

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

POLICE OFFICERS ASSOCIATION OF LODI

JULY 1, 2019 – JUNE 30, 2022

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CHAPTER 1 - COMPENSATION & WORKING CONDITIONS

ARTICLE I - SALARY

- 1.1 The Salary Schedule for members of the POAL will be as set forth in Exhibit A.
- 1.2 Effective July 15, 2019, the City shall increase the salary ranges by four point three percent (4.3%). Effective with the first full pay period of November 2019, the City shall increase the salary ranges by six percent (6.0%). Effective the first full pay period in January 2020, the City shall increase the salary ranges by three percent (3.0%). Effective with the first full pay period in July 2020 and July 2021, the City shall increase the salary ranges by three percent (3.0%).
- 1.3 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a survey is performed, the fifteen cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

ARTICLE II - HOURS OF WORK

- 2.1 Patrol Officers, Motor Officers, and Officers assigned to Investigations shall work a 4/10 plan. School Resource Officers shall work a 9/80 plan; however, the City and the POAL both mutually agree that School Resource Officers may be temporarily assigned to 4/10 schedule during the extended school breaks, between school calendar years, or at the needs of the Department.
- 2.2 The work period for POAL employees will consist of 7 consecutive days. This work period shall be from Monday through Sunday.
- 2.3 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees

off on compensatory time, and to schedule holidays and vacations, all depending on the "needs of the service". Temporary changes to an employee's schedule must be noticed at least 48 hours' in advance of the change.

- 2.4 The City and the POAL mutually agree that split shifts are very stressful and may cause health problems. Consequently, officers shall not work split shifts except during cases of an emergency nature. Specifically and for training purposes only, this provision does not apply to the Canine Officer assigned to Graveyard with Thursdays and Fridays off in order to better facilitate training.
- 2.5 All employees in the classification of Police Officer Trainee, Police Officer, and Police Corporal, shall select annually, beginning in January, for at least a one year period, their preferred days off sequence, holidays, and vacation time off on the basis of their seniority and the "needs of service" of the department.

Employees assigned to patrol shall be allowed to pick their days off sequence, shift, beat, holidays, and vacation time off based on their departmental seniority. Police Corporals shall be allowed to pick their days off sequence and shift based on their seniority within the rank of Corporal. The selections for beat, holidays, and vacation time off shall be based on their departmental seniority. Departmental seniority shall be defined as the total time in service as a member of the POAL bargaining unit. Should a member of the POAL leave membership for any reason and return to membership within 12 months, seniority shall be calculated as if the member never left the bargaining unit.

K-9 officers assigned to patrol shall pick their days off sequence and shift based on the needs of service for the department. The selections for beat, holidays and vacation time off will be based on their departmental seniority.

Employees assigned to a special assignment which includes Investigations, Traffic, Bicycle Patrol, and School Resource shall pick their days off sequence, vehicle assignment, holidays and vacation time off based on their seniority within their respective unit.

Nothing in this section prevents the department from assigning personnel based on the needs of service for the department as determined in the sole discretion of the Police Chief.

ARTICLE III - OVERTIME

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

Work Schedule

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

Overtime

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

On the 9/80 work schedule there is one day employees' work an eight (8) hour day. For purposes of overtime eligibility, hours worked in excess of eight (8) hours on this day shall be considered overtime.

3.2 Overtime hours shall be reported and paid at the rate of one and a half times regular pay, or any greater amount as required by law, in quarter hour increments with less than 7.5 minutes rounded down to the next quarter hour increment and over 7.5 minutes rounded up to the next quarter hour increment.

3.3 In scheduling overtime, the Department shall utilize the following Overtime Call-Out Procedure.

Emergency Overtime Call-Out Procedure

In the case of an emergency requiring immediate response of personnel, any employees summoned through personal contact, a message, or a page to work, shall do so promptly.

If a reasonable excuse exists that precludes the employee's response, he/she shall advise the supervisor requesting a response. It shall remain the discretion of the supervisor whether or not to require an employee to work Emergency Overtime.

Short Notice Overtime

Any supervisor, upon realizing the need for personnel with less than 24 hours' notice, may initiate this procedure. The supervisor will first seek to utilize on duty employees for "hold over" or next shift employees for an "early in." In the event that the use of on duty or early in employees would necessitate these employees to work excessively long shifts,

the supervisor shall attempt telephone contact with other available employees as set forth below, then utilize on duty employees in another assignment who are capable of performing the work.

Call-Out Procedure

Should an overtime assignment remain vacant following the use of the Short Notice Overtime procedure, the supervisor shall begin a call-out of the least senior employee who has had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days.

Seniority for Short Notice Overtime will not apply and will be “First Come, First Served”. Bypassing of the seniority procedure only applies to Short Notice Overtime.

Scheduled Overtime Sign-Up Lists

The supervisor responsible for scheduling shall post a sign-up for scheduled overtime. Generally, the overtime assigned by this procedure is for foreseeable overtime; i.e., training, vacations, injuries, vacancies, special assignments, etc.

The list will remain posted for five (5) days. Employees may sign up for overtime beginning with the most senior employee. Overtime will be posted in minimum increments of half shifts, i.e., four (4) hours, five (5) hours, or six (6) hours.

Should all overtime assignments not be filled through the Scheduled Overtime Sign-Up List, the scheduling supervisor shall assign the least senior qualified employee available, whether or not that employee is on the Scheduled Overtime Sign-Up List, provided that the employee is assured at least one (1) day (twenty- four (24) consecutive hours) off in each seven (7) day period.

Change of Scheduled Overtime Procedure

If the City or POAL proposes a different procedure for handling scheduled overtime during the term of the MOU, the City agrees to meet and confer with the POAL on the proposal. The parties must mutually agree on the change.

Maximum Hours

The following limitations of Short Notice and Scheduled Overtime are prescribed:

No employee shall be scheduled to work more than fourteen and one-half (14.5) consecutive regular hours in one day, except in emergency or extraordinary circumstances.

No employee shall be scheduled to return to work without eight (8) hours between assignments.

An employee shall not be assigned to work overtime "out-of-class" without permission from the Police Chief or designee.

The Police Chief or designee may exclude any individual from an overtime assignment if in his/her estimation the individual does not possess the skills or abilities to achieve the desired objective of the assignment.

ARTICLE IV – REST AND MEAL PERIOD

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

a. Officers will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:

- 1) the time period that officer's regular work shift ends and his/her scheduled appearance/ assignment time; or
- 2) the time period that officer is dismissed and his/her regular work shift begins.

This rest period will not be charged to the officer.

b. If an officer receives approval to take the remaining portion of his or her scheduled shift off, the officer's leave balances will be charged for the entire shift (as if no rest period has occurred).

c. The rest period does not apply when an officer is scheduled for court or appearance/ assignment the day immediately following a day off.

- 4.2 If an officer is called to duty or remains on duty for any reason within that rest period or into his/her normal shift, he/she shall be compensated at 150% of his/her normal rate of pay.
- 4.3 Officers assigned to work a 4/10 or 9/80 schedule will receive a one (1) hour paid meal period when operationally feasible. Officers may elect to utilize the one (1) hour paid meal break to work out in the gym on the second floor of the Police Department. Officers who choose to work out in the department gym must follow the guidelines as set forth in the Department's Lexipol meal break policy.

ARTICLE V - COMPENSATORY TIME

- 5.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime worked.
- 5.2 No more than 240 hours of compensatory time may be carried on the books at any time.
- 5.3 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 5.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 5.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year, in April and October.

ARTICLE VI - ABOVE CLASS PAY

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

ARTICLE VII - EDUCATION INCENTIVE

7.1 Education incentive pay shall be as follows:

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

The POST Incentives set forth in this clause are paid at the highest level certificate held (i.e. they are not stackable).

ARTICLE VIII - BILINGUAL OFFICERS

8.1 Employees designated by the Police Chief and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual allowance of \$150.00. Officers shall not be eligible for the bilingual allowance while attending a POST Basic Academy.

ARTICLE IX - ARSON / EXPLOSIVE ORDINANCE INCENTIVE

9.1 Officers performing the Arson / Explosive Ordinance function shall be paid an incentive of an additional 4.5% of the employee's base salary.

ARTICLE X - MOTOR OFFICERS

10.1 Officers assigned to the Motors Unit shall be paid an incentive of 4.5% of the employee's base salary. It is mutually agreed this incentive fully compensates the officer for the time taken for regular pre-shift preparation, washing, minor maintenance, transportation of the vehicle to repair facilities within the City of Lodi, and any permitted transportation of the motorcycle to and from home. It is also mutually agreed that assignments to the Motor Unit are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an

opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

ARTICLE XI - CANINE DUTY

- 11.1 The pay provisions for canine duty shall be regulated only by the following:
- a. The City and POAL estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a weekly basis, is seven (7) hours, payable at the federal minimum wage overtime rate. They agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized. The full compensation due officers for the performance of their canine responsibilities, on a bi-weekly basis, is \$152.25. In the event of a change in federal minimum wage, the parties agree to re-open this section to adjust full compensation for these duties such that full compensation for these duties will equal at least 4.5% of base pay. Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. For purposes of calculating overtime for work performed by police officers in their capacity as police officers, the reference above shall be part of the base salary rate.
- 11.2 It is mutually agreed that assignments to the Canine program are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.
- 11.3 Officers assigned to the Canine program shall continue in this assignment for a period of not more than five years and shall be compensated at the officer's regular rate of pay including appropriate incentive pay(s). Upon completion of the fifth year, the officer's performance shall be evaluated, along with any other submitted applications of interest for the position of Canine, for the purpose of filling the position in the program. If no other applications of interest have been submitted for the position in the Canine program, the officer holding the position may be extended for a period of two more years

whereupon another evaluation period, previously mentioned, shall commence. (The City reserves the right to conduct annual evaluations on Canine Officers.)

ARTICLE XII - POLICE CORPORALS

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

ARTICLE XIII - MASTER OFFICER

- 13.1 POAL members who have completed 8 years of sworn service (minimum of one year of service with the City of Lodi for Laterals), who possess their Advanced POST certificate, and who have successfully passed a written examination administered by the Human Resources Division shall be paid an incentive of 3% of the employee's base salary and be designated as a Master Officer. Written examinations shall be administered in April and October each year, contingent on having qualified employees to take the examination.
- 13.2 Master Officers may be considered for Field Training Officer (FTO); however, the selection shall be at the sole discretion of the Police Chief. Master Officers shall be paid an incentive of 3% of the employee's base salary when assigned as an FTO. Corporals will not be eligible for this additional 3% FTO incentive.
- 13.3 Master Officers may be considered for Field Supervisor; however, the selection shall be at the sole discretion of the Police Chief. Master Officers shall be paid an incentive of 3% of the employee's base salary when assigned as a Field Supervisor. Corporals will not be eligible for this additional 3% Field Supervisor incentive.

ARTICLE XIV - SPECIAL ASSIGNMENT PAY

- 14.1 Officers assigned to Investigations and SWAT shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that assignments to Investigations and SWAT are at the sole discretion of the City. No officer has any property rights to such assignments. Officers in such positions acknowledge, as does the POAL, that officers

may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment. Nonetheless an officer shall not be punitively removed from a specialty assignment without being granted an opportunity for an administrative appeal. However, the provision of an appeal shall not create a property interest in the assignment.

ARTICLE XV - CALL BACK

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

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

ARTICLE XVI - COURT TIME

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

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

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

16.4 Officers who receive a subpoena to appear in court, shall notify the Watch Commander of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

ARTICLE XVII - ADDITIONAL COMPENSATION/LONGEVITY PAY

- 17.1 After completing ten years of service with the Lodi Police Department, employees shall receive an annual longevity compensation amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Police Department. Employees who have completed twenty years of service with the Lodi Police Department will receive an annual longevity compensation amount of \$3,000 on November of the year following completion of twenty full years of service and each year thereafter.
- 17.2 For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Police Department) shall receive the longevity compensation associated with their years of service with the Lodi Police Department.

ARTICLE XVIII - UNIFORM ALLOWANCE

- 18.1 The uniform allowance shall be \$950 annually paid bi-weekly in the employee's normal payroll check.
- 18.2 The City agrees to pay a sum of \$1,200 to offset the initial uniform and equipment costs required for a Motor Officer and to pay an additional \$800 annual uniform allowance for those officers assigned to Motors, paid bi-weekly in the employee's normal payroll check.
- 18.3 If a Motor Officer fails to complete an 18-month assignment he/she agrees to reimburse the City on a prorated basis for each month not completed. If he/she is relieved for lack of performance before the minimum 18 months, he/she shall also reimburse the City on the same prorated basis. If he/she completes the 18-month assignment the equipment becomes the officer's sole possession.
- 18.4 Effective July 15, 2019, the uniform allowance provided in Section 18.1 is eliminated.
- 18.5 The City agrees to provide each officer a set of "Threat Level 3-A" body armor. When an employee is on patrol he/she agrees to wear his/her body armor.

- a. In that the City and POAL agree that officer safety is paramount, the City agrees to replace all ballistic vests prior to the end of the fifth year from the date of manufacture.
 - b. The City agrees to furnish each officer an SL-20 flashlight by Streamlight. The City agrees to exchange the flashlight battery and flashlight bulb upon request, but no more often than once in any twelve-month period.
- 18.6 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 18.7 The City and POAL will continue to work together on the concept of a Quarter Master uniform program and if mutually agreeable the program may be implemented through a side-letter agreement or contract amendment.

ARTICLE XIX - RESERVED

CHAPTER 2 - LEAVES

ARTICLE XX - CATASTROPHIC LEAVE

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

ARTICLE XXI - FAMILY MEDICAL LEAVE

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

ARTICLE XXII - BEREAVEMENT LEAVE

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

ARTICLE XXIII - HOLIDAYS

23.1 Effective January 1 of each year, each represented member of the POAL shall receive 135 hours of holiday leave which may be taken on any day of the week depending on the needs of the Department as determined by the Chief or designee. Holiday Leave may be taken in hourly increments.

23.2 Police Officers assigned to patrol shall pick holidays by seniority, in one-shift increments, depending on the needs of the service. There shall be no fixed holidays during the year with the exception that the current practice of Thanksgiving, Christmas, and New Year's holidays be fixed (i.e. - the actual date on which the holiday falls is recognized and therefore taken) for officers assigned to Motors shall be continued.

Employees hired or separating from service mid-year shall be credited with holiday leave on a prorated basis with the exception that the three holidays fixed for Motor Officers shall not be prorated.

23.3 Bargaining unit members shall be allowed to cash out holiday time in April and October. If holiday time is not used by the end of the calendar year, it will be cashed out to the employee. Holiday time cashed out shall be paid at the employee's regular rate of pay.

ARTICLE XXIV - LEAVES OF ABSENCE

24.1 Leaves of Absence are available to employees in accordance with the City's current Leave of Absence policy.

ARTICLE XXV - SICK LEAVE

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

a. Actual illness or injury of the employee.

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

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

25.3 Sick leave may be accumulated to an unlimited amount.

ARTICLE XXVI - VACATION LEAVE

26.1 Vacation accruals shall be as follows:

0-5 years	3.08 hours per pay period
6-11 years	4.62 hours per pay period
12-14 years	5.24 hours per pay period
15-20 years	6.16 hours per pay period
21 years	6.47 hours per pay period
22 years	6.78 hours per pay period
23 years	7.09 hours per pay period
24 years	7.40 hours per pay period
25 years	7.71 hours per pay period

26.2 During the first continuous 12 months of employment, vacation days shall be earned but may not be taken. An employee who terminates employment for any reason during the first 12 months of employment shall be entitled to cash out of accrued and unused vacation leave.

26.3 At the completion of 12 continuous months of employment, the employee is eligible to take his/her accrued vacation leave in accordance with department policy.

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

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

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

26.6 Employees shall be eligible to annually cash out all accrued vacation hours in excess of 80 hours in October of the calendar year. The cash out payment will include the employee's incentive pay(s) in the calculation.

ARTICLE XXVII - MISCELLANEOUS LEAVE

27.1 Upon adoption of this MOU, the City agrees to create a special leave bank of eighty (80) hours of non-cashable leave. All leave must be used by December 31, 2019 or it will be forfeited. These leave hours are separate from all other leave hours and shall not affect any maximum accrual hours of any other leave banks. The provisions in this paragraph sunset on December 31, 2019.

CHAPTER 3 - INSURANCE BENEFITS & RETIREMENT

ARTICLE XXVIII - CAFETERIA PLAN

28.1 The City intends to propose a cafeteria based benefit program that would incorporate but not be limited to Medical, Dental, Visions, Chiropractic and Life Insurance. The above terms of this Agreement will be reopened for negotiation upon the City's presentation of a draft plan. The City will form a committee, comprised of one member from each

Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan. The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.

ARTICLE XXIX - CHIROPRACTIC INSURANCE

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

ARTICLE XXX - DENTAL INSURANCE

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

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

ARTICLE XXXI - FLEXIBLE SPENDING ACCOUNT

31.1 Members of this unit are eligible to participate in the City's Flexible Spending Account Program which allows employees to pay for unreimbursed medical costs, insurance premiums, and child care costs to be paid with pre-taxed dollars. Effective in plan year 2018, the Medical Flexible Spending Account (FSA) will include a carryover provision which allows an active participant to automatically carryover up to \$500 to the new plan year. However, amounts over \$500 would be forfeited after the final filing date, as set by the program, if left unclaimed.

ARTICLE XXXII - VISION INSURANCE

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

ARTICLE XXXIII - MEDICAL INSURANCE

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

If an employee waives medical insurance through the City, the employee may at their option take the following in cash or deposited into their deferred compensation account:

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

In order to qualify for this provision, proof of group insurance must be provided to the City.

Effective January 1, 2018, City will pay a maximum of the following for each family category:

\$1,794.51 per month for Family
\$1,380.39 per month for Employee + 1
\$690.20 per month for Employee Only

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

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

- 33.3 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time probationary employee of the City.

33.4 Employees who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.

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

ARTICLE XXXIV - RESERVED

ARTICLE XXXV - DEFERRED COMPENSATION

35.1 Employees may voluntarily participate in the City of Lodi's Deferred Compensation Plan as allowed by IRS Code 457(k).

35.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee's gross salary.

ARTICLE XXXVI - LIFE INSURANCE

36.1 The City agrees to provide each covered member a \$50,000 accidental death policy in addition to any other life insurance policy or statutory payments that may be due to an employee in the event of death resulting from a line-of-duty injury.

ARTICLE XXXVII - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

37.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to December 22, 2012 who are deemed "classic" employees by PERS:

Public Safety

- 3% @ 50 plan
- 1959 Survivors Benefit – Third Level

- Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Single Highest Year

37.2 For employees hired after December 22, 2012 and deemed to be “classic” employees by PERS, the following retirement plan will apply:

Public Safety

- 3% @ 55 plan
- 1959 Survivor Benefit – Third Level
- Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average

37.3 The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee’s Pension Reform Act of 2013 (PEPRA):

Public Safety

- 2.7% @ 57 plan
- 1959 Survivor Benefit – Third Level
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest Three Year Average
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

- 37.4 All employees deemed “classic” safety members of CalPERS as referenced in Article 37.1 and 37.2 shall pay nine percent (9%) of the PERS employee’s contribution and three percent (3%) of the PERS employer’s contribution on a pre-tax basis. Employee contributions to the employer’s portion are credited to each employee’s account.
- 37.5 All employees deemed as “new” Safety members under the Public Employees’ Pension Reform Act of 2013 (PEPRA), shall contribute on a pre-tax basis the greater of 12% or the Required PEPRA Member Contribution Rate as determined by CalPERS. Should the 12% contribution exceed the Required PEPRA Member Contribution Rate, the excess amount shall not be credited to the employee’s account.
- 37.6 Effective upon a contract amendment with CalPERS, anticipated for November 4, 2019, all employees in the bargaining unit shall pay an additional six percent (6%) of the employer’s contribution, in addition to previously agreed upon cost-sharing outlined in section 37.4 and 37.5 above. Classic safety members shall pay a total of nine percent (9%) of the employer’s normal cost (cost-sharing). PEPRA members shall pay a total of six percent (6%) of the employer’s normal cost (cost-sharing). Once an affirmative vote by those employees defined as PEPRA members, agreeing to the additional six percent (6%) cosh-share, employee contributions to the employer’s portion shall be credited to each employee’s account. In addition to the six percent (6%) cost-sharing above, PEPRA members will contribute a minimum of twelve percent (12%) or the Required PEPRA Member Contribution Rate as determined annually by CalPERS as outlined in section 37.5.
- 37.7 Should a contract amendment with CalPERS not be finalized by November 4, 2019, beginning November 4, 2019, all employees in the bargaining unit shall contribute on a pre-tax basis an additional 6% to the PEPRA member Contribution Rate or the PERS employer contribution. This will be in addition to any contributions under sections 37.4 and 37.5. This amount will be contributed by employees from November 4, 2019 until such time as a contract amendment with CalPERS is finalized. Amounts contributed under this section will not be credited to the employee’s account. Upon successful completion of a contract amendment with CalPERS, this section 37.7 is null and void and section 37.4 through section 37.6 shall govern the employee’s contributions towards the employer’s normal costs.

ARTICLE XXXVIII - SICK LEAVE CONVERSION PROGRAM

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

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

OPTION #1 – “Bank”

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

For example:

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

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

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

OPTION #2 – “Conversion”

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement, subject to the cap shown in Section 33.2 of this MOU. Any differences created by an increase in premiums must be paid for by the employee.

For example:

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

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

225 times 87.5 (% of coverage)=196.88

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

OPTION #3 – “Service Credit”

Employees may elect to add PERS credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after October 10, 1994. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 38.1, the City will report they have zero hours of unused sick leave.

- 38.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program (10 years) the surviving dependents have an interest in one-half the value of the bank as calculated in option #1.
- 38.3 In accordance with the sick leave conversion provisions, a surviving spouse may at his/her own expense, continue medical insurance at the employee only premium for the same period as if the employee had not died.
- 38.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 38.1 of this Article.

ARTICLE XXXIX - SURVIVORS BENEFITS

- 39.1 The City shall pay 100% of the premiums for health and dental benefits described in this MOU for the surviving spouse and any minor children of any member of the POAL who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:
 - a. the children are no longer eligible by law to be covered as dependents on the plan, or

- b. the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.
- 39.2 Survivor benefits (listed in 4856 of the California Labor Code) do not apply to Police Officer Trainee until such time that he/she is sworn pursuant to Article 20, Section 3
- 39.3 Disability benefits (listed in 4850 of the California Labor Code) shall not apply to until such time that he/she is sworn pursuant to Article 20, Section 3.

ARTICLE XL - TUITION REIMBURSEMENT

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

CHAPTER 4 - ASSOCIATION/CITY ISSUES

ARTICLE XLI - ASSOCIATION TIME

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

ARTICLE XLII - BENEFICIAL PAY PRACTICE

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

ARTICLE XLIII - CHANGES IN THE MEMORANDUM OF UNDERSTANDING

43.1 The City and the POAL agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the POAL.

ARTICLE XLIV - CITY RIGHTS

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

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

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

ARTICLE XLV - CONCERTED ACTIVITIES

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

ARTICLE XLVI - EMPLOYEE REPRESENTATION

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

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

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

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

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

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

The City and the POAL agree and understand that if any section of this MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as

personnel rules, administrative policy and procedure manual, City resolutions, or City ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on an issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

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

delivered to the POAL. A copy of the request shall be forwarded to the Finance Department upon receipt by the POAL.

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

ARTICLE XLVII - EMPLOYEE RIGHTS

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

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

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

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment.
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized POAL representative shall be permitted, upon request, to inspect the employee's official departmental personnel

file during normal business hours. Such review shall not interfere with normal business of the Department.

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

47.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.

47.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The POAL similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.

47.6 Both the City and the POAL agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions of employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

ARTICLE XLVIII - GRIEVANCE PROCEDURE

48.1 Intent and definitions of this section:

- a. This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, Letters of Understanding, and formal interpretations and clarifications executed by the POAL and the City.
- b. The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

- c. A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the POAL involving the interpretation, application, or enforcement of the express terms of this MOU and other terms and conditions of employment and matters of discipline.
- d. As used in this procedure, the term "party" means an employee, the POAL, the City, or their authorized representatives. The employee is entitled to representation through all the steps in the procedure.
- e. As used in this procedure the term "working days" refers to Monday through Friday, excluding City-recognized holidays.

48.2 Grievance Procedure

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

grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager or designee within ten (10) working days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager or designee shall meet with and respond in writing to the employee within ten (10) working days of the receipt of the grievance.

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

48.3 Discipline

- A. Discipline in General. Causes for disciplinary action are specified in the Rules for Personnel Administration (RPA) and the Department's policy manual. Disciplinary action includes but is not limited to written reprimands, demotion, suspension, or discharge of the employee. The causes cited in the RPA and policy manual are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the written list of causes, in which the City may find it necessary and appropriate to initiate disciplinary action.
- B. Right of Appeal
 1. Any employee shall have the right to appeal an EPO to the Division Commander (or Police Chief if issued by Division Commander). Any

employee shall have the right to appeal a written reprimand through the chain of command up to the Police Chief or his designee. The decision of the Police Chief is final and binding and not subject to further appeal. The appeal process timeline is as specified in #2a and #2b.

2. Any employee in the POAL bargaining unit shall have the right to appeal disciplinary action above a written reprimand as follows:
 - a. An employee must submit, in writing, to the Division Commander the appeal, clearly stating the basis and requested action within ten (10) working days after receiving the notice of discipline. The decision of the Division Commander will be issued within ten (10) working days of receipt of appeal.
 - b. The Division Commander's decision may be appealed to the Police Chief or his designee by filing in writing within ten (10) working days after issuance. The Police Chief will schedule a meeting with the employee and hear all evidence germane to the dispute. Thereafter, the Police Chief will decide the matter within ten (10) working days.
 - c. The Police Chief's decision may be appealed to the City Manager or his designee by filing in writing within ten (10) working days after issuance. The City Manager will respond in writing within ten (10) working days of receipt of the appeal.
 - d. The City Manager's decision may be submitted to arbitration as the final level of appeal for disciplinary action. Only the association may appeal to arbitration and must notify the City within ten (10) working days of the date of notice from the City Manager.

C. Conduct of Appeal Process

1. Failure by either party to meet the established time limits will result in forfeiture by the failing party. Grievance settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such

settlements be cited by either party as evidence in the settlement of subsequent grievances.

2. The time limits specified may be extended by mutual agreement between the parties.

D. Arbitration Process Guidelines

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

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion, or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. In grievance arbitration, the parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.

- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the employer's representatives.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

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

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

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

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

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

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

ARTICLE XLIX - LAYOFF PROCEDURE

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

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

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

ARTICLE L - PROBATIONARY PERIOD

50.1 During the probationary period, the probationary employee shall be entitled to sick leave benefits. Employees shall be eligible to be considered for a merit increase upon the successful completion of probation. Nothing herein shall be deemed to alter the terms or conditions of the probationary period following promotion.

ARTICLE LI - PROMOTIONAL EXAMINATIONS

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

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

ARTICLE LII – PERSONNEL FILES

52.1 Employees shall be provided a copy of all performance related memoranda (including performance evaluations) placed in their official personnel file which is retained in the Human Resources Department, and their "Administrative File" which is retained in the Police Department. Personnel files shall be kept in a secured location. Items that are to be removed shall be returned to the employee for disposition.

Affected employees shall be provided a copy of adverse comments placed in their official personnel file and shall have access to adverse comments placed in their administrative

file maintained by the Police Department. No employee shall have any adverse comments placed in his/her file without first reading and signing indicating awareness of such adverse comments. Should an employee refuse to sign, the adverse comments will nevertheless be placed in his/her file. An employee shall have thirty (30) days within which to file a written response to any adverse comments entered into his/her-the-official personnel file. Such written response shall be attached to and shall accompany the adverse comments. Upon written request of the employee, adverse comments in the personnel file and administrative file shall be removed in accordance with the timelines prescribed. Adverse comments pertaining to attendance problems may be used to support discipline only if the discipline was primarily imposed for an incident involving attendance problems. References to Letter of Discussion and Oral Counseling shall be articulated on a separate piece of paper for each event.

An employee shall be permitted at any time during regular office hours to inspect his/her personnel or administrative files provided notice is given to the custodian department which is sufficient to allow it up to three (3) of its working days to make the files available. He/she may also authorize, in writing, the Association representative to also inspect his/her personnel file provided the same advance notice is given. Such reviews shall be made in the Human Resources Department or Police Department subject to the presence of a member of the Human Resources Department or Police Department staff or its designee.

Any matters not in the official personnel file or referred to in the official personnel file shall not be used as the basis of discipline. Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of this MOU and applicable law.

Material contained in the Internal Affairs Division files, administrative file and the employee's personnel file shall be removed and destroyed after five (5) years from placement in the files, unless litigation relating to such material is pending. In such case, the potentially relevant material shall be retained in the files until the matter has been fully and finally adjudicated or until at least five (5) years have passed since the material was placed in the file, whichever occurs later.

The contents of the Internal Affairs File shall be purged and destroyed in accordance with applicable law.

All documented disciplinary actions shall be removed from the employee's official personnel file and "Administrative File" in accordance with table to follow.

This Section shall always be in compliance with the Public Safety Officers Procedural Bill of Rights Act, as set forth in Government Code Sections 3300-3312, and all provisions of law. Civilian employees shall not be granted any additional rights under the Public Safety Officer's Procedural Bill of Rights Act beyond those stated in this Section.

52.2 Document Retention

The following table reflects the time period each documented discipline shall be retained in the employee's personnel files:

Level of Discipline	Considered for Promotion and Utilized in Progressive Discipline
Letter of Discussion	2 Years from Date of Discipline
Oral Counseling	2 Years from Date of Discipline
Written Reprimand	2 Years from Date of Discipline
Pay Step Reduction	3 Years from Date of Discipline
Suspension Without Pay	3 Years from Date of Discipline
Demotion	5 Years from Date of Discipline

52.3 The City shall not maintain any file that the employee does not have access to, nor shall any file be kept beyond the above timeframes except in instances where the material is subject to pending litigation.

52.4 Should the City request to meet and confer over changes to this section, the POAL agrees to engage in discussions.

ARTICLE LIII - SEVERABILITY

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

ARTICLE LIV – TERM

54.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and POAL agree that the term is July 1, 2019 through June 30, 2022.

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

EXHIBIT A

ANNUAL SALARY EFFECTIVE JULY 15, 2019 (4.3%)

Job Title	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	63,172.53	66,331.11	69,647.73	73,130.13	76,786.60
Police Officer	73,153.77	76,811.47	80,652.07	84,684.73	88,918.92
Police Corporal	77,542.96	81,420.16	85,491.23	89,765.76	94,254.00

ANNUAL SALARY EFFECTIVE NOVEMBER 4, 2019 (6.0%)

Job Title	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer	77,543.00	81,420.16	85,491.19	89,765.81	94,254.06
Police Corporal	82,195.54	86,305.39	90,620.70	95,151.71	99,909.24

ANNUAL SALARY EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY 2020 (3.0%)

Job Title	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	65,067.71	68,321.04	71,737.16	75,324.03	79,090.20
Police Officer	79,869.29	83,862.76	88,055.93	92,458.78	97,081.68
Police Corporal	84,661.41	88,894.55	93,339.32	98,006.26	102,906.52

ANNUAL SALARY EFFECTIVE FIRST FULL PAY PERIOD JULY 2020 (3.0%)

Job Title	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	67,019.74	70,370.67	73,899.27	77,583.75	81,462.91
Police Officer	82,265.37	86,378.64	90,697.61	95,232.54	99,994.13
Police Corporal	87,201.25	91,561.39	96,139.50	100,946.45	105,993.72

ANNUAL SALARY EFFECTIVE FIRST FULL PAY PERIOD JULY 2021 (3.0%)

Job Title	Step 0	Step 1	Step 2	Step 3	Step 4
Police Officer Trainee	69,030.33	72,481.79	76,105.95	79,911.26	83,906.80
Police Officer	84,733.33	88,970.00	93,418.54	98,089.52	102,993.95
Police Corporal	89,817.29	94,308.23	99,023.69	103,974.84	109,173.53

POLICE OFFICERS' ASSOCIATION OF LODI

CITY OF LODI

Ryan LaRue, President
Negotiator

Date_____

Dominic Carillo, Vice President
Negotiator

Date_____

MASTAGNI HOLSTEDT Et Al

Jerry Camous, Labor Relations Consultant

Date_____

Stephen Schwabauer, City Manager

Date_____

Andrew Keys, Deputy City Manager

Date_____

Adele Post, Human Resources Manager

Date_____

APPROVED AS TO FORM:

Janice D. Magdich, City Attorney

Date_____

ATTEST:

Jennifer M. Ferraiolo, City Clerk