MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI POLICE DISPATCHERS ASSOCIATION

May 1, 2012 – December 31, 2013

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Exhibit A – Salary Schedule

CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
2012-2013

CHAPTER 1 – COMPENSATION & WORKING CONDITIONS

ARTICLE I - SALARY

1.1 The Salary Schedule for members of the LPDA will be as set forth in Exhibit A.

1.2 Although the City is not required to perform a survey during the term of this MOU, the parties agree that if a survey is performed, the 15 cities to be surveyed shall be: Chico, Clovis, Davis, Fairfield, Merced, Manteca, Modesto, Redding, Roseville, Stockton, Tracy, Turlock, Vacaville, Visalia and Woodland.

In the event a salary survey is conducted during the term of this MOU, the lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, employer's health insurance premium, deferred compensation, and any comparable incentives.

ARTICLE II - HOURS AND OVERTIME

2.1 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work after consultation with the employees involved. Temporary changes in this schedule must have at least 24 hours notice.

2.2 The City agrees to implement a 12-hour work schedule for Dispatcher/Jailer positions assigned to the Communication Center, with a one hour paid lunch and two (2) 15-minute breaks. Alternative work schedules for Dispatcher/Jailer positions assigned outside of the Communications Center may be developed by mutual agreement between an employee (s) and the appropriate supervisor.

2.3 It is agreed that the work schedule for members assigned to the property unit shall work a 10-4 schedule. The personnel participating will have consecutive days off scheduled depending on the needs of the assignment.

a) It is mutually agreed that employees participating in this schedule will officially begin their work week at noon Friday to avoid FLSA conflicts and/or overtime.

b) It is mutually agreed that in the event of unexpected staff shortages, this alternative work schedule can be terminated with 72 hours notice.

2.4 Overtime - Overtime work is work performed by an employee outside his/her regular hours and includes time worked:

a) In excess of forty (40) hours in a work week for members working a 10-4 schedule and eighty (80) hours per pay period for Dispatchers. This provision may be nullified if a shift trade is involved.

b) In excess of eight (8) hours in any work day for those on an eight (8) hour shift, in excess of nine (9) hours in any work day for those on a nine (9) hour shift, in excess of ten (10) hours in any work day for those on a ten (10) hour shift, and in excess of twelve (12) hours per day for those on a twelve (12) hour shift.

c) Time worked outside of regular hours of work on a work day unless notification has been made in accordance with this MOU.

d) Time worked on a non-work day unless involved in a shift trade.

2.5 Employees who are required to report for prearranged work on their non-work days shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

2.6 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three hours pay at the overtime rate.

2.7 When, at the request of the supervisor in charge, an employee reports for prearranged overtime on work days outside of his regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into his regular work hours, he shall be paid overtime compensation only for actual work time up to his regular work hours.

2.8 Rest Period - The intent of the rest period is to ensure that members of this unit adequately rested for their assigned work shift. In the event a Supervisor or Watch Commander deems it necessary for an employee to work through his/her rest period, the employee will continue being paid at the overtime rate.

a) Employees 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 employee's regular work shift ends and his/her scheduled appearance/assignment time; or

2) the time period that employee is dismissed and his/her regular work shift begins.

This rest period will not be charged to the employee.

b) If an employee receives approval to take the remaining portion of his or her scheduled shift off, the employee'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 employee is scheduled for court or appearance/assignment the day immediately following a day off.

2.9 Compensatory Time - 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.

a) No more than 144 hours of compensatory time may be carried on the books at any time. Side Letters to the immediately preceding MOU increased LPDA members CTO leave maximum to 480 hours. Bargaining Unit Members with banks exceeding 144 hours shall retain those excess hours but shall not be eligible to accrue additional CTO hours until their CTO banks fall below the 144 hour maximum provided for in this MOU.

b) An employee's decision to elect compensatory time instead of overtime is irrevocable (Not withstanding #d).

c) Employees may cash out their compensatory time twice a year during the months of April and October.

d) Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

e) Employees may submit a request to the Chief of Police to increase the hours of compensatory time that may be carried on the books in excess of 144 hours at any given time. The request may only be made to address extenuating circumstances and will be evaluated on a case by case basis. The decision to grant to deny said requests is at the sole discretion of the Chief of Police.

2.10 Communications Center Staffing - When staffing shortages occur in the Communications Center due to unforeseen or exigent circumstances, Dispatcher/Jailers shall be called back to work under the following guidelines. Staffing shortages shall be determined by the number of fully-trained personnel actually on duty in conjunction with the amount and type of work actually needed or logically anticipated on any given watch.

a) Personnel shall be called for duty by or at the direction of the Watch Commander responsible for the hours of duty to be worked. The three (3) hour minimum call back time, as per this MOU, shall apply.

1) Personnel by Watch
The first option to work overtime shall be given to other Dispatchers/Jailers assigned to the watch suffering the shortage who are on scheduled days off.

2) Seniority
The second option to work overtime shall be given to Dispatcher/Jailers assigned in the Communication Center on scheduled days off by seniority.

b) Any Dispatcher working an overtime shift must be able to perform all duties of dispatch and jail procedures, with the exception of a dispatcher on light duty. The purpose of this is to eliminate personnel in a training status or an unqualified person from working overtime shifts.

c) A current seniority list shall be maintained in the Communication Center with an updated work schedule maintained by the Services Division Supervisor and Patrol Watch Commander(s). Dispatch will be responsible for call in/call backs at the Watch Commander's direction. Failure by dispatch to follow this procedure will not subject the City to unwarranted overtime.

d) Vacations and Holidays - Vacation time shall not be canceled due to short-term staffing shortages unless conditions exist which require a total departmental call-out. Holidays shall be canceled in part or fully only as a last resort, but should it become necessary to cancel a scheduled holiday, the employee will be given at least twenty-four (24) hours notice of the cancellation. If such notice is not given, the employee will be paid at a rate of time and one half for the actual hours worked.

An employee who is on a first-pick schedule vacation will not be compelled to come to work on the vacation days or adjacent regular days off unless exigent circumstances exist. Staffing shortages will not be considered exigent circumstances for the purposes of this subsection only. Exigent circumstances would include, but not be limited to, natural disasters, riots, total department call-outs, etc.

e) Duties - Personnel called back for work shall perform all the regular duties required in a regular work day and shall appear in uniform.

ARTICLE III – BILINGUAL DISPATCHERS

3.1 Unit members who have demonstrated a proficiency in the Spanish language shall receive $200.00 per month. The City shall be the sole judge as to whether a member has the necessary proficiency. Effective the pay period in which December 31, 2013 falls, this incentive shall be reduced to $150 per month.

ARTICLE IV – INCENTIVE PAY

4.1 A $50 per month ($23.08 per pay period) incentive pay allowance shall be paid to members who are trained in a Post Certified Field Evidence Technician course and are on the call out roster for Field Evidence Technicians. Effective April 1, 2009, FET incentive pay shall be $150 per month. The Latent Print Examiner classification will receive the same incentive as FET.

Effective the first pay period following ratification and adoption, the dispatcher-jailer incentive of 2% shall be eliminated and in return 2% shall be added to the base pay of all employees so classified. The salary schedule in Exhibit A reflects the inclusion of this 2% incentive.

4.2 Effective the first pay period following ratification and adoption, employees who have either an AA degree or Intermediate POST certificate will receive $150 per month. Employees who have received a BA degree or Advanced POST certificate shall receive $225 per month. These amounts are not cumulative.

ARTICLE V – UNIFORM ALLOWANCE

5.1 The uniform allowance shall be $950 annually paid bi-weekly in conjunction with regular pay checks.

5.2 In the event of pregnancy, maternity uniforms shall be required. Jailers shall wear a navy blue maternity top with a navy blue or black maternity skirt or slacks; Community Services Officers shall wear similar garments of a blue color.

5.3 The City agrees to repair or replace both personal and City owned uniforms, equipment and property, except for jewelry, damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Repair or replacement costs shall not exceed reasonable cost. Receipts will be required prior to reimbursement.

ARTICLE VI - COURT APPEARANCES

6.1 An employee serving on jury duty is entitled to keep any monies paid them for jury duty.

6.2 If an employee has jury duty he/she shall not be scheduled to work eight (8) hours preceding or following jury duty at no cost to the employee.

6.3 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Police Chief or his designee must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE VII – ADDITIONAL COMPENSATION/LOYALTY PROGRAM

7.1 After completing ten years of service with the LPDA, employees shall receive an annual loyalty compensation amount of $1,500 in November of the year following completion of ten years of service and each year thereafter until completing 20 years of service with the LPDA. Employees who have completed 20 years of service with the LPDA will

receive an annual loyalty compensation amount of $3,000 on November of the year following completion of 20 full years of service and each year thereafter.

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

The incentive in this article is limited to employees hired prior to July 17, 2012.

ARTICLE VIII - SAFETY

8.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this. The City and the LPDA mutually agree that during the ensuing year at least two joint meetings will be held in order to develop a mutually satisfactory safety program.

CHAPTER 2 – LEAVES

ARTICLE IX - CATASTROPHE LEAVE

9.1 Catastrophic leave is available to employees in accordance with the City's current Catastrophic Leave Policy.

ARTICLE X - HOLIDAYS

10.1 Employees shall receive 11 holiday days. Hours earned per pay period are dependent upon their work schedule. Schedules and hours received annually are as follows:

a)	12 hour schedule	132 hours
b)	10 hour schedule	110 hours
c)	8 hour schedule	88 hours

Holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in one-hour increments during the calendar year.

10.2 Unused holiday leave may not be carried forward into the following calendar year but shall be paid off by the City at the employee's current straight time rate.

a) Notwithstanding the above, holiday hours accrued in calendar 2011 may be carried forward to 2012. Such hours cannot be cashed and must be used by June 30, 2012.

b) Notwithstanding the above, holiday hours accrued in calendar 2012 may be carried forward to 2013. Such hours cannot be cashed and must be used by June 30, 2013.

10.3 Employees hired after the first pay period of the year shall be credited with hours for each pay period remaining in the calendar year dependent upon the work schedule assigned. Schedule and hours received per pay period are as follows:

a)	12 hour schedule	5.07 hours per pay period
b)	10 hour schedule	4.23 hours per pay period
c)	8 hour schedule	3.38 hours per pay period

Employees separating after the first pay period of the year shall have their holiday balances reduced by a number of hours dependent upon work schedule assigned. Schedule and hours deducted per remaining pay period in the year are as follows:

a)	12 hour schedule	5.07 hours per pay period

b)	10 hour schedule	4.23 hours per pay period
c)	8 hour schedule	3.38 hours per pay period

If the employee does not have sufficient holiday hours remaining the difference in hours shall be reduced from other balances for which the employee would be paid.

ARTICLE XI - LEAVES OF ABSENCE

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

ARTICLE XII - SICK LEAVE

12.1 All employees shall accumulate sick leave based on shift worked. Schedule is as follows:

12 hour workday	5.54 hours per pay period
10 hour workday	4.62 hours per pay period
8 hour workday	3.70 hours per pay period

12.2 Sick leave may be accumulated up to an unlimited amount.

12.3 Family sick leave may be used to allow for the care of parents and children.

ARTICLE XIII - VACATION LEAVE

13.1 0 - 1 year - none. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation will be credited to the employee's account.

a)	1 through 5 years:	3.08 hours per pay period
b)	6 through 11 years:	4.62 hours per pay period
c)	12 through 14 years:	5.24 hours per pay period
d)	15 years and more:	6.16 hours per pay period

13.2 First choice vacation leave will be picked by seniority. Second choice vacation leave will be selected upon completion of first choice vacation leave. All vacation picks will be based upon seniority. However, if seniority is waived by an employee, the employee must wait until seniority list is exhausted prior to picking another vacation.

13.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the

employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

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

ARTICLE XIV - RESERVED

CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT

ARTICLE XV - DENTAL AND VISION INSURANCE

15.1 The City agrees to pay the full cost for employee dental premium and one-half the premium for dependent for the present dental plan.

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

15.3 The City reserves the right to select any dental or chiropractic carrier to administer the City's plan.

ARTICLE XVI – MEDICAL INSURANCE

16.1 All employees are offered medical insurance for themselves and dependents through CalPERS medical plans. City shall pay 100% of the premium for employee's family category (Family, Employee + 1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) effective January 1, 2013.

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

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

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

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

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

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

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

16.3 The City and LPDA agree if the Federal or State Government mandate changes in the present health care delivery systems the City and LPDA shall reopen the MOU to meet and confer on the issue of health care.

16.4 The City agrees to offer chiropractic plan equivalent to Landmark benefit.

16.5 The City will maintain a flexible spending account to conform to IRS regulations to be used for premium contributions, dependent care, and/or unreimbursed medical payments for unit members.

16.6 Only one family member may carry employee and dependent coverage of City sponsored medical insurance.

16.7 The City intends to propose a cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan.

The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.

ARTICLE XVII - LONG TERM DISABILITY

17.1 A long term disability program, which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% of an employee's salary in the event of disability. This program commences 60 days from the date of disability. In the event the illness or injury results from work-related duties not covered under Section 23.2, the program shall commence 30 days from the date of disability.

ARTICLE XVIII - LIFE INSURANCE COVERAGE

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

18.2 The City agrees to provide a life insurance program providing an additional $10,000 term life insurance for the employee. Said amount of insurance to reduce to $6,500 at age 70, and to decrease to $5,000 at age 75. In addition, a spouse shall be covered for $1,500 of life insurance, and dependent children between the ages of birth months and 24th birthday, and dependent disabled children shall be covered for $1,500 insurance.

ARTICLE XIX - DEFERRED COMPENSATION

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

19.2 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 XX - PERS

20.1 The City agrees to provide the following retirement program and options and to pay the employer's cost:

a) The 2.00% at 55 formula.

b) Final retirement compensation based one the average monthly pay during the highest 36 consecutive months of service.

c) 1957 Survivor Benefit.

d) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

e) The third level of 1959 survivor benefits.

f) 50% survivor continuation in the event of death after retirement.

g) Sick leave conversion.

20.2 By side letter agreement, employees will pay 4.35% of the employee share of retirement costs for the period of May 1, 2012 through July 8, 2012. Effective July 9, 2012, the City will pay the full employee share of retirement. Effective July 23, 2012, 3.0% of the employee share of retirement costs will be paid by the employee. Effective the pay period in which July 1, 2013 falls, the employee shall pay 6.0% of the employee share of retirement costs. Effective the pay period in which December 31, 2013 falls, the employee shall pay 7.0% of the employee share of retirement costs.

20.3 For employees hired after the execution date of the amended contract with CalPERS, the following retirement plan shall apply:

a) The 2.00% at 60 formula.

b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

c) 1957 Survivor Benefit.

d) Increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

e) The third level of 1959 survivor benefits.

f) 50% survivor continuation in the event of death after retirement.

g) Sick leave conversion.

Employee share of retirement costs shall be paid in accordance with Section 20.2 above.

20.4 If an employee of the City receives an enhanced retirement benefit during this contract, the contract shall be reopened for negotiating the same benefits.

ARTICLE XXI - SICK LEAVE CONVERSION

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

a) 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 premium for employee and dependent coverage for each day of unused sick leave as adjusted herein.

b) 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 1/2% to the 50% before converting the unused sick leave to months of insurance.

21.2 The City shall pay up to the City's liability for medical insurance premiums for retiree and dependent. Alternatively, the employee may, at his or her option, choose to have a cash reimbursement for sick leave at the rate of one-third (1/3) of base pay per hour. Sick leave hours will be converted on the same basis as in Section 21.1.

21.3 In accordance with the sick leave conversion provisions, a surviving dependent 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.

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

21.5 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 21.2.

21.6 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. 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 November 8, 2004. 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 21.1, the City will report they have zero hours of unused sick leave.

ARTICLE XXII - TUITION REIMBURSEMENT

22.1 Tuition reimbursement shall be available to employees as stated in the City's current Tuition Reimbursement policy.

22.2 The City shall allow LPDA members the option of using the funds referenced in section 22.1 for work-related training seminars, symposiums, etc., that are not reimbursable by the City. Up to $300.00 per fiscal year may be used for tuition reimbursement to obtain an AA degree. All training and time off for training must be approved in advance by the department head.

ARTICLE XXIII - WORKERS' COMPENSATION

23.1 The City and LPDA mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City will pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation will also receive compensation from the City in such an amount that when added to the Workers' Compensation payment will equal his or her regular salary. The amount paid by the City will, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

a) Bargaining unit members shall have the presumption afforded by Labor Code Section 3212.5 regarding pneumonia (but not heart trouble) and the presumption

afforded by Labor Code Section 3212.6 regarding tuberculosis. Moreover, bargaining unit members who can establish exposure to bodily fluids shall have the presumption afforded by Labor Code Section 3212.8 regarding blood borne infectious diseases and MRSA and Labor Code Section 3212.9 regarding meningitis.

23.2 In the event an employee is injured or otherwise becomes disabled:

a) By contact with a prisoner or member of the public in the course of employment or,

b) While performing evidence technician assignments.

The City shall supplement the Workers' Compensation payment to the extent that the employee shall receive his or her regular salary and benefits for up to one year. In the event an employee is deemed to be permanent and stationary in accordance with the Workers' Compensation system, they will be placed on the Long Term Disability (LTD) program.

23.3 For purposes of eligibility for LTD, application will be automatically entered on the date of injury.

23.4 The City supplement will end at the earliest of the following:

a) Permanent and stationary rating of employee.

b) Return to duty or physician's release.

CHAPTER 4 – ASSOCIATION/CITY ISSUES

ARTICLE XXIV - CITY RIGHTS

24.1 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:

a) decide the scope of service to be performed and the method of service

b) hire and/or otherwise determine the criteria and standards of selection for employment

c) fire, demote, suspend or otherwise discipline for just cause

d) transfer employees from location to location and from time to time

e) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason

f) re-hire employees

g) determine the allocation and content of job classification

h) formulate and/or amend job descriptions

i) to determine the need for overtime work subject only to contrary provisions of this MOU

j) merge, consolidate, expand, curtail or discontinue operation temporarily or permanently in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable

k) contract and/or subcontract any existing or future work

l) control the use of equipment and property by the City

m) determine the number, location and operation of headquarters, annexes, substations and or division thereof

n) expand, reduce, alter, combine, assign or cease any job

o) schedule and assign the work to the employees and determine the size and composition of the work force

p) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved serviced, maintenance procedures, materials, facilities and equipment

q) take whatever action may be necessary to carry out the mission and responsibility of the City and specifically the Police Department in unusual and/or emergency situations

r) formulate, amend , revise, and implement standard operating procedures, rules, and regulations regarding the operation of the Police Department

s) establish, amend, revise and implement any programs, and or procedures including an employee evaluation system

t) require employees to observe and obey the City's and Departmental policies, procedures, ordinances, resolutions, rules and regulations

However, the exercise by the City of the rights in the paragraph does not preclude employees of 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 XXV - CHANGES IN MEMORANDUM

25.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation, or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions

of the MOU would continue in full force and effect unless and until they were also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXVI - EMPLOYEE REPRESENTATION

26.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Police Dispatchers Association (hereinafter referred to as "LPDA").

a) The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 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 in this MOU. If the City intends to change a matter within the scope of representation under the Meyers-Millias-Brown Act (MMBA) which is not covered by this MOU, it shall notify the LPDA. If the LPDA wishes to negotiate over such a matter, it shall notify the City within twenty (20) work days of notice, and the parties shall commence negotiations within twenty (20) work days of the LPDA's notification. If the LPDA does not respond within twenty (20) work days of the City's notification, the City will have no further obligation to negotiate over the matter.

b) The terms and conditions of this MOU are applicable to all regular and probationary employees represented by LPDA. Those classifications are as follows:

- Community Services Officer
- Dispatcher/Jailer
- Lead Dispatcher/Jailer
- Dispatch Supervisor

26.2 Dues - The City shall grant dues deduction to City employees who are members of the LPDA 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."

a) Any dues check-off cancellation or modification notice shall first be forwarded to LPDA for notation and then returned to Payroll prior to any change in members dues check-off. In addition, any dues check-off cancellation or modification notice regarding the Police Officers' Association of Lodi (POAL) shall first be forwarded to POAL for notation and then returned to Payroll prior to any change in a members dues check-off to POAL.

b) The LPDA 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 LPDA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

c) Effective upon adoption of this Memorandum and for the purposes of the continued certification of LPDA as the recognized employee organization for this unit, employees in this unit who are or hereafter become members of LPDA shall maintain membership in good standing with LDPA for the life of this Memorandum, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days from the expiration of this Memorandum. Such withdrawal must be in writing and delivered to LPDA and the Finance Department within the prescribed time frame.

26.3 The City agrees to furnish LPDA with a written notice of the City's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of LPDA members, notwithstanding Article XXIV.

26.4 LPDA will have the right to use City Facilities for Association Business subject to advance notice and availability.

26.5 The City and LPDA agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the 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 any issue, the applicable document is controlling.

ARTICLE XXVII - EMPLOYEES RIGHTS

27.1 Individual bargaining unit members may donate from their vacation or holiday leave time up to eight 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 that additional members may be absent. Five days advance notice of use of time shall be given.

27.2 The City will provide affected employees with copies of personnel orders as soon as the personnel orders are issued. Personnel orders are defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

27.3 Any LPDA member who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action he/she will be afforded the following safeguards:

a) LPDA member will be informed prior to the interview if the City believes the LPDA member is a suspect in the investigation.

b) The LPDA member will be informed of the nature of the investigations and allegations and afforded the opportunity to consult with a LPDA representative prior to an interview. The LPDA member shall be allowed the right to have an LPDA representative present during the interview.

c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours except for emergencies or where interviews can be conducted by telephone. Section 27.3 a and b not withstanding.

d) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. No more than two interrogators may be present at any one time.

e) The employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities.

f) If the City tape records the interview, the member also has the right to tape the interview. If the interview is taped by either party that party must give notice of its intention.

g) Interviews and investigations shall be concluded with no unreasonable delay.

h) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

i) When the investigation results in Departmental charges being filed against the employee, the employee, upon request, will be furnished with a copy of the reports of the investigation which contain all known material facts of the matter, to include any tape recordings, at no cost. The employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

27.4 The performance of each LPDA member shall be evaluated annually. Performance evaluations shall be based on work performance related criteria.

a) When an employee is rated unsatisfactorily in any category, the supervisor shall state the reason(s) for such rating and shall, if practicable, suggest means of improvement.

b) After the evaluation is made, the employee shall be given a copy. Either the supervisor or employee may request to meet and discuss the evaluation.

27.5 Each employee shall, during normal business hours, have the right of access to his/her own personnel file. At the employee's request he/she shall be provided one copy of any document placed in the employee's file. LPDA members will be given a list of all personnel files held by the City and any department personnel used for promotion and disciplinary actions.

a) An employee shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained in the employee's personnel file. The City shall provide an opportunity for the employee to respond in writing to any information with which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

b) The only persons permitted to have access to the contents of an employee's personnel folder, excluding background investigation references from previous employers, are the employee, his/her designated representative having the employee's signed authorization, and persons authorized by the City.

c) Employees will receive a copy of all materials placed in his/her file. Materials placed in the employee's file which are written reprimands more than two (2) years old will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of misconduct as defined in the Department's Rules and Regulations.

d) Anything less than a written reprimand shall be purged from an employee's personnel file after an evaluation is given. Requests to purge personnel files are the responsibility of the individual involved.

27.7 All special assignments available to LPDA members shall be posted and shall invite letters of interest from LPDA members.

27.8 All special assignment positions shall be limited to three (3) to five (5) years and will begin and end at shift pick changes. Those assigned will report to the immediate supervisor that is in charge of the department. The Chief reserves the right to ask for letters of interest during shift pick changes during this time. If no applications of interest have been submitted for the position, the employee holding the position may be extended for a period of two more years after the third year. It is also mutually agreed that assignments to Property Clerk and/or Court Liaison positions are at the sole discretion of the City of Lodi. No employee has property rights to such assignments and waives any appeals for assignment, reassignment, or transfer from this agreement.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

28.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the LPDA and the City.

a) 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.

b) The term "day" means a working day, i.e. Monday through Friday excluding fixed City Hall holidays.

c) A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPDA involving the interpretation, application, or enforcement of the express terms of the Agreement and other terms and conditions of employment and matters of discipline which includes demotion, suspension, or discharge.

d) As used in this procedure, the term "party" means an employee, the LPDA, the City or the authorized representative of any party. The employee is entitled to representation through all the steps in the grievance procedure.

28.2 INFORMAL GRIEVANCE PROCEDURE

a) An employee, the LPDA, or their representative having an issue arising from employment in the municipal service shall seek adjustment of the issue initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the issue. Should the immediate supervisor be unable to make a satisfactory adjustment, or is a party to the issue, the employee, LPDA or their representative may seek adjustment through either verbal or written contact to the next higher level of supervision up to and including the Chief of Police who shall render a decision in writing within ten (10) working days of hearing the appeal. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

b) Should the employee, LPDA or their representative, progress through the above steps and find that the Department Head is unable to make a satisfactory adjustment within the timeframe given, or is a party to the issue, the employee, LPDA or his/her representative may seek adjustment through the formal grievance procedure. Any decision by the immediate supervisor hearing the grievance shall be a written decision rendered within ten (10) working days of hearing the appeal.

28.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

STEP A

Class action grievances are filed, in writing, with the City Manager and can only be made by the LPDA president or representative upon the authority of the LPDA. The City Manager shall investigate the grievance and shall respond in writing within ten working days. If satisfactory adjustment is not attained the employee or his/her representative may proceed to Step B within ten (10) working days.

STEP B

The employee or his/her representative shall file an appeal of the City Manager's decision to the City Clerk. Within 15 days of the receipt of the appeal, the City Clerk shall begin the process of establishing a list of eligibles for a Personnel Board of Review. The Personnel Board of Review shall hold a public hearing, unless the grievant desires a closed hearing, within thirty working days of the filing of the appeal with the City Clerk. The Personnel Board of Review has no power to add, subtract from or

modify the terms or conditions of this MOU; nor, do they have any power to add a greater form of disciplinary action than that which was originally grieved. Within 15 days after the hearing of the Personnel Board of Review they shall submit a written statement of findings and directions to the City Manager, the employee, and the LPDA. The directions of the board shall be binding on all parties to the MOU.

The Personnel Board of Review shall be constituted as follows:

1) Both the LPDA and the City will select a representative to serve on the three-member board. The only qualifications needed to serve on the board shall be that they are registered voters of the City, not presently or formerly elected officials or employees of the City, or are related to a present or former elected official or employee of the City.

2) The City Clerk shall submit the names of seven persons applying for positions to the Personnel Board of Review to both parties. The criteria of qualifications are the same as in Step One. If there are not seven persons from the list each party may select from the available names or ask the City Clerk to post for a vacancy(ies). If there are more than seven names, seven names will be drawn by lot which shall be witnessed by the parties chosen in Step One.

3) The two persons selected in Step One shall select a third member from the list, either by agreement, lot, striking names, or any other means the two can agree upon.

28.4 Any employee shall have the right to appeal letters of reprimand and suspensions of three (3) days or less 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.

28.5 FAILURE TO MEET TIME REQUIREMENTS

Failure by either party to meet any of the aforementioned time limits shall result in the following action:

Failure by an employee to take the initial grievance action within the twenty working days given in the Informal Grievance Procedure will result in forfeiture of the grievance. Failure of management to meet any of the time limits set forth on any step in this grievance procedure will give the employee the right to automatically proceed to the next level of appeal. This action must be taken within ten working days of the last date of the time limit which management failed to meet.

ARTICLE XXIX - MUTUAL CONSENT CONTINGENCY

29.1 This Agreement may be amended any time during its life upon the mutual consent of the City and LPDA. Such amendment must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXX - NO STRIKES

30.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXXI - RESERVED

ARTICLE XXXII - PROBATION

32.1 All appointments to positions in the classified service shall be subject to a probationary period of 18 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

32.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

1) Vacation Leave - See Article XIII for the vacation leave schedule.
2) The use of the Grievance Procedure to grieve termination.
3) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The LPDA shall be notified of all extensions.
4) Probation shall be extended for the same time as any leaves of absence.

32.3 In the event an employee is promoted and is rejected by the appropriate department head, he shall be reinstated to the position from which he or she was promoted unless charges are filed and he or she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XXXIII - PROMOTION

33.1 The City and the LPDA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interests of the City.

ARTICLE XXXIV - SENIORITY

34.1 Seniority, for purposes of City employee benefits is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights

b) on duty with the National Guard

c) is absent due to industrial injury

d) on leave of absence, or

e) absent due to layoff for a period of less than twelve consecutive months

34.2 Seniority for purposes of shift selection, overtime, holiday selection and vacation leave shall be defined as total time in service as a member of the bargaining unit. Should a member of the unit leave membership for any reason and return to membership within 12 months, seniority shall be as if the member never left.

34.3 Seniority, as defined above, shall be the method utilized for shift selection and vacation leave.

34.4 In the event an employee completes training before another employee with the same or more City seniority for purposes specified in section 34.2, the employee completing training first would have seniority for purposes of shift selection.

ARTICLE XXXV - STATUS

35.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

a) A regular employee is defined as an employee who has 12 months or more seniority with the City in full-time employment, except as provided for in Article XXXII - Probation.

b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of 12 months of continuous full-time service with City, a probationary employee shall be given the status of a regular employee.

c) A temporary employee is an employee hired on a full-time basis to temporarily fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve continuous months.

ARTICLE XXXVI - TERM

36.1 All terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is May 1, 2012 through December 31, 2013.

36.2 The LPDA 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

Salary Effective July 23, 2012

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Community Service Officer-P.D.	109	3585.36	3764.63	3952.87	4150.51	4358.03
Dispatch Supervisor	129	4926.65	5172.99	5431.64	5703.22	5988.38
Dispatcher/Jailer	126	4080.08	4284.08	4498.29	4723.20	4959.36
Lead Dispatcher/Jailer	128	4284.05	4498.25	4723.16	4959.32	5207.28

CITY OF LODI
AND
LODI POLICE DISPATCHERS ASSOCIATION
2012-2013

Lodi Police Dispatchers Association:

Mark Salvo
Chief Negotiator

Date: 08/14/2012

Jeff Humphrey
Dispatcher/Jailer

Date: 8-18-12

Andrea Patterson
Dispatcher/Jailer

Date: 8-31-12

Reyes Gonzales, Jr
Dispatcher/Jailer

Date: 8-14-12

Jaime Worthen
Dispatcher/Jailer

Date: 08/15/12

City of Lodi:

Konradt Bartlam
City Manager

Date: 9-10-12

Jordan Ayers
Deputy City Manager

Date: 9/10/12

Steve Schwabauer
City Attorney

Date: 9/10/12

Janice Magdich
Deputy City Attorney

Date: 9/10/2012