

CC 34
Pg 294

CITY COUNCIL MEETING
NOVEMBER 7, 1984

RES. NO. 84-175
INCREASES IN
SALARY AND
FRINGE BENEFITS
FOR POLICE UNIT
APPROVED

Following introduction of the matter by Staff, Council, on motion of Council Member Pinkerton, Olson second, adopted Resolution No. 84-175 approving increases in salary and fringe benefits for the police unit effective October 8, 1984 as follows:

Bi-Weekly Salary Schedule

	A	B	C	D	E
Police Officer	\$783.88	\$823.07	\$864.23	\$907.44	\$952.81

Authorizing 11 paid holidays per year for Police Officer and Police Officer Trainee.

Authorizing the payment of \$8.60 per month for vision care for Police Officer and Police Trainee.

Authorizing payment into employee Deferred Income Account of .5% of base salary for Police Officer and Police Officer Trainee.

COUNCIL COMMUNICATION

TO THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE
NOVEMBER 2, 1984

NO.

SUBJECT:

INCREASE IN SALARY AND FRINGE BENEFITS FOR POLICE UNIT

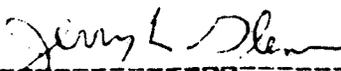
We have recently completed negotiations with the Police Officers Association of Lodi and have signed a Memorandum of Understanding which is attached for your receipt as Exhibit A. In order to implement the terms and conditions of this Agreement, Council must take the following actions:

1. Adopt the following bi-weekly salary schedule:

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Officer	\$783.88	\$823.07	\$864.23	\$907.44	\$952.81

2. Authorize 11 paid holidays per year for Police Officer and Police Officer Trainee.
3. Authorize the payment of \$8.60 per month for vision care for Police Officer and Police Trainee.
4. Authorize payment into Employee Deferred Income Account of .5% of base salary for Police Officer and Police Officer Trainee.

These salary and fringe benefit adjustments will be effective October 8, 1984.



JERRY L. GLENN
ASSISTANT CITY MANAGER

JLG:vc

CITY OF LODI
POLICE OFFICERS ASSOCIATION OF LODI

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ARTICLE I EMPLOYEE REPRESENTATION

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

The parties hereto acknowledge and agree that this Memorandum of Understanding constitutes the result 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.

The terms and conditions of this Memorandum of Understanding are applicable to Police Officers and Police Officer Trainee. It is mutually agreed that this document supersedes all previous Memoranda of Understanding.

The terms and conditions of this memorandum shall continue in effect during the term of this memorandum. The parties agree as follows:

ARTICLE II PAYROLL DEDUCTIONS

2.2 The city and the POA of L mutually agree that the city shall grant dues deduction to city employees who are members of the POA of L in accordance with the terms and conditions set forth in Section 4, Rule 2 of the City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The POA of L 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 POA of L shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE III GRIEVANCE PROCEDURE

3.1 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 Agreement, letters of understanding, and formal interpretations and clarifications executed by the POA of L and 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 POA of L involving the interpretation, application, or enforcement of the express terms of this Agreement and other terms and conditions of employment and matters of discipline.

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

3.2 STEP ONE: Discussion between the employee and his 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 (30) 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.

3.3 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 to the Division Commander, who shall answer in writing within fifteen work days.

3.4 STEP THREE: If a grievance is not resolved by the Division Commander or his 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.

3.5 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.

3.6 STEP FIVE: If a grievance is not resolved in the Fourth Step, the Fifth Step shall be referral by either party to the Personnel Board of Review. The Fifth Step shall be taken within fifteen work days of the answer to Step Four. Within 30 work days of the receipt of appeal, the Personnel Board of Review will hold a hearing which will be open to the public, unless a closed hearing is requested by the grievant. Within fifteen work days after the hearing, the Board shall submit a statement of findings and recommendations for settlement to the City Manager and the employee. The actions of the Board shall be binding on both parties except for judicial review of discharges and suspensions in excess of 5 days.

3.7 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 Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

3.8 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 POLICE OFFICER TRAINEE

4.1 Effective October 8, 1984, a new classification of Police Officer Trainee will be established. All new hires in this classification will 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 V WORK SCHEDULE

- 5.1 The City and POA of L mutually agree the "10-4" Plan for personnel assigned to patrol will be a trial which will end the conclusion of rotation in which February 1, 1987 occurs.
- 5.2 It is mutually agreed 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, to schedule holidays and vacations, all depending on the "needs of the service".
- 5.3 The 10-4 workday schedule is shown as Appendix A of this document.

ARTICLE VI HOLIDAYS

- 6.1 Effective January 1 of each year, each person assigned to patrol, will be granted 110 hours of Holiday Leave. All others will be granted 88 hours of Holiday Leave.
- 6.2 Police Officers assigned to patrol will have holidays

scheduled off in one-shift increments (usually on Wednesday). There will be no fixed holidays during the year.

6.3 Officers assigned to special assignment will observe the following Holiday schedule:

New Years day	- January 1
Washington's Birthday	- 3rd Monday in February
Memorial Day	- 4th Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Thanksgiving Day	- 4th Thursday in November
Day After Thanksgiving	
Christmas Day	- December 25

If one of these days falls on a Saturday, the preceding Friday will be observed, and if one of these days falls on Sunday, the succeeding Monday will be observed.

The Officer may take off 3 additional days during the year at a time mutually agreeable to the officer and his supervisor.

6.4 If a Police Officer is transferred from patrol to

special assignment or vice versa, the remaining Holiday hours will be adjusted to reflect an equivalent number of days off.

6.5 Employees hired mid-year shall be credited with the remaining fixed holidays shown in Paragraph 6.3, plus one additional holiday for each 4 months remaining in the year.

ARTICLE VII VACATION

7.1 Vacation accruals will 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 rate of 15 days a year.

(4.62 hours per pay period.)

c. 16-20 years - vacation earned at rate of 20 days a year.

Each year over 20 years - vacation earned at rate of 1 additional day per year, to a maximum of 25 days a year.

(.31 hours per pay period.)

7.2 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.

7.3 At completion of 12 continuous months of employment, 80 hours' vacation leave will be credited to the employee's account.

ARTICLE VIII INSURANCE

8.1 Medical Insurance:

a. The City agrees to provide a medical insurance plan equivalent to the Foundation For Medical Care prepaid medical and hospital insurance with the following benefits:

Deductible: \$100.00 per individual
 \$200.00 per family unit

Basic Room Rate: \$210.00

CCU and ICU: 300% of basic room rate

Lifetime Maximum: \$250,000

- b. The City will pay up to the following amounts for the medical insurance plan:

Employee: \$ 75.15 per month

Dependent: \$103.63 per month

- c. The City retains the right to self-insure any or all portions of this benefit.

8.2 Dental:

- a. The City agrees to provide the dental insurance plan in accordance with the benefits outlined in Appendix B of this Agreement.

- b. The City will pay up to the following amounts for dental insurance:

Employee: \$12.41 per month

Dependent: \$13.02 per month

- c. The City reserves the right to self-insure any and all portions of this benefit.

8.3 Vision Care:

- a. The City to provide family vision care plan similar to Vision Care Plan B (examination and lenses each 12 months and frames each 24 months with \$25 deductible).
- b. The City will pay up to the following amount for the Vision Care Plan:
Employee: \$8.60 per month
- c. The City reserves the right to self-insure any and all portions of this benefit.

8.4 The City agrees to pay annual premium increases which come due during the term of this agreement for dental, medical, and vision care.

ARTICLE IX SPECIAL ALLOWANCES

9.1 Uniform Allowance:

- a. Uniform allowance will be \$400.00 annually to be paid on a quarterly basis. The allowance shall be pro-rated for service of less than three months.

b. The City and the POA of L mutually agree that the City shall purchase appropriate foul-weather coats and boots for Police personnel. For Police personnel, a sufficient number of sets in varying sizes shall be purchased and stored in the Public Safety Building to insure that such foul-weather equipment will be available for each member of the shift.

9.2 Above Class Pay: All employees in this bargaining unit who are required to work in a higher class shall be paid additional 5% of the employee's salary if the position is vacant for more than 20 consecutive calendar days if because of vacancy, illness, industrial or non-industrial accident.

9.3 Education Incentive:

a. Education Incentive pay will be as follows:

A.A.	\$25.00 per month
B.A. (Police Science)	\$25.00 per month
Intermediate POST Certificate	\$25.00 per month
Advanced POST Certificate	\$25.00 per month

b. If an employee possesses a B.A., it is assumed

he/she has an A.A. and will be paid accordingly.

c. If an employee possesses an Advanced POST Certificate, the Police Science major for a B.A. will be waived.

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

9.4 The City and the POA of L mutually agree that there be initiated a program of tuition reimbursement for job-related courses. The City will pay up to \$165 per fiscal year.

9.5 Deferred Compensation: The City will match contributions by employees to the City of Lodi's Deferred Compensation program up to .5% of an employee's base pay.

ARTICLE X RETIREMENT

10.1 The City will provide the PERS retirement program commonly known as the "2% at 50 Program". Said program shall include the "59 Survivors Benefit" feature. It is

also understood that the retirement program to be provided hereunder has been offered and received in lieu of salary or other benefits that might have been provided.

10.2 In lieu of any salary adjustments which otherwise may have been agreed upon in this Unit, the City will pay into each employee's PERS account the employee's normal retirement contribution, 9%.

10.3 The City agrees to maintain the same PERS retirement program and to pay the employer's cost.

ARTICLE XI SICK LEAVE

11.1 Employees will accumulate sick leave at the rate of 3.70 hours per pay period.

11.2 Sick leave may be accumulated to an unlimited amount.

ARTICLE XII SICK LEAVE CONVERSION

12.1 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, transfer, 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 months 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 2½% to the 50% before converting the unused sick leave to months of insurance.

12.2 The City will pay up to \$170 per month for medical insurance premium for retiree and dependent for those who retire between October 8, 1984 and November 1, 1985 and up to \$185 per month for those who retire after November 1, 1985.

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

ARTICLE XIII LAYOFF PROCEDURE

13.1 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 previously worked.
- b. If an employee is reduced in rank, he shall not be laid off until all other employees of similar rank to which he was reduced have been laid off. (i.e., if a Police Sergeant is reduced in rank to Police Officer, he 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 span 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 will be laid off by seniority.

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

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 XIV ASSOCIATION TIME

14.1 Individual bargaining unit members may donate from their accrued compensatory time off, up to a total of 300 hours per calendar year for Association business. The President may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed to that additional members may be absent. Five days advance notice of use of time shall be given. The time may be used only in increments equal to a full shift.

ARTICLE XV OVERTIME

15.1 Effective October 8, 1984, employees of this Unit called to appear for work within 2 hours of the beginning of a shift, or 1 hour after the shift, shall receive compensating time off at the rate of time and one-half for actual hours worked. If the appearance is more than 2 hours before or more than 1 hour after the scheduled shift, the employee will be credited a minimum of 3 hours at the time and one-half rate.

15.2 Cash payment for overtime will 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 will be made every three months on January 1, April 1, July 1, and October 1.

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

ARTICLE XVI COURT TIME

16.1 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.

16.2 Police Officers scheduled to make court appearances on scheduled days off or when on graveyard shift shall receive a minimum of 3 hours payment.

16.3 Court appearances which are within 2 hours of the beginning of a shift or within 1 hour of the end of the shift shall be compensated at the time and one-half rate only for hours actually worked.

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

ARTICLE XVII CITY RIGHTS

17.1. It is further understood and agreed between the parties that nothing contained in this Memorandum 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, to set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are conducted; to take all necessary actions to carry out its mission in emergencies; and to 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 classification; 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 decision on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XVIII EMPLOYEE RIGHTS

18.1 All letters of reprimand shall be removed from an employee's records if there are no incidents within the succeeding 24 months, except those which have statutory requirements for longer retention.

ARTICLE XIX TERM

19.1 Covering the period from October 8, 1984 through October 5, 1986.

ARTICLE XX SALARY

20.1 The following bi-weekly salary rates will be effective on the following dates:

10/8/84

	<u>STEPS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1.	POLICE OFFICER TRAINEE	\$677.14	\$711.00	\$746.56	\$783.89	\$823.08
2.	POLICE OFFICER	\$783.88	\$823.07	\$864.23	\$907.44	\$952.81

20.2 04/8/85 Across-the-board 2% salary increase plus 75% of the change in CPI measured from August 1984 to February 1985, U. S. City Average for Clerical Workers and Urban Wage Earners.

20.3 10/7/85 Across-the-board salary increase of 4%.

20.4 04/7/86 75% of change in CPI measured from August 1985 to February 1986 U. S. City Average for Clerical Workers and Urban Wage Earners.

ARTICLE XXI MISCELLANEOUS

21.1 Maternity Leave:

a. The City and the POA of L mutually agree that maternity leave may be granted in accordance with the following policy:

Maternity leave may be granted subject to the needs of the department concerned. If such leave is granted, it shall commence at such time during the pregnancy as is recommended by the employee's physician.

21.2 Probation:

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

ARTICLE XXII SALARY SURVEY

22.1 The City and the POA of L mutually agree that the salary survey cities will be:

Anioch	Davis	El Cerrito
Fairfield	Livermore	Manteca
Modesto	Pleasanton	Pittsburg
Roseville	Tracy	Vacaville
Woodland		

ARTICLE XXIII CONCERTED ACTIVITIES

23.1 Represented employees agree that they will 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 XXIV SEVERABILITY

24.1 In the event that any provision of this Agreement 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

Jim Raddell 11/1/84
Date

Rex C. Hayward 11/1/84
Date

Date

Date

Jerry L. Olsen 10-30-84
Date

Floyd Williams 11-2-84
Date

Charles A. Maul 11-2-84
Date

PATROLMAN

	N	T	U	T	F	S	S	M	T	N	T	F	S	S
1ST PLATOON	***	***				***	***	***	***					
2ND PLATOON				>***	***						***	***	***	***
				<***	***						***	***	***	***
				>***	***						***	***	***	***

COMPREHENSIVE DENTAL EXPENSE BENEFITS

PREVENTIVE SERVICES	GENERAL SERVICES	MAJOR SERVICES
<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;">PLAN PAYS 100%</p>	Employee pays \$ <u>25.00</u> calendar year deductible*	
	<ul style="list-style-type: none"> • x-rays • fillings • general anesthetics • injectable antibiotics • extractions • oral surgery • endodontics • periodontics • repair of prosthetic appliances <p style="text-align: center;">PLAN PAYS 85%</p>	<ul style="list-style-type: none"> • bridges and dentures • crowns and gold restorations • replacement of damaged appliances <p style="text-align: center;">PLAN PAYS 50%</p>
	EMPLOYEE PAYS THE BALANCE	

The plan covers charges up to those made by most dentists to individuals in the area for covered services and supplies.

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

*Family Deductible: \$ _____ each calendar year
 Does not apply

RESOLUTION NO. 84-175

RESOLUTION APPROVING INCREASES IN SALARY AND FRINGE
BENEFITS FOR THE POLICE UNIT EFFECTIVE OCTOBER 18, 1984

RESOLVED that the City Council of the City of Lodi does hereby approve increases in salary and fringe benefits for the Police unit effective October 8, 1984 as follows:

Bi-weekly Salary Schedule

	A	B	C	D	E
Police Officer	\$783.88	\$823.07	\$864.23	\$907.44	952.81

Authorize 11 paid holidays per year for Police Officer and Police Officer Trainee.

Authorize the payment for \$8.60 per month for vision care for Police Officer and Police Trainee.

Authorize payment into Employee Deferred Income Account of .5% of base salary for Police Officer and Police Officer Trainee.

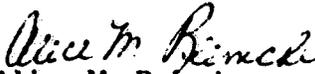
Dated: November 7, 1984

I hereby certify that Resolution No. 84-175 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 7, 1984 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
City Clerk