

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

1989 - 1992

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CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

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ARTICLE I - EMPLOYEE REPRESENTATION

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

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

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to signing this agreement. Both parties agree that all existing privileges, benefits, and rights possessed by both parties including, but not limited to, management rights specified in Section 5.2 and Article XVII and employee rights specified in Article XVIII except as changed herein are hereby protected. Nothing in this agreement shall nullify existing policies, practices, and work rules unless specifically included in this agreement.

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

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

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

- 1.2 The City and the POAL mutually agree that the City shall grant **dues** deduction to City employees who are members of the POAL in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The POAL shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the POAL shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.
- 1.3 Effective October 8, 1984, a new classification of Police Officer Trainee shall be established. All new hires in this classification shall remain in this category until they have been fully certified to work without a Field Training Officer. Upon graduation from an accredited Police Academy, an officer shall be sworn in and is eligible for a step increase. While assigned to an Academy, officers in this category are exempt from all rules and agreements relative to hours and shifts.

ARTICLE II - GRIEVANCE PROCEDURE

2.1 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.

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.

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.

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

2.2 STEP ONE

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

2.3 STEP TWO

If a grievance is not resolved in the initial step, the grievant shall within five days prepare a statement clearly indicating the questions raised by the grievance and submit it to the Division Commander, who shall answer in writing within fifteen work days.

2.4 STEP THREE

If a grievance is not resolved by the Division Commander or his or her designee, the Third Step shall be a presentation of the grievance, in writing, to the Police Chief, who shall answer in writing within fifteen days of the receipt of the grievance. This filing to the Police Chief shall be within fifteen work days of the answer from the Division Commander.

2.5 STEP FOUR

If a grievance is not resolved in the Third Step, the Fourth Step shall be a presentation of the grievance in writing to the City Manager, who shall answer in writing within fifteen work days of the receipt of the grievance. The Fourth Step shall be taken within fifteen work days of the date of the answer in Step Three.

2.6 STEP FIVE

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

Within twelve calendar days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the Association shall alternately strike names until one name remains; this person shall be the arbitrator. The order of striking shall be determined by lot. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

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

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion, or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required, however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

- d. In grievance arbitrations, the parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the Agreement provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable, and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he or she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his or her representative 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 Agreement or the written ordinances, resolutions, rules, regulations, and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Arbitrator shall be without power or authority to make any decision that requires the City or inagement to do an act prohibited by law.

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

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

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

By filing a grievance and processing it beyond Step Three, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than is provided by this grievance/arbitration procedure. The processing of a grievance beyond Step Four shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievant, 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 arbitrator award in any court of competent jurisdiction.

- 2.7 Failure by either party to meet the aforementioned time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 2.8 Each party involved in the grievance procedure shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties, the time limit for any step may be extended.

ARTICLE IV - VACATION LEAVE

- 4.1 Vacation accruals shall be as follows:
- a. 1-5 years - vacation earned at the rate of 10 days a year.
(3.08 hours per pay period.)
 - b. 6-15 years - vacation earned at the rate of 15 days a year.
(4.62 hours per pay period.)

- c. 16-20 years - vacation earned at the rate of 20 days a year.
(6.15 hours per pay period.)

Each year over 20 years - vacation earned at the rate of 1 additional day per year, to a maximum of 25 days a year. [Additional .31 hours per pay period.]

- 4.2 During the first continuous 12 months of employment, no vacation days shall be earned. For example, an employee who terminates employment for any reason during the first twelve months of employment shall not be entitled to any payoff for vacation days.
- 4.3 At the completion of 12 continuous months of employment, 80 hours of vacation leave shall be credited to an employee's account.
- 4.4 Vacation leave may not be carried over to the next-calendar year in excess of the amount earned in a calendar year unless authorized by the City Manager.

ARTICLE V - HOLIDAYS

- 5.1 Effective January 1 of each year, each person assigned to patrol shall be granted 110 hours of Holiday Leave. All others shall be granted 88 hours of Holiday Leave.
- 5.2 Police Officers assigned to patrol shall have holidays scheduled off in one-shift increments (usually on Wednesdays). 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.

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

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

If one of these days falls on a Saturday, the proceeding Friday shall be observed, and if one of these days falls on Sunday, the succeeding Monday shall be observed. In addition, if Christmas Day falls on a Wednesday, Thursday or Friday, officers working plain clothes assignments shall have an additional half day off on December 24th. Should Christmas Day fall on a Tuesday, officers working plain clothes assignments shall have an additional full day off on December 24th.

5.4 Officers may take off three additional days during the year at a time mutually agreeable to the officer and his or her supervisor.

5.5 In the event an officer's request to take a holiday is denied and such holiday cannot be reasonably rescheduled, those holiday hours may be carried over for use in the following calendar year.

5.6 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 off.

5.7 Employees hired mid-year shall be credited with the remaining fixed holidays shown in Section 5.3, plus one additional holiday for each 4 month period remaining in the year.

ARTICLE VI - SICK LEAVE

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

ARTICLE VII - SICK LEAVE CONVERSION

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

After ten years of employment by the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance at the rate of one month's coverage for employee and dependent coverage for each day of unused sick leave as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

- 7.2 Employees enrolled in the City of Lodi Health Plan may elect to defer using this sick leave conversion option for a period of up to five years following retirement.
- 7.3 The City shall pay up to \$170 per month for medical insurance premiums for retirees and dependents for those who retired between October 8, 1984 and November 1, 1985; up to \$185 per month for those who retired after November 1, 1985; and \$225 per month for those who retire after October 1, 1989.

- .4 In accordance with the sick leave conversion provisions, a surviving spouse may at his or her own expense continue medical insurance at the employee only premium for the same period if the employee had not died.
- 7.5 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 day rate.
- 7.6 Represented employees who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.

ARTICLE X - MEDICAL INSURANCE

- 10.1 The City agrees to make available the following medical insurance plans:
- a) The indemnity medical insurance plan known as the "City of Lodi Health Plan"; and
 - b) Plan 11 of the Foundation Health Plan (HMO).
- The choice of the two medical insurance plans is at the sole option of the employee.
- 10.2 The City agrees to pay the following sum for this benefit:
- | | |
|--------------------------|--------------------|
| Employee: | \$115.40 per month |
| Employee and Dependents: | \$261.20 per month |

The employee is responsible for \$13.30 per month for dependent coverage.

-
- 10.3 The City agrees to pay all increased costs of premiums for employees and two-thirds of any increase in dependent premium for the term of this agreement. It is understood that the maximum increase to the employee shall be \$13.30 per month per year.
- 10.4 The maximum benefit during the lifetime of each insured employee or dependent shall, be one million dollars in the City of Lodi Health Plan.
- 10.5 Employees shall be eligible for medical insurance the first day of the month next following the date the employee becomes a full-time probationary employee of the City.
- 10.6 In the event of an accident, the deductible is waived in the City of Lodi Health Plan.

ARTICLE XI - DENTAL AND VISION INSURANCE

- 11.1 The City agrees to provide a dental plan as described on the following page to all employees and their dependents.
- 11.2 The City agrees to pay the following sum for this benefit:
- | | |
|-----------|-------------------|
| Employee | \$17.65 per month |
| Dependent | \$27.72 per month |

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

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

DENTAL INSURANCE PLAN

PREVENTIVE SERVICES	GENERAL SERVICES	MAJOR SERVICES
PLAN PAYS 100%	PLAN PAYS 85% EMPLOYEE PAYS BALANCE	PLAN PAYS 50% EMPLOYEE PAYS BALANCE
<ul style="list-style-type: none"> . oral examinations . cleaning of teeth . fluoride applications (for children) . space maintainers . emergency office visits 	<p style="text-align: center;"><u>Employee pays \$25.00 calendar year deductible</u></p> <ul style="list-style-type: none"> . x-rays . fillings . general anesthetics . injectable antibiotics . extractions . oral surgery . endodontics . periodontics . repair of prosthetic appliances 	<ul style="list-style-type: none"> . bridges & dentures . crowns & gold restorations . replacement of damaged appliances
<p>The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.</p>		
<p>MAXIMUM BENEFIT....\$1,000 for each insured family member, each calendar year.</p>		

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

ARTICLE XIII - SPECIAL ALLOWANCESK-9 PROGRAM

- 13.1 Officers assigned to the K-9 program shall be compensated at the officer's regular rate of pay including appropriate education incentive pay. In addition, the officer shall be credited with 2.0 hours of overtime per week. It is mutually agreed this fully compensates the officer for the time taken for the care and feeding of the animal.

ABOVE CLASS PAY

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

MOTOR OFFICERS

- 13.3 Motor officers shall be compensated at the rate of time and one-half for two hours per week duty ready time. Such time covers regular preshift preparation, washing, minor maintenance, and in-city transportation of the vehicle to repair facilities.

SPECIAL ASSIGNMENT

- 23.4 Officers assigned to the Detective Bureau and Field Training Officers shall receive an allowance equal to 5% of their normal base pay. It is mutually agreed that assignments to the Detective Bureau are at the sole discretion of the City of Lodi. No officer has any property rights to such assignments and waives any appeals for assignment, reassignment, or transfer from these assignments.

Officers who have demonstrated a proficiency in the Spanish language shall receive an allowance equal to 5% of their normal base pay. The City shall be the sole judge as to whether an officer has the necessary proficiency.

ARTICLE XIV - LAYOFF PROCEDURE

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

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

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

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

ARTICLE XVI - UNIFORM ALLOWANCE

- 16.1 The uniform allowance shall be \$600 annually paid on a quarterly basis.
- 16.2 The City agrees that upon request the City shall provide each officer a set of foul weather garments and boots.
- 16.3 The City agrees to pay a sum of \$1,200 to offset the initial uniform and equipment costs required for a motor officer and to pay an additional \$200 quarterly uniform allowance for those officers assigned to motors.
- 16.4 If an officer fails to complete an 18-month assignment he or she agrees to reimburse the City on a prorated basis of \$66.67 for each month not completed. If he or she is relieved for lack of performance before the minimum 18 months, he or she shall also reimburse the City on the same prorated basis. If he or she completes the 18-month assignment the equipment becomes the officer's sole possession.
- 16.5 The City agrees to provide each officer a set of "Threat Level 2 or 3-A" body armor. When an employee is on patrol he or she agrees to wear his or her body armor. If an officer fails to wear the body armor he or she shall not be paid for each hour or part thereof that the body armor is not worn.
- 16.6 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired in accordance with departmental policy.

ARTICLE XVII - LEAVES OF ABSENCE

LEAVES OF ABSENCE

- 17.1 The City and POAL mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with Rule IX, Section 3, Rules for Personnel Administration, City of Lodi, California.
- 17.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

MATERNITY LEAVE

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

- 17.4 Police Officers are entitled to leave without pay or other benefits for up to four months from the date of disability for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, physical examination of the employee by a physician appointed by the City.
- 17.5 In the event a physician confirms pregnancy, the affected police officer shall be removed from patrol duty and be placed in an appropriate assignment without prejudice. Officers shall also be removed from jail exposure for duties other than food preparation immediately following the confirmation of pregnancy.
- 17.6 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided prior to an employee's return to work.
- 17.7 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to the City of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.
- 17.8 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits. Health benefits may be continued at the employee's expense, however, employees placed in Leave Without Pay status due to disability shall receive a three-month extension of medical coverage at the employer's expense following the month in which the employee is placed in such status.

FUNERAL LEAVE

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

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

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

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

ARTICLE XX - PROBATIONARY PERIOD

20.1 During the probationary period, the probationary employee shall be entitled to sick leave benefits. Annual step increases shall be granted at the successful completion of probation. Nothing herein shall be deemed to alter the terms or conditions of the probationary period following promotion.

ARTICLE XXI - PERS

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

ARTICLE XXII - DEFERRED COMPENSATION

- 22.1 The City shall match contributions by employees to the City of Lodi Deferred Compensation Program up to 2% of base pay.

ARTICLE XXIII - TUITION REIMBURSEMENT AND EDUCATION INCENTIVEEDUCATION INCENTIVE

- 23.1 a. Education incentive pay shall be as follows:
- | | |
|-------------------------------|-------------------|
| A.A. | \$25.00 per month |
| B.A. (Police Science) | \$50.00 per month |
| Intermediate POST Certificate | \$25.00 per month |
| Advanced POST Certificate | \$50.00 per month |
- b. If an employee possesses a B.A., it is assumed he or she has an A.A. and shall be paid accordingly.

- c. If an employee possesses an Advanced POST Certificate, the Police Science major requirement for a B.A. shall be waived.
- d. No employee shall be entitled to additional pay provided in this paragraph until completion of the appropriate probationary period.

TUITION REIMBURSEMENT

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

ARTICLE XXVIII - HOURS AND OVERTIME

HOURS

- 28.1 Patrol personnel shall work a "10-4" plan.
- 28.2 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the "needs of the service".
- 28.3 The 10-4 workday schedule is shown as Appendix A of this document.

OVERTIME

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

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

B5. Cash payment for overtime shall be based on the following conditions:

- a) The employee may opt to be paid for hours accumulated over 80 hours on the payment dates:
- b) Payments shall be made every three months on the first Friday after the first payday in January, April, July, and October.

The City reaffirms its right to schedule employees to compensatory time off with 24 hours prior notice.

COURT TIME

28.6 Police Officers scheduled to make court appearances during off-duty hours shall be compensated at the rate of time and one-half for actual hours involved in such appearances, but in no event shall they be paid for less than two hours.

28.7 Police Officers scheduled to make court appearances on scheduled days off or when on graveyard shift shall receive a minimum of three hours payment.

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

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

28.10 Officers assigned to the graveyard shift who are scheduled for a court appearance within the day preceding their normal shift shall be granted at his or her request an eight hour rest period plus reasonable and appropriate travel time from the time of their dismissal from court. Any work time missed in order to allow this eight-hour rest period may be charged to the employee's appropriate leave balance at his or her option.

ARTICLE XXIX = CITY RIGHTS

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

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

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this paragraph does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours, or other terms and conditions of employment.

ARTICLE XXX - CHANGES IN MEMORANDUM

- 30.1 The City and the POAL agree to reopen this MOU and to renew Meeting and 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 XXXI - CONCERTED ACTIVITIES

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

ARTICLE XXXII - TERM

- 32.1 Covering the period beginning October 2, 1989 through the pay period which encompasses October 1, 1992.

ARTICLE XXXIII - SALARY

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

October 2, 1989
=====

M O N T H L Y

	A	B	C	D	E
	-----	-----	-----	-----	-----
Police Officer Trainee	2055.33	2158.10	2266.00	2379.30	2498.27
Police Officer Trainee II	2055.33	2158.10	2266.00	2379.30	2498.27
Police Officer	2379.30	2498.27	2623.18	2754.34	2892.06

April 2, 1990
=====

M O N T H L Y

	A	B	C	D	E
	-----	-----	-----	-----	-----
Police Officer Trainee	2137.54	2244.42	2356.64	2474.47	2598.19
Police Officer Trainee II	2137.54	2244.22	2356.64	2474.47	2598.19
Police Officer	2474.47	2598.19	2728.10	2864.51	3007.74

October 1, 1990
=====

M O N T H L Y

	A	B	C	D	E
	-----	-----	-----	-----	-----
Police Officer Trainee	2244.22	2356.64	2474.47	2598.19	2728.10
Police Officer Trainee II	2244.22	2356.64	2474.47	2598.19	2728.10
Police Officer	2598.19	2728.10	2864.51	3007.74	3158.13

33.2 Beginning the pay period encompassing October 1, 1991, the salary rates shall be determined by the POAL and the City by surveying each agency specified in the MOU section titled "SALARY SURVEY" (Article XXXIII) to determine the top step of the base salary range (i.e., traditionally the "E" step, excluding the portion of the employee's contribution to a retirement plan which is paid by the agencies if any, and uniform allowances in effect at the beginning of said pay period. Any discrepancies in data shall be decided by the payroll or personnel manager in the affected agency. The survey data shall be converted to monthly dollar amounts and a mean calculated. Such mean shall then be reduced by the percentage of the contribution by the City of Lodi toward the employee's share of PERS (i.e., 9% of base salary) and then by the current monthly uniform allowance paid by the City to arrive at the adjusted top step of the base salary range. The now adjusted monthly salary figure shall then be increased by one percent (1.0%).

The top step of a Lodi Police Officer shall then be increased to match the resulting amount or increased by 51, whichever is greater. The lower steps of the Police Officer salary range and the steps of the Police Officer Trainee and Trainee II salary ranges shall be adjusted proportionally.

Calculation:

For each of the 13 agencies listed in the MOU section titled "SALARY SURVEY", calculate the following in monthly dollar amounts only:

Police Officer		Employee Retirement		Uniform		Composite
Top Step	+	Contribution Paid	±	Allowance	=	Compensation
(S-1 - S-13)		(R-1 - R-13)		(U-1 - U-13)		(C-1 - C-13)
-----		-----		-----		-----

Total the above sums for each agency (Grand Total C) and divide by 13 to arrive at a mean composite compensation (Average C).

Reduce the mean composite compensation (Average C) by the percentage of the employee's retirement contribution paid by the City (9%) and the monthly uniform allowance to arrive at a monthly base salary figure (Average Adjusted Salary). This figure is then increased by 1.0% (Final Salary).

	Monthly Top Step Base Salary Police Officer		Monthly Employee Contribution Paid By Agency		Monthly Uniform Allowance	=	Composite Compensation
Antioch	S-1	+	R-1	+	U-1	=	C-1
Davis	s-2	+	R-2	+	U-2	=	C-2
El Cerrito	s-3	+	R-3	+	U-3	=	C-3
Fairfield	s-4	+	R-4	+	U-4	=	C-4
Manteca	s-5	+	R-5	+	U-5	=	C-5
Modesto	S-6	+	R-6	+	U-6	=	C-6
Pittsburg	s-7	+	R-7	+	U-7	=	C-7
Pleasanton	S-8	+	R-8	+	U-8	=	C-8
Roseville	s-9	+	R-9	+	U-9	=	C-9
Stockton	s-10	+	R-10	+	U-10	=	C-10
Tracy	S-11	+	R-11	+	U-11	=	C-11
Vacaville	s-12	+	R-12*	+	U-12	=	C-12
Woodland	S-13	+	R-13	+	U-13	=	C-13

$$\begin{array}{ccccccc} \hline S-1 - S-13 & + & R-1 - R-13 & + & U-1 - U-13 & = & C-1 - C-13 \\ & & & & & & = \text{Grand Total C} \end{array}$$

Grand Total C divided by 13 = Average C

Average C divided by 1.09 minus Uniform Allowance = Average Adjusted Salary

Average Adjusted Salary times 1.01 = Final Salary

* Amount paid by the City of Vacaville to employees having 2% at 50 retirement option.

3.3 SALARY SURVEY

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

- Antioch
- Davis
- El Cerrito
- Fairfield
- Manteca
- Modesto
- Pit'sburg
- Pleasanton
- Roseville
- Stockton
- Tracy
- Vacaville
- Woodland

ARTICLE XXXVI - ASSOCIATION TIME

36.1 Individual bargaining unit members may donate from their accrued vacation leave, holiday leave, or compensatory time off up to a total of 400 hours per calendar year for Association business. The President of the POAL may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed that additional members may be absent. Five days advance notice of use of time shall be given. The time may be used only in hourly increments with a two-hour minimum.

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

ARTICLE XLII - EMPLOYEE RIGHTS

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

- 42.2 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.
- 42.3 The City agrees not to interfere or in any way discriminate against an employee for exercising his or her right to belong to an employee organization or to exercise his or her rights under this MOU.
- 42.4 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, or national origin.
- 42.5 Within 10 work days, excluding weekends and holidays, after the conclusion of an administrative investigation, the Chief of police or his designee shall notify the employee of any recommended discipline to be imposed.

ARTICLE XLIII - SEVERABILITY

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

POLICE OFFICERS ASSOCIATION OF LODI

CITY OF LODI

Virgil Monroe, Police Officer
Date _____

Jerry L. Glenn, Assistant City Manager
Date _____

Anthony Castanon, Police Officer
Date _____

Eric Whitaker
Administrative Assistant to the City Manager
Date _____

Andy Hobart, Police Officer
Date _____

Joanne Narioch, Personnel Director
Date _____

Dennis Lewis, Police Officer
Date _____

Floyd Williams, Police Chief
Date _____

Larry Manetti, Police Officer
Date _____

Larry Hansen, Police Captain
Date _____

RESOLUTION NO. 89-168
=====

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE SALARY SCHEDULE ADOPTED UNDER THE NEW MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LODI AND THE POLICE OFFICER'S ASSOCIATION OF LODI
FOR REPRESENTED POLICE EMPLOYEES AND MID-MANAGEMENT POLICE PERSONNEL
=====

RESOLVED, that the salary schedule (Exhibit A attached) adopted under the new Memorandum of Understanding between the City of Lodi and the Police Officer's Association of Lodi, for represented police employees and mid-management police personnel, is hereby adopted, to become effective with the pay period commencing October 2, 1989.
=====

Dated: November 15, 1989

I hereby certify that Resolution No. 89-168 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 15, 1989 by the following vote:

Ayes: Council Members - Hinchman, Olson, Pinkerton, Reid and Snider (Mayor)
Noes: Council Members - None
Absent: Council Members - None

Alice M. Reimche
Alice M. Reimche
City Clerk