

CITY COUNCIL MEETING
DECEMBER 17, 1986

34

VARIOUS ACTIONS
PERTAINING TO POLICE
PERSONNEL APPROVED

RES. NO. 86-184
RES. NO. 86-184A

Council adopted Resolutions 86-184 and 86-184A approving the following actions pertaining to police personnel:

CC-34

- 1) Received for filing Memorandum of Understanding - Police Officers' Association - 1986
- 2) Established salaries - Police Officer and Police Officer Trainee I and II
- 3) Established salaries - police mid-management employees
- 4) Implemented benefits for represented employees of the Police Officers' Association of Lodi
- 5) Approved the revised holiday schedule for management and mid-management employees
- 6) Approved revised payments for health insurance premiums for mid-management employees

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

FROM: THE CITY MANAGER'S OFFICE

DATE: December 17, 1986

NO.

SUBJECT: RECEIVE AND FILE MEMORANDUM OF UNDERSTANDING - POLICE OFFICERS' ASSOCIATION AND CITY OF LODI

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council receive and file the Memorandum of Understanding between the Police Officers' Association and the City of Lodi.

BACKGROUND INFORMATION: Representatives of the Police Officers' Association and the City of Lodi have reached an agreement on wages, benefits and terms of employment, in accordance with provisions of Section 3500, et seq. of the Government Code.

The agreement covers:

- . revised salary and benefit changes
- . revised grievance procedures which includes binding arbitration as the final step
- . providing means of compensation for motor officers and officers assigned to the K-9 program
- . clarifies present working conditions

This agreement also covers a period of three years, ending in October 1989.

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG:br
attachment

COUNCIL COMMUNICATION

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

DATE: December 17, 1986

NO.

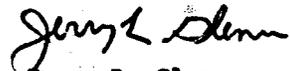
SUBJECT: ESTABLISH SALARIES - POLICE OFFICER AND POLICE OFFICER TRAINEE I AND II

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council adopt the following salaries to be effective retroactively to October 6, 1986.

	BI-WEEKLY RATE				
	A	B	C	D	E
Police Officer	896.77	941.61	988.69	1,038.12	1,090.03
Police Officer Trainee	774.67	813.40	854.07	896.77	941.61
Police Officer Trainee II	774.67	813.40	854.07	896.77	941.61

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG:br

COUNCIL COMMUNICATION

TO THE CITY COUNCIL
FROM THE CITY MANAGER'S OFFICE

DATE: December 17, 1986

NO.

SUBJECT: ESTABLISH SALARIES -- POLICE MID-MANAGEMENT EMPLOYEES

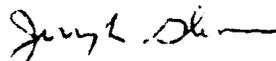
PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council establish the following salaries to be effective December 29, 1986.

	BI-WEEKLY RATE				
	A	B	C	D	E
Police Sergeant	1,060.97	1,114.02	1,169.72	1,228.21	1,289.62
Police Lieutenant	1,228.21	1,289.62	1,354.10	1,421.80	1,492.89
Police Captain	1,421.80	1,492.89	1,567.53	1,645.91	1,728.21

Incumbents in these classifications no longer have the right to receive cash contributions for Administrative Leave.

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG:br

COUNCIL COMMUNICATION

TO THE CITY COUNCIL
FROM THE CITY MANAGER'S OFFICE

DATE:
December 17, 1986

NO.

SUBJECT: IMPLEMENT BENEFITS FOR REPRESENTED EMPLOYEES OF
POLICE OFFICERS' ASSOCIATION OF LODI

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council adopt the following benefit
and wage supplement programs for Police Officers
and Police Officers Trainee I and II.

A. Insurance Benefits - effective January 1, 1987

City will contribute up to \$235.00 per month for health insurance
benefits for the employee and dependents to cover costs of medical,
dental and vision care.

B. Uniform Allowance - effective October 1, 1986

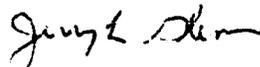
Uniform allowance will be \$500.00 annually to be paid on a
quarterly basis.

When an employee is selected to be a motor officer, the City
will pay a one-time payment of \$750.00 to offset the cost of
required uniform equipment.

C. Education Incentive - effective December 15, 1986

A.A.	\$25.00 per month
B.A. (Police Science)	\$25.00 per month
Intermediate POST Certificate	\$50.00 per month
Advanced POST Certificate	\$50.00 per month

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG:br

COUNCIL COMMUNICATION

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

DATE: December 17, 1986

NO.

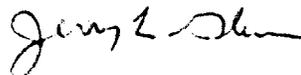
SUBJECT: REVISE HOLIDAY SCHEDULE FOR MANAGEMENT AND MID-MANAGEMENT EMPLOYEES

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That all Management and Mid-Management classifications will receive the equivalent of 11.5 days of holiday leave per year. If employees avail themselves of the opportunity to receive an annual physical, their holiday balance will be reduced by one day.

BACKGROUND INFORMATION: Management and Mid-Management employees have received one less holiday than other employees. In lieu of this holiday, they had the right to receive, at City expense, an annual physical. The HMO Insurance Plan offers an annual physical as part of the coverage. This change then gives the employee an option as to which benefit - a holiday or a physical - best meets his needs.

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG:br

COUNCIL COMMUNICATION

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

DATE: December 17, 1986

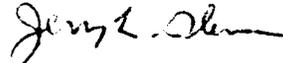
NO.

SUBJECT: REVISE PAYMENTS FOR HEALTH INSURANCE PREMIUMS FOR
MID-MANAGEMENT EMPLOYEES

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council authorize payments to all
Management and Mid-Management employees of up to
\$240 for employee and dependents for health
insurance premiums to cover the cost of medical, dental and vision care.

Respectfully submitted,



Jerry L. Glenn
Assistant City Manager

JLG:br

TXTA.06C COUNCIL17

RESOLUTION NO. 86-184

A RESOLUTION OF THE LODI CITY COUNCIL
ESTABLISHING SALARIES FOR POLICE MID-MANAGEMENT EMPLOYEES

WHEREAS, Resolution No. 4336 provides the same benefits to management and mid-management employees as granted other employees; and

WHEREAS, the City Council has authorized benefit changes for police officers and police mid-management employees;

The City Council of the City of Lodi RESOLVES as follows:

1) Effective December 29, 1986, the salary for police mid-management employees shall be modified as follows:

	<u>Bi-Weekly</u>				
	A	B	C	D	E
Police Sergeant	\$1060.97	\$1114.02	\$1169.72	\$1228.21	\$1289.61
Police Lieutenant	1228.21	1289.62	1354.10	1421.80	1492.89
Police Captain	1421.80	1492.89	1567.53	1645.91	1728.21

2) Police mid-management employees may no longer be compensated for unused Administrative Leave.

3) All management and mid-management police personnel will receive 11.5 days of holiday leave per year. If they choose to have an annual physical examination, the holiday balance will be reduced by one day.

4) The City Council authorizes payments to all management and mid-management employees of up to \$240 per month to pay the cost of employee and dependent medical, dental and vision care insurance costs.

Dated: December 17, 1986

I hereby certify that Resolution No. 86-184 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 1986 by the following vote:

Ayes: Council Members - Olson, Snider, Hinchman, Pinkerton,
and Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

RESOLUTION NO. 86-184 (A)

A RESOLUTION OF THE LODI CITY COUNCIL
IMPLEMENTING BENEFITS FOR REPRESENTED EMPLOYEES OF
THE POLICE OFFICERS' ASSOCIATION OF LODI

WHEREAS, representatives of the Police Officers Association of Lodi and the City Managers office have agreed on terms and conditions of employment in accordance with provisions of Section 3500 et seq. of the Government Code;

THE CITY COUNCIL OF THE CITY OF LODI RESOLVES as follows:

1) Effective January 1, 1987, the City will contribute up to \$235 per month for health insurance benefits for employee and dependents to cover costs of medical, dental and vision care.

2) Effective October 1, 1986, the City will make a \$500 annual payment to reimburse all sworn police personnel for the purchase, care and maintenance of uniforms; such payment to be made quarterly.

3) Effective October 1, 1986, the City will make a one-time payment of \$750 to employees selected to be a motor officer, to offset the cost of required uniform equipment.

4) Effective December 15, 1986, to provide wage supplements for advanced training and education as set forth hereafter:

A.A.	\$25 per month
B.A. (Police Science)	\$25 per month
Intermediate POST Certificate	\$50 per month
Advanced POST Certificate	\$50 per month

5) Retroactive to October 6, 1986, to provide salaries as shown below:

	<u>Bi-Weekly</u>				
	A	B	C	D	E
Police Officer	\$896.77	\$941.61	\$988.69	\$1038.12	\$1090.03
Police Officer Trainee I	774.67	813.40	854.07	896.77	941.61
Police Officer Trainee II	774.67	813.40	854.07	896.77	941.61

Dated: December 17, 1986

I hereby certify that Resolution No. 86-184(A) was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 1986 by the following vote:

Ayes: Council Members - Olson, Snider, Pinkerton,
Hinchman, and Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reinche
City Clerk

86-184 (A)

CITY OF LODI
POLICE OFFICERS ASSOCIATION OF LODI 1986

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POLICE OFFICERS ASSOCIATION OF LODI
1986

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 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 Memorandum of Understanding are applicable to Police Officer Trainee, Police Officer Trainee II, and Police Officer.

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

2.1 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 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 (5) 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 (15) 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 (15) days of the receipt of the grievance. This filing to the Police Chief shall be within fifteen (15) 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 (15) work days of the receipt of the grievance. The Fourth Step shall be taken within fifteen (15) work days of the date of the answer in Step Three.

3.6 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 (15) calendar days of the Fourth Step decision.

Within twelve (12) 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 (5) arbitrators from which the City and the Association shall alternately strike names until one (1) 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 (5) 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 will 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/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing will 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 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 Agreement. The Arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

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

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

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

By filing a grievance and processing it beyond Step 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 arbitration award in any court of competent jurisdiction.

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 Patrol personnel shall work a "10-4" Plan.

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, and 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 Wednesdays). There will 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.

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

New Year's 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	-	4th Friday in November
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.

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.

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 Section 6.3, plus one additional holiday for each 4 month period 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 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.)

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 The City will contribute up to \$235.00 per month for health insurance benefits. These benefits are:

A. Medical Insurance.

The City will make available HMO PLAN II

OR

Pacific Mutual Plan offered all other City employees. It is understood that the Plan in effect on October 31, 1986, will be modified on January 1, 1987, as follows:

- 1) Eliminate the \$500 first dollar coverage for hospitalization
- 2) Add \$100 deductible for hospital stays
- 3) Stop loss increased to \$10,000
- 4) Lifetime maximum of each insured employee and dependent increased to five hundred thousand dollars
- 5) Deductible is waived for accidents

B. Dental Insurance.

The City will continue to provide a dental insurance plan in accordance with the benefits outlined in Appendix B of this document.

C. The City will continue to provide family vision care, similar to Vision Care Plan B as follows:

- 1) Examination and lenses each 12 months
- 2) Frames each 24 months
- 3) \$25 deductible

8.2 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 \$500.00 annually to be paid on a quarterly basis. The allowance shall be prorated for service of less than three (3) months. Effective October 1, 1987 the uniform allowance shall be increased to \$550.00 annually; effective October 1, 1988, uniform allowance shall be increased to \$600.00 annually.

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.

c. The City of Lodi agrees to continue to pay a sum of \$750.00 to offset the initial cost of the uniform equipment required for a motor officer.

If the officer fails to complete the twelve (12) month requirement, then he/she agrees to reimburse the City of Lodi on a prorated basis (i.e., if after six (6) months he/she quits, a \$375.00 reimbursement will be required.) If he/she is relieved for lack of performance before the minimum twelve (12) months, he/she will also reimburse the City of Lodi on a prorated basis.

If he/she completes the minimum twelve (12) month assignment, he/she is not required to reimburse the City of Lodi, and the uniforms are his/her sole possession.

9.2 Above Class Pay: 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 salary if the position is vacant for more than 20 consecutive calendar days because of vacancy, illness, or industrial or non-industrial accident.

9.3 Education Incentive:

a. Effective December 15, 1986, education incentive pay will 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/she has an A.A. and will be paid accordingly.
- c. If an employee possesses an Advanced POST Certificate, the Police Science major requirement for a B.A. will be waived.
- d. No employee shall be entitled to 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 per employee.

9.5 Deferred Compensation: The City will match contributions by employees to the City of Lodi's Deferred Compensation Program up to one-half (1/2) percent of an employee's base pay. Commencing with the pay period encompassing April 1, 1987, the rate shall increase to one (1) percent; commencing with the pay period encompassing October 1, 1987, the rate shall increase to one and one-half (1-1/2) percent; commencing with the pay period encompassing October 1, 1988 the rate shall increase to two (2) percent.

9.6 K-9 Program

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

Scheduled training activities are compensable hours. Either the officer's work schedule will be modified to provide for appropriate training time, the officer will receive comparable time off during the work period, or the officer will be compensated for the additional hours worked.

The City will pay for food, supplies, veterinary care, and equipment needed for the assigned animals.

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 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.

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/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 (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 hourly increments with a two (2) hour minimum.

ARTICLE XV OVERTIME

15.1 Officers called to appear for work within 2 hours of the beginning of a shift, or 1 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 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.

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

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 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.

15.3 Motor officers shall be compensated at the rate of time and one-half for two (2) 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.

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 two (2) hours of the beginning of a shift or within one (1) 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.

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 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 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.

18.2 The City agrees that all disciplinary action will be taken in a timely manner, recognizing that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action.

ARTICLE XIX TERM

19.1 Covering the period beginning October 6, 1986 through the pay period which encompasses October 1, 1989.

ARTICLE XX SALARY

20.1 The following percentage increases and bi-weekly salary rates shall be effective on the following dates:

October 6, 1986: 6%	A	B	C	D	E
<u>STEPS</u>					
POLICE OFFICER TRAINEE	774.67	813.40	854.07	896.77	941.61
POLICE OFFICER TRAINEE II	774.67	813.40	854.07	896.77	941.61
POLICE OFFICER	896.77	941.61	988.69	1,038.12	1,090.03

20.2 Beginning the pay period encompassing April 1, 1987:

	6.1%	A	B	C	D	E
<u>STEPS</u>						
POLICE OFFICER TRAINEE		821.92	863.02	906.17	951.48	999.05
POLICE OFFICER TRAINEE II		821.92	863.02	906.17	951.48	999.05
POLICE OFFICER		951.48	999.05	1,049.00	1,101.45	1,156.52

20.3 Beginning the pay period encompassing October 1, 1987, salary rate increases shall be calculated based on the percentage change from August 1986 to August 1987 of the U.S. Cities Average Consumer Price Index for Urban Wage Earners and Clerical Workers, as compiled by U.S. Bureau of Labor Statistics. However, in no event shall salary rate increases be less than five percent (5%) or more than seven percent (7%). For example: If the change is less than five percent (5%), the City will increase compensation by five percent (5%). If the change is more than five percent (5%), but less than seven percent (7%), the City will increase compensation by the percentage which falls between five percent (5%) and seven percent (7%). If the change exceeds seven percent (7%), the City will increase compensation a maximum of seven percent (7%).

Calculation of Section 20.3

August 1987 CPI (as identified in Section 20.3)	-	August 1986 CPI (as identified in Section 20.3)	= Index Point Change
Index Point Change divided by August 1986 CPI			= Factor A
Factor A x 100			= Percentage Change

20.4 Beginning the pay period encompassing October 1, 1988, the salary rates shall be determined by the Association and City surveying each agency specified in Article XXII Salary Survey to determine the top step base salary (i.e., traditionally 5th or E step, excluding any and all special pays, differentials, or allowances) for a Police Officer, and the portion of the employee's contribution to a retirement plan which is paid by the agency, if any, 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 bi-weekly dollar amounts and a mean calculated. Such mean shall then be reduced by the percentage of the bi-weekly contribution by the City of Lodi toward the employee's share of PERS (i.e., nine percent (9%) of base salary). The now adjusted bi-weekly salary figure shall then be increased by one percent (1%).

The top step of a Lodi Police Officer shall be increased to match the resulting amount or increased by five percent (5%), whichever is greater. The lower steps of the Police Officer range and the steps of the Police Officer Trainee ranges shall be adjusted proportionally.

Calculation of Section 20.4

For each of the thirteen (13) agencies listed in Article XXII, calculate the following in bi-weekly dollar amounts only:

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

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

Reduce the mean composite compensation (Average C) by the percentage of the employees' retirement contribution paid by the City of Lodi (9.0%) to arrive at a bi-weekly base salary figure (Average Adjusted Salary).

Increase that amount by one percent (1%) to arrive at the bi-weekly base salary figure to be used for comparison.

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

Grand Total C divided by 13 = Average C
 Average C divided by 1.09 = Average Adjusted Salary
 Average Adjusted Salary x 1.01 = Bi-Weekly Salary for Comparison

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

ARTICLE XXI MISCELLANEOUS

21.1 Maternity Leave:

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:

During the probationary period, the probationary employee shall be entitled to sick leave benefits. Annual step increases will be granted at the 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:

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

ARTICLE XXIII CONCERTED ACTIVITIES

23.i 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

Chris C. G. 12-16-86 Date Jerry L. Shenn 12-16-86 Date

Ken Palabayashi 12-16-86 Date Floyd Williams 12-17-86 Date

Virgil Moore 12-16-86 Date Capt. Larry D. Hansen 12-16-86 Date

Gerald J. Murray 12-16-86 Date Zic Kuttake 12-16-86

Chris H. O. 12/16/86

PATROLMAN

	M	T	W	T	F	S	S	M	T	W	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	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