (10) working days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager or designee shall meet with and respond in writing to the employee within ten (10) working days of the receipt of the grievance.

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

#### 48.3 Discipline

- A. Discipline in General. Causes for disciplinary action are specified in the Rules for Personnel Administration (RPA) and the Department's policy manual. Disciplinary action includes but is not limited to written reprimands, demotion, suspension, or discharge of the employee. The causes cited in the RPA and policy manual are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the written list of causes, in which the City may find it necessary and appropriate to initiate disciplinary action.
- B. Right of Appeal
  1. Any employee shall have the right to appeal an EPO to the Division Commander (or Police Chief if issued by Division Commander). Any employee shall have the right to appeal a written reprimand through the chain of command up to the Police Chief or his designee. The decision of the Police Chief is final and binding and not subject to further appeal. The appeal process timeline is as specified in #2a and #2b.
  2. Any employee in the POAL bargaining unit shall have the right to appeal disciplinary action above a written reprimand as follows:
    - a. An employee must submit, in writing, to the Division Commander the appeal, clearly stating the basis and requested action within ten (10) working days after receiving the notice of discipline. The

decision of the Division Commander will be issued within ten (10) working days of receipt of appeal.

- b. The Division Commander's decision may be appealed to the Police Chief or his designee by filing in writing within ten (10) working days after issuance. The Police Chief will schedule a meeting with the employee and hear all evidence germane to the dispute. Thereafter, the Police Chief will decide the matter within ten (10) working days.
- c. The Police Chief's decision may be appealed to the City Manager or his designee by filing in writing within ten (10) working days after issuance. The City Manager will respond in writing within ten (10) working days of receipt of the appeal.
- d. The City Manager's decision may be submitted to arbitration as the final level of appeal for disciplinary action. Only the association may appeal to arbitration and must notify the City within ten (10) working days of the date of notice from the City Manager.

C. Conduct of Appeal Process

- 1. Failure by either party to meet the established time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 2. The time limits specified may be extended by mutual agreement between the parties.

D. Arbitration Process Guidelines

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

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion, or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.

- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. In grievance arbitration, the parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the employer's representatives.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

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

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

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

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

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

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

#### **ARTICLE XLIX - LAYOFF PROCEDURE**

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

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

- b. If an employee is reduced in rank he/she shall not be laid off until all other employees of similar rank to which he/she was reduced have been laid off (i.e., if a Police Sergeant is reduced in rank to Police Officer, he/she must then be the last Police Officer to be laid off, regardless of the seniority of the other Police Officers).
- c. All layoffs of Police personnel within the seniority span of service shall be by merit (at the discretion of the City Manager upon the recommendation of the Police Chief). The seniority spans of service are as follows:
  - 1) All Police Officer Trainees based on seniority; then
  - 2) All Police Officers on probation (one-year period);
  - 3) All personnel with less than two years seniority; then
  - 4) All personnel with two to three years seniority; then
  - 5) All personnel with three to six years seniority; then
  - 6) Personnel with more than six years shall be laid off by seniority.

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

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

**ARTICLE L - PROBATIONARY PERIOD**

50.1 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 LI - SEVERABILITY**

51.1 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 LII - TERM**

- 52.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and POAL agree that the term is January 1, 2012 through December 31, 2013 except for Section 26.6 concerning cashable vacation pay, which shall survive to and including January 1, 2014. .
- 52.2 The POAL and City mutually agree to commence negotiations for a new contract no later than three (3) months prior to the expiration of this MOU.

**POLICE OFFICERS' ASSOCIATION OF LODI**

**CITY OF LODI**

\_\_\_\_\_  
Kevin Kent, Police Officer  
Negotiator

Date \_\_\_\_\_

\_\_\_\_\_  
Konradt Bartlam, City Manager  
City of Lodi

Date \_\_\_\_\_

\_\_\_\_\_  
Paul Blandford, President

Date \_\_\_\_\_

\_\_\_\_\_  
Jordan Ayers, Deputy City Manager

Date \_\_\_\_\_

MASTAGNI HOLSTEDT *Et Al.*

\_\_\_\_\_  
Dennis Wallach, Chief Negotiator

Date \_\_\_\_\_

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

Date \_\_\_\_\_

**EXHIBIT A**

**SALARY EFFECTIVE JULY 10, 2012**

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Police Corporal	310	5613.09	5893.75	6188.44	6497.86	6822.75
Police Officer	306	5295.37	5560.14	5838.15	6130.06	6436.56
Police Officer Trainee	307	4572.86	4801.50	5041.58	5293.66	5558.34

**ATTACHMENT A**

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

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

1. For one vacancy, the top five highest scoring applicants will be certified to the Police Chief for a hiring interview.
2. In the event of more than one vacancy at the same time, two additional names will be certified for each additional vacancy. For example, if there are two vacancies, seven (7) names shall be certified, three (3) vacancies, nine (9) names, etc.
3. It is understood and agreed that the Police Chief has the sole right to select any of the eligibles certified to him in compliance with the Rules for Personnel Administration and other applicable law.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joanne M. Narloch, Human Resources Director  
City of Lodi

\_\_\_\_\_  
Sierra Brucía, President  
Police Officers Association of Lodi