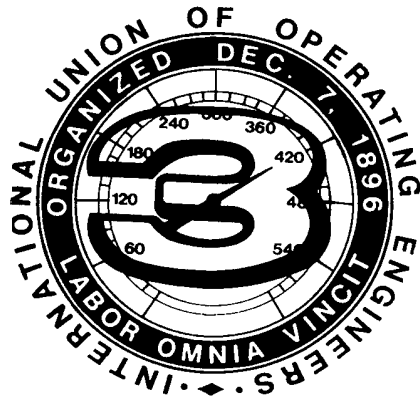


Memorandum of Understanding

07/01/2021 – 06/30/2024



Operating Engineers Local #3
on behalf of the
Livingston Police Officers' Association
and the
City of Livingston

Livingston Police Officers' Association
Memorandum Of Understanding

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MEMORANDUM OF UNDERSTANDING

SECTION 1. TERMS OF AGREEMENT

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the Livingston Police Officers' Association bargaining unit for the period beginning July 1, 2021 and ending June 30, 2024. The City may unilaterally open this agreement in the event a financial disaster results in a significant loss of revenue to the City.

Ninety (90) days prior to the termination of this Memorandum, the Union will notify the City if it wishes to modify the agreement. Failure to comply with the ninety (90) days' notice will not preclude commencement of negotiations. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This period of negotiations and until notice of termination of this agreement is provided to the other party.

SECTION 2. PURPOSE

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein, and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with state and federal law and city ordinances, rules, and regulations.

SECTION 3. RECOGNITION

- A. The City of Livingston (City) recognizes the Operating Engineers Local Union No. 3 (OE3), representing Livingston Police Officers' Association (LPOA), as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all regular City employees of the Police Department, who were in the classification of Police Officer, Corporal and dispatcher at the time this Understanding was entered into, but excluding all seasonal (those hired to work for a fixed period of time, which is less than one year), casual, supervisory of confidential employees, and all elected officials or officers of the City. This MOU, unless otherwise indicated, governs those Police Officers, Corporals and Dispatchers in this bargaining unit which is comprised of:

- Animal Control Officer
- Corporal
- Dispatcher
- Evidence Technician/Special Project
- Police Officer
- Police Office Assistant II
- Police Records Assistant
- Public Services Officer

The classification or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be used by the City.

Conflict of Memorandum and Resolution: It is understood and agreed that there exists within the City Personnel Rules and Regulations per Resolution No. 87-30.

SECTION 4. UNION SECURITY

At the time a new employee is hired who will be subject to this agreement, the City shall deliver to the employee a written notice stating the City shall deliver to the employee a written notice stating the City acknowledges the Union (OE3) as the recognized employee organization for the employees covered by this agreement.

All employees covered by this agreement, who are not already Union members, shall make application for membership within one (1) month following their date of employment or pay to the Union, each month through payroll deduction, a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues. The Union shall be responsible for enforcement for those employees who fail to comply with these requirements.

Any employee having an objection to the payment of Union dues or service fee shall, to comply with this section, show evidence of contribution of a like amount to a charity of his/her choice.

4.1 Dues Deduction

The Union may have the regular dues to its members within the representation unit, deducted from the employee's paycheck under procedures prescribe by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee.

4.2 Communications with Employees

The Union shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Union business.

4.3 Advance Notice

The Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

4.4 List of Unit Employees

The City shall furnish the Union with the names, classifications and date of hire of employees newly assigned to the unit and employees having leaving the unit.

SECTION 4(a) AB 119

A. Payroll deductions for the periodic membership dues, initiation fees and general assessments of the Union shall be made by the City on behalf of the Union from the paycheck of each employee whom the Union certifies has affirmatively consented to such dues deduction. The City shall remit the deducted membership dues to the officer(s) of the Union designated in writing by the Union.

B. The Union will maintain individual employee authorizations for payroll deductions, signed by the individual from whose wages the deduction is to be made. The City shall rely upon written notification from the Union for any employee requests to cancel, initiate or change payroll deductions for dues. The Union will obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Union.

C. Deduction notification will be provided to the City's Payroll Division. Change, cancellation and deduction requests received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.

D. The Union shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any threatened or actual claims, demands, lawsuits, or any other action arising from the operation of this Section and from the use of such monies by the Union.

SECTION 5. CITY RIGHTS/EMPLOYEE RESPONSIBILITIES

It is understood and agreed the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law.

The employer-employee relations create mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations, and this Memorandum is essential.

SECTION 6. NO DISCRIMINATION

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operations of the City. See Section 4.1 of Personnel Rules and Regulations.

SECTION 7. UNION REPRESENTATIVES/ASSOCIATION MEMBERS

7.1 Representatives

Designated Association Members shall obtain approval from their immediate supervisor or any supervisor if their immediate supervisor is not available, before leaving their duty assignment to resolve grievances.

This provision shall not be used to prevent association members from performing their duties or obligations set forth in this section; provided, however, the use of time for this purpose shall be reasonable.

Whenever an employee is required to meet with a supervisor and the employee reasonably believes the discussion may lead to a disciplinary action, the employee shall be entitled to a Union representative or association member for representation. In the event the employee desires the presence of a Union representative or

association member, the City will contact the representative to arrange a mutually acceptable time and day to hold the meeting.

By January 31 of each year, the Livingston Police Officer's Association shall notify the Chief of Police the names of two (2) association members who be designated for the above responsibilities.

7.2 Representative of the Union

The employer agrees accredited representatives of the Police Officer's Association shall have access to the premises of the employer at any time during working hours to conduct Union business. Said representative will notify the City Manager or the Chief of Police twenty-four (24) hours in advance whenever he/she is conducting employee business during working hours.

7.3 Access to Personnel Files

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file upon request. Nothing shall be placed in an employee's personnel file until he/she has seen it.

SECTION 8. SALARY/COMPENSATION

8.1 Salary Schedule

Both the LPOA and the City agree to use the Merced County CPI to determine any COLA's. Future COLA's will be subject to the meet and confer process annually only after the State of California had adopted its budget. Retroactivity for any adjustments will be negotiated each re-opener year.

8.2 Salary Plan Administration

See section 3 of Personnel Rules and Regulations

8.3 Salary Plan Administration, Advancement with Salary Range

See Section 3 of Personnel Rules and Regulations, except that advancement from Step 1 to Step 2 shall be made at six (6) months for those dispatchers on probation or employees as temporary employees on the date this contract is signed.

8.4 Salary Plan Administration, Salary Step After Promotion or Demotion

See Section 3 of Personnel Rules and Regulations, except that advancement from Step 1 to Step 2 shall be made at six (6) months for those dispatchers on probation or employees as temporary employees on the date this contract is signed.

8.5 Temporary Upgrading

An employee assigned by the Chief of Police to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) for all hours so worked at the higher classification, from the first hour worked provided, however, the rate paid shall not exceed the top step of the classification, nor be less than the first step of the classification.

8.6 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations

8.7 Increases During Term of this Memorandum of Understanding

For those employees within the bargaining unit, the Livingston Police Officers Association shall receive a base salary adjustment on such dates as listed below.

Effective July 1, 2021, 3% base salary adjustment.
Effective July 1, 2022, 3%% base salary adjustment.
Effective July 1, 2023, 3%% base salary adjustment.

Retroactive to July 1, 2021

Effective July 1, 2022, the base salary for the Officer Assistant II position will be adjusted by a 4% increase.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Livingston Police Officers Association unit a stipend totaling \$6,000 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. The stipend will be issued in two \$3,000 payments. The first \$3,000 stipend will be paid on the first pay period of December 2021 and the second \$3,000 stipend will be issued on the first pay period following the receipt of the second ARP allocation.

8.8 Salary Plan Administration, Gustine Dispatching Services

Effective upon the execution of this agreement, Dispatchers shall receive a four percent (4%) base salary increase during the duration of the Gustine Dispatching Contract.

This pay shall end if the City ceases providing dispatch services to the City of Gustine.

8.9 Shift Pay Differential

For those employees within the bargaining unit, the Livingston Police Officers Association shall receive a shift pay differential as follows below.

Graveyard – shall receive an extra \$.50 cents per hour for each hour worked on Graveyard shift.

8.10 Pay Separation

Effective July 1, 2018 there will be a five (5%) differential pay between Step E Police Officer and Step A Corporal.

Retroactive two (2) months only.

SECTION 9. PROBATION PERIOD

All employees of the City of Livingston Police Department shall have a probation period of 18 months. See Section 5.5 of Personnel Rules and Regulations.

9.1 In-House Promotions

A probation period of one (1) year will be implemented for all In-House promotions.

SECTION 10. SENIORITY

Seniority is hereby defined as the employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided herein.

Continuous service used in the above paragraph hereof means an employee's total continuous length of service with the City since his/her last date of hire without break or interruption; provided that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this article.

After an employee satisfactorily completes his/her initial probationary period of employment with the City, his/her seniority shall be effective from the date on which the employee was hired.

A list of employees arranged in order of their seniority as defined herein, shall be maintained and made available for examination by employees; provided the seniority list be revised and updated at the end of November each year. A copy of the same shall be transmitted to the Union and/or associations.

Where two or more employees were appointed on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date of filing such application which shall appear on the application form.

SECTION 11. TRANSFER, PROMOTION LIST

11.1 Transfer

See Section 3.10 of City Personnel Rules and Regulations

11.2 Promotion

See Section 5.4 of City Personnel Rules and Regulations

11.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

SECTION 12. EVALUATIONS AND JOB DESCRIPTIONS

12.1 Evaluations

See Section 8.1 of City Personnel Rules and Regulations

12.2 Job Descriptions

Job descriptions currently adopted will remain, but the City will meet and confer on any changes in the futures.

SECTION 13. REDUCTION IN FORCE (LAYOFFS)

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the Police Department. See Section 6.1 of City Personnel Rules and Regulations.

13.1 Order of Layoff

See Section 6.1 of City Personnel Rules and Regulations

13.2 Notice of Layoff

Before an employee is laid off, the employee and the Union shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of layoff.

13.3 Recall

See Section 6.2 of City Personnel Rules and Regulations

13.4 Outside Employment

See Section 14.1 of City Personnel Rules and Regulations

Off-duty employment will be approved subject to:

- (a) An absence of interference with the full and efficient performance of duty at all times.
- (b) The absence of a demonstrative conflict of interest between outside employment and City employment.
- (c) Outside employment must be covered by State Workers' Compensation Insurance of a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- (d) Outside employment will not create any liability against the City of Livingston.

SECTION 14. RESIGNATION AND REINSTATEMENT

14.1 Resignation

See Section 7.1 of City Personnel Rules and Regulations

14.2 Reinstatement

A permanent employee who has resigned in good standing shall be allowed to reapply for a vacant position, but will be required to participate in an oral interview process if there is one.

SECTION 15. HOURS OF WORK, OVERTIME, PREMIUM PAY

15.1 4-10 Work Schedule

The following members represented by the Association will be assigned to work a 4/10 work schedule.

**Police Dispatcher
Police Officer
Officer Assistant II**

**Police Corporal
Police Investigator**

5-8 Work Schedule

Animal Control Officer

15.1(a) Workweek

All members, excluding Animal Control Officer, as described in Section 15.1 will be assigned to a 4/10 work schedule based on a 4 days on and 3 days off work plan. The Department will make every effort to implement the designated schedule change on the first of the month. Based on a four month rotation, shift change will occur on the following dates; April 1st, August 1st, and December 1st of each year for dispatch, and March 1st, July 1st, and November 1st of each year of each year for all other positions. The rotation schedule does not include the Police Investigator, School Resource Officer as the position is a specialized assignment. The Animal Control Officer will work Monday to Friday from 0800-1600 hours.

15.1(b) Work Hours

The Department will maintain the option of hours of work for each assigned shift. These hours may change as required to meet the needs of the Department and the City. No hour change will be made for shifts prior to a new shift schedule being posted for sign up. This will allow for the Department to adjust to season and crime statistics throughout the year.

15.1 (c) Shift Selections

Police Officer and Corporal

Individual shift selection will be based on seniority with the following guidelines;

1. Shift selection schedule will be posted along with a current seniority list 30 days prior to shift change.
2. The posted schedule will be blank other than the designated positions to be filled (i.e. Corporal, Police Officer).
3. The Department will maintain the selection of days off and number of personnel assigned to each shift.
4. Selection process will start with the most senior officer within each of the above positions.
5. An officer will have two (2) working days to make their selection. After that if a selection has not been made, they will drop down a position and the next senior officer will make their selection.
6. Special Assignments (Investigations, SRO, Temporary Duty) will not be included in the seniority sign up for shift assignment. Shift assignment for these positions will be at the option of the Police Lieutenant.

Dispatcher

1. Shift selection schedule will be posted along with a current seniority list 30 days prior to shift change.
2. The posted schedule will be blank other than designated shifts to be filled.
3. The department will maintain the selection of days off and number of personnel assigned to each shift.
4. Selection process will start with the most senior dispatcher.
5. The dispatcher will have two (2) working days to make their selection. After that if a selection has not been made, they will drop down a position and the next senior dispatcher will make their selection.
6. The department retains the right, within a 30 day notice, to adjust specific shifts to accommodate the training of new dispatchers to be trained on all shifts. The adjustment will only be implemented during the duration of the trainee's scheduled time on that specific shift.

15.1(d) Implementation of 5/8 Work Schedule

In the event staffing level falls below twelve (12) sworn officers the Department will revert back to a temporary 5/8 work schedule. The Department will transfer special assignment personnel to fill open patrol positions as required.

The Department will give a minimum of seven (7) days notification prior to implementing a 5/8 work schedule. Sworn officers will not include administrative staff, and each must be cleared from field training and assigned to a working shift.

When the Department reaches a staffing level of twelve (12) or more sworn officers and each is cleared from the Department FTO program the 4/10 schedule will be immediately reinstated with a minimum of seven (7) days notification.

Nothing herein shall prevent the Department from making temporary schedule changes to address bona fide emergencies that may arise during the term of this agreement. An "emergency" is an unanticipated or unforeseen event or occurrence beyond the control of the City or the Police Department which required prompt and immediate law enforcement response to prevent injury or damage to life, person, or property.

In the event that staffing level falls below five (5) full time dispatchers, the Department will have the option to implement a modified schedule on a temporary basis.

15.2 Attendance

If any employee knows in advance he/she is going to be late, he/she must contact a designated shift supervisor and explain the reason for tardiness and what time he/she expects to arrive. If an employee is to be absent he/she must call or discuss the reason beforehand with the designated shift supervisor. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift.

15.3 Overtime/CTO

Authorized work performed in excess of forty (40) hours in a regular work schedule in one (1) week, shall constitute overtime. Association members may choose between CTO and paid overtime when they are required to work overtime. Paid overtime will be compensated at one and one-half the employee's regular hourly rate of pay except as otherwise designated by the Chief of Police. Association members will be allowed to accumulate a maximum of eighty (80) hours of CTO earned at a rate of 1.5 times actual overtime worked.

15.4 Court Pay

Any employee who shall be called as a witness arising out of and in the course of his/her employment during his/her normal working hours shall be deemed to be on duty. A minimum court time of three (3) hours per call at time and one-half will be paid for court appearances only on all non-duty hours.

Those members of the LPOA who are placed on-call for court, shall receive two (2) hours of overtime, in compensatory time for the duration of the on-call status.

15.5 Training/Informational Meetings

Necessary training and/or informational meetings may be scheduled by the Chief of Police and/or his designated Command Officer. The meetings are to ensure all employees the necessary knowledge so he/she may fulfill the needs of his/her position more professionally. An employee will receive overtime for attendance at all required training meetings, but not including pre-shift briefings. Furthermore, training shall consist of twenty-four (24) hours per Police Officer per year of Police Officers Standard and Training (P.O.S.T.) reimbursable curriculum.

Dispatchers shall attend a P.O.S.T. certified 120 hours Basic Dispatcher School as required by P.O.S.T. within one (1) year of date of hire. Dispatchers shall also receive at least twenty-four (24) hours of P.O.S.T. certified training every two (2) years as required by P.O.S.T.

15.6 Call-Back

Any employee "called out" or assigned to work during his/her normal time off shall be paid a minimum of one hour at time and one half. In the event an assignment is cancelled, call-out pay will not be paid if the employee is notified of cancellation twenty-four (24) hours prior to the assignment.

If an employee is required to and does report for work after employee is called back, he/she shall be paid travel time at the overtime rate in addition to the pay for the time worked. The amount of travel time will be the reasonable time it takes to travel from his/her home to wherever he/she is to report. He/she will be credited with the same amount of travel time to return home, except when the work for which he/she is called back continues until the beginning of his/her next regular scheduled shift, in such cases, travel time for returning home will not be allowed.

SECTION 16. INCENTIVE PAY

16.1 Education Incentive

Full-time employees who have at least three years of law enforcement experience and an Associate of Arts Degree in a law enforcement related field shall be eligible for a five percent (5%) pay increase above the employee's current pay step.

Associate of Arts Degree and Bachelors of Science Degrees in Business Administration, Public Administration, Criminal Justice and Administration of Justice shall be accepted to satisfy the degree requirement. Additional Degrees in computer technology would also be considered for the five percent (5%) pay increase mentioned above.

16.2 Tuition Incentive

Employees are urged to continue their in-service formal education. Upon the recommendation of the Chief of Police, the City Manager may authorize City payment for all or a portion of the cost of such education if the education and training is job related. Courses taken via online schools will be considered for reimbursement. Cost of education shall only include tuition, books, and supplies not to exceed \$75 expense to the City per semester.

16.3 Bilingual/Biliterate Incentive

The City will pay 5% of gross pay per year for those association members who are bilingual and the city will pay 5% of gross pay per year for those association members who are biliterate for a total possible pay increase of 10%. A Post Standard Test as agreed to by the Union and the City, will be developed to determine qualifications. If a recipient of the Bilingual Incentive Pay refuses to translate, bilingual pay will be terminated immediately.

16.4 Field Training Incentive (Dispatcher and Officer)

Any member assigned to this temporary position, will receive an additional 5% incentive during the time period they are actually training for.

16.5 Motorcycle Maintenance

An Officer assigned to motorcycle duty and assigned a department motorcycle shall receive eight (8) hours overtime pay, 8 hrs @ 1 ½ x) monthly for the cleaning and maintenance of the motorcycle.

Association members assigned to motorcycle duty shall receive the following safety equipment at City expense:

- a. Helmet
- b. Sun glasses
- c. Night glasses
- d. Boots
- e. Leather jacket
- f. Gloves
- g. One pair of riding pants annually

All above reference safety equipment shall remain the property of the City.

16.6 P.O.S.T. Certification

Association members, who obtain either an Intermediate or Advance Certification for the California Police Officers Standards and Training (P.O.S.T.), shall receive a five percent (5%) increase in salary. This salary increase shall not be in addition to salary adjustments associated with obtaining college degrees.

16.7 Deferred Compensation

Association members with five (5) years continued service as of April 1, 1998, shall be eligible to receive up to \$100.00 per month in deferred compensation provided by the City as a match to the level of deferred compensation contribution provided by individual Association Members. City match is limited to one (1) year.

16.8 Computer Purchase Program

Upon completion of probation, association members are eligible to participate in the City's employee computer purchase assistance program. Eligible purchases include, but are not limited to: computers, monitors, printers, lap tops, and mobile computers to include tablet computers such as IPADs.

16.9 Special Pay

Corporals and Narcotics Officers shall receive a two percent (2%) salary increase during their designation/assignment.

Detectives only shall receive a 4% base salary increase during their designation/assignment.

SECTION 17. HOLIDAYS

17.1 Holiday Pay

Association members in lieu of observing holidays will be compensated in cash payout per holiday. Presently there are twelve (12) holidays per year. Association members shall be compensated at straight time for each holiday. Association members shall receive a separate check in July of each year for the total number of hours represented by the total number of holidays, to reflect employee's current shift.

Should a member leave the City's employment during the year, the members final paycheck will reflect a reimbursement to the City for those holiday hours not earned.

The above, Section #17.1, does not apply to the following positions: Public Assistant, Records Clerk, Police Services Officer and Animal Control Officer. These positions will be observing the authorized holidays and therefore will be compensated as a day off.

17.2 Authorized Holidays

- a. Day before New Years
- b. New Year's Day – January 1st
- c. Martin Luther King's Birthday
- d. President's Day
- e. Memorial Day – Last Monday in May
- f. Independence Day – July 4th
- g. Labor Day – First Monday in September
- h. Veteran's Day – November 11th
- i. Thanksgiving Day – Fourth Thursday in November
- j. Day after Thanksgiving
- k. Day before Christmas
- l. Christmas Day – December 25th
- m. Two (2) Floating Holidays

SECTION 18. VACATION

18.1 Vacation Leave

Annual vacation leave is to enable each eligible employee to return to his/her job mentally refreshed. The purpose of vacation is to insure the employee's continues efficiency by allowing periods of rest and relaxation. Therefore, vacation shall be taken in units of one week or more except the Chief of Police may allow an employee to take vacation in units of less than one (1) week when he deems it to be in the best interest of the City. Vacation shall only be allowed in increments of one (1) or more days.

Association members may sell back a maximum of 80 hours per year. Vacation sell back will take place two (2) times a year; once on June 1st and once on December 1st. Association members can sell back 40 hours (2x's) once in June and once in December, or he/she can sell back 80 hours (1x) during the year either in June or December.

The City shall pay to each employee all vacation hours accrued in excess of 240 hours on the next bi-weekly pay period.

18.2 Vacation Allowance

Employees covered by this Memorandum of Understanding shall be entitled to accrue vacation at the following rates:

Employees with less than two (2) years of employment shall be entitled to earn up to ten (10) days' vacation per year at the rate of .83 a day per completed month of service or pro-rata portion thereof. Employees with more than two (2) years' service and less than four (4) years of employment shall be entitled to earn up to fifteen (15) days of vacation per year at a rate of 1.25 days per completed month of service or pro-rata portion thereof. Employees with more than four (4) years of employment shall be entitled to earn up to twenty (20) days of vacation per year at a rate of 1.67 days per completed month of service or pro-rata portion thereof. Employees with more than fourteen (14) years shall be entitled to earn up to 25 days' vacation each year at a rate of 2.08 days per completed month of service or pro-rata portion thereof:

1 through 2 years	10 days
3 through 4 years	15 days
5 through 14 years	20 days
15 years or more	25 days

An employee is eligible for vacation only after completion of 18 months of continuous service. Employees who have completed the probationary period shall be credited with vacation time accrued from the original date of hire.

18.3 Longevity Incentive

Employees shall be eligible for additional weeks of vacation based on longevity.

The time shown shall be for one additional week in each of the mentioned years only: Completion of employee's 10th, 20th, 25th and 30th year.

10 th year	= 1 week for that year
20 th year	= 1 week for that year
25 th year	= 1 week for that year
30 th year	= 1 week for that year

18.3.1 Career Service Pay

Upon reaching such career milestones with the City of Livingston members of the Livingston Police Officers Association Unit will receive a one-time payment of as listed below at the end of such completed year of service.

5 years	\$100.00
10 years	\$200.00
15 years	\$300.00
20 years	\$400.00
25 years	\$500.00

18.4 Scheduling

The employee shall request in writing his/her preferred dates of vacation at least sixty (60) days in advance to the Chief of Police or his designated Command Officer.

The Chief of Police or his designee will respond back within ten (10) days. The Chief of Police may consider less time when it is in the best interest of the City. An employee who has given sixty (60) days' notice cannot be bumped from vacation on the basis of another employee's seniority.

18.5 Pay Upon Termination

Any employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

SECTION 19. LEAVE PROVISIONS

16.10 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of eight (8) hours per month. The taking of sick leave shall commence upon the completion on one month employment.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year. The maximum accrual rate of sick leave for any employee will be 2880 hours. (This is the equal to 30 years times 96 hours).

Upon resignation, an employee shall receive 50% of all unused sick leave converted into cash.

Upon retirement after June 30, 2002, each employee shall have 100% of their unused sick leave cashed out or placed into a special account for the sick leave conversion plan benefit for retiree health. (Refer to Section 20.4 – Post Retirement Benefits for explanation of the Sick Leave Conversion Plan).

An employee may be required to submit a Physicians slip for any sick leave used immediately after using three (3) consecutive days of sick leave.

The Department Head may contact and counsel a specific employee, if it appears the usage of sick leave is improper.

In the event Worker's Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

16.11 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of an in the course of City employment, as defined by the Worker's Compensation laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to the maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Council for a total period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Worker's Compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Worker's Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 19, Sick Leave, and no Sick Leave benefits may be used for the purposes specified under this Subsection 19.2 Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days in any one (1) year.

16.12 Long Term Disability

Employees covered under this MOU will be covered under the City of Livingston's Long Term Disability Plan, paid for by the City.

16.13 American Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The association recognized the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA Act shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the

Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss options to disregarding the Agreement. However, as the City has a legal obligation to undertake required accommodations, such action shall not be subject to bargaining with the Association, unless required by statute of controlling court decision.

16.14 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 work hours due to the death of a member of Employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee. Time off for funerals or bereavement leave must be taken within time of service of the immediate family member.

16.15 Leave of Absence

Upon written request, a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid for by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Chief of Police and approved by the City Manager.

A request for a leave of absence without pay shall be made in writing to the Chief of Police stating the reasons for such request. For leaves of absence in excess of five (5) days, the Chief of Police shall submit the request with his/her recommendation to the City Manager.

All accumulated vacation time shall be exhausted prior to having been granted a leave of absence without pay. Any employee, who does not return to work on the subsequent work day after the date of expiration, shall be considered terminated.

The employee, while on authorized leave of absence, will not be eligible for accruing vacation and/or holidays, and will not be eligible for clothing allowance.

16.16 Maternity Leave

A pregnant employee holding a permanent position shall be entitled to a leave of absence for up to one hundred and twenty (120) days. This leave shall commence upon certification from the employee's attending physician she is no longer capable of performing the duties of her position.

Upon advice of her physician, the employee may request a temporary transfer to a less strenuous or hazardous position carrying the same or lower salary which she is

qualified to perform. However, nothing herein shall result in the displacement or transfer of other employees in permanent positions or the performance of unnecessary work.

Where it is the opinion of the Department Head, the employee should be placed on leave sooner than prescribed by her physician due to her inability to effectively or safely perform the duties of her regular position or of one to which the employee may be required to undergo examination by a second physician. The cost of this examination shall be paid by the City and shall be ordered without prior approval of the City Manager.

During the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head with the approval of the appointing authority may extend the leave for up to an additional thirty (30) days.

All approved Maternity Leave will be without pay. The employee, while on Maternity Leave, will not be eligible for clothing allowance.

16.17 Military Leave

Any employee who is a member of a reserve force of the United States or the State of California, who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or State of California, shall be granted a leave of absence without pay during the period of such activity except for as provided by law.

SECTION 20. HEALTH AND WELFARE

20.1 Medical-Dental-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Livingston Police Officers Association, the City of Livingston will pay all premiums associated with the cost of providing dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial

condition of the City is such that it can afford to cover the cost of providing the benefits.

Effective July 1, 2021, the City of Livingston shall contribute the following amounts monthly toward the total premium for medical plans; the employee is responsible for the balance of the premium cost, if any.

Starting January 1, 2022, premium increases above the contribution caps below will be covered 60% employee and 40% City costs. The 60/40 premium increase split will continue for each year of the contract.

City Monthly Contribution Cap:

	Jul. 1, 2021	
	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 581.98	\$ 650.16
Employee + One	\$1163.96	\$1300.31
Family	\$1543.17	\$1720.41

Bargaining unit members who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive \$400 per month. Any Federal/State laws/policies/guidelines conflicting with this incentive program should supersede this section of the MOU and incentive may be subject to termination.

20.2 Medical Examinations

The City, at its option, may require a physical examination of each employee upon his/her entry into the Police Department and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be normally held on the anniversary date of an employee's entry into the Police Department. Standards of each examination shall be the same for all employees. Any expense in connection with the physical examination will be borne by the City; however, this is not to be considered as meaning the City will pay for the treatment of any physical ailments which may be discovered by such examination. Medical examinations will be performed at a location selected by the City.

20.3 Retirement

The benefit contract in effect between the City of Livingston and the Public Employee's Retirement System (PERS) in behalf of eligible permanent full-time employees of this unit as of July 1, 1989 shall be continued during the term of this Memorandum of Understanding.

The City will contribute the employee's seven percent (7%) payment to PERS. The payments made by the City on behalf of the employee will remain in the employee's account and may be withdrawn by the employee at such time as the employee terminates from participation in PERS or retires. However, money contributed by the city on behalf of the employee will be considered taxable income during the year in which it is withdrawn. The city will furnish all employees an annual statement of the monies deposited in PERS on their behalf.

The City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

20.3.1 Effective upon execution of this agreement Livingston Police Officer Association, Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total 5%.

Effective July 1, 2019; Livingston Police Officer Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 6%.

Effective July 1, 2020; Livingston Police Officer Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 7%.

All employees hired on or after January 1, 2013, who are considered "new members" under the Public Employees Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, "new members" shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA. Accordingly, "new members" shall pay 50% of the normal costs of their pension benefit and the City shall not pay any of the required employee contribution for "new members."

20.4 Post-Retirement Benefits

For all employees employed by the City as of July 1, 1989 only, who retire from the City's employment under the Public Employee's Retirement system currently in effect (other than disability retirement), the City will continue to pay the premiums for health and dental care insurance coverage in an amount equal to the amount paid if the employee was still employed by the City.

For all employees employed by the City after July 1, 1989, who retire from the City's employment under the PERS currently in effect (other than disability retirement), shall be eligible for the City's Sick Leave Conversion Plan for Retiree Health.

20.5 Sick Leave Conversion Plan

Eligible employees shall have unused sick leave credits (accumulated hours) converted to a cash equivalent value for the purpose of continued payment by the City of the premium for either both the health and dental insurance plans provided by the City for active employees and their dependents, regardless of the retirement option exercised, provided that:

- a. the employee has been covered under an insurance program of the type selected for payment (health or dental or both) provided by the City during the year immediately preceding such retirement; and
- b. the employee has been eligible to accumulate unused sick leave credits (hours); and
- c. the employee has not attained eligibility age for Medicare Benefits; and
- d. the employee has attained the minimum retirement age of the retirement plan relating to the employee's classification and is eligible for a monthly retirement allowance at the time severance is made from employment with the City, except when an employee is retired on either ordinary or service connected disability retirement pending regardless of whether said application is filed by the employee or by the City on the employee's behalf.
- e. The cash equivalent value of accumulated unused sick leave shall be determined on the basis of the hourly rate of pay earned by the employee immediately prior to the employee's retirement multiplied by the number of hours of such unused sick leave.

The credits (hours) of any employee for accumulated unused sick leave as determined according to the provisions herein shall be depleted each month by the amount of the City's contribution on behalf of said retired employee and the employee's eligible dependents, or in the case of an employee who is on a leave of absence pending the approval of an application for ordinary or service-connected disability retirement which has been filed by the employee or the City on behalf of the employee, in payment of the premium for the health and dental insurance plans provided for active employees of the City and their eligible dependents. The City's payment, on behalf of such employee, of such premium for the health and dental insurance plans shall cease at the end of the month immediately preceding the employee becoming eligible for Medicare, or at such time as the remaining cash equivalent value of the employee's accumulated sick leave is insufficient to equal a full month's premium, or at death of the employee, or at the disapproval of the employee's application for ordinary or service-connected disability retirement; and

- f. Any retired employee, or in the case of any employee who is on a leave of absence pending the approval of an application for ordinary or service-connected disability retirement which has been filed by the employee or the City on behalf of the employee, whose cash equivalent value for accumulated unused sick leave is depleted prior to the said employee becoming eligible for Medicare may, at the employee's election, submit to the City the required

monthly premium for transmittal to the insurance carriers providing the coverage for the health and dental insurance plans, and thereby continue in full force and effect the said, health and dental insurance plans. The eligibility of dependents of any such employee shall be dependent upon the eligibility of the employee.

In the event the application for ordinary or service-connected disability retirement is disapproved, the employee shall not be entitled to receive unused sick leave credits (hours) for any day or portion thereof of unused sick leave which the employee designated and used for purposes of health and dental insurance premium payments.

- g. Immediately prior to or at the time of retirement, an employee shall designate:

The amount, if any, of his/her unused sick leave credit which shall be converted to a cash equivalent value for purposes of health and dental insurance premium payments as provided and explained in the previous sections. However, the employee may elect the City to convert either 30%, 50% or 100% of the equivalent value for purposes of health and dental premium payments.

The City shall designate a 45 day period for open enrollment per year which the retiree may elect to change his/her initial choice to either 30%, 50% or 100% or may elect to freeze any payments.

Should the retired employee die before his/her designated beneficiary, his/her designated beneficiary shall receive the balance of the sick leave in a lump sum cash payment. If no beneficiary is designated, the City shall receive the balance. It is the responsibility of the employee to have a designated beneficiary. The designated beneficiary shall be the spouse or an eligible dependent under the terms of the current MOU.

Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave – Employees who retire at age 65 shall be eligible to have unused sick leave credits (hours) converted to a cash equivalent value for the purpose of payment by the City of the premium requirement for a health or dental program or both, to supplement Medicare benefits for the employee and his eligible spouse. In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits (hours). It shall be the responsibility of the employee to locate an appropriate insurance carrier.

20.6 Death Benefits

City shall provide death benefits coverage for eligible individual employee under this bargaining group for up to \$200,000.

SECTION 21. SAFETY

21.1 Observance of Safety Rules and Regulations

Both the City and the Union shall expend every effort to ensure work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations. Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect any subsequent rules and regulations that may be adopted. Employees further agree they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to, an accident shall give full and truthful testimony as to same.

21.2 Safety Equipment

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at no cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations. Baseball caps are permitted as part of the employees' uniforms except for Class A uniform guidelines.

All special police equipment required for use by employees as determined by the Chief of Police will be furnished without charge. Each employee will be responsible for proper care of such equipment and will be required to replace such equipment in case of loss or negligent destruction of same.

21.3 Uniforms and Protective Clothing

Effective upon execution of this agreement, all employees shall receive a \$900 uniform allowance per calendar year, paid quarterly. This increase is in exchange for the elimination of the dry cleaning reimbursements formerly provided by the city. Employees will be responsible for care and up keep of uniforms. (No boot allowance)

21.3.1 All members will be allowed to wear beards as long as they are well groomed and maintained.

Sworn and non-sworn department members are permitted to wear goatees with mustaches or beards that are maintained at a length and pattern so as not to detract from the professional image employees of the Livingston Police Department shall maintain.

Facial hair should be neatly trimmed and maintained at a length not to exceed 1 inch. Beards must be trimmed above and below and shall not be permitted below the Adam's apple or on the neck. Uniformed officers shall not be permitted to wear facial hair with less than five days growth. Any facial hair other than that defined as a goatee with mustache or beard, such as a goat patch, soul patch, chinstrap beard, goatee without mustache, mutton chops, Balbo, chin curtain, van dyke beard, or chin puff, are strictly prohibited.

Sworn personnel working in undercover assignments, or specialized assignments requiring facial hair not otherwise authorized by this policy, shall be exempt from the restrictions at the discretion of the Chief of Police or his/her designee.

Beards and goatees are PROHIBITED while wearing a Livingston Police Department Class A uniform. Mustaches are allowed while in Class A uniforms as long as they are clean and neatly trimmed. The mustache may not extend lower than the bottom of the corner of the mouth, also referred to as the oral commissures. Facial hair as it is defined above is allowed at any time while wearing any other Livingston Police Department approved uniform. The Chief of Police or his/her designee will be the final authority with regards to what is deemed appropriate.

SECTION 22. POLICE OFFICERS' BILL OF RIGHTS

The Police Officers' Bill of Rights shall be incorporated into this agreement by reference and shall apply only to sworn Police Officers.

SECTION 23. DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations

SECTION 24. WORK RULES

24.1 Compliance

It is the employee's responsibility to comply with all work rules approved by the Chief of Police.

SECTION 25. GRIEVANCE PROCEDURE

See Section 10 of the City's Personnel Rules and Regulations

SECTION 26. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Union, Resolutions and Ordinances which are in conflict with this agreement.

SECTION 27. RESOLUTION OF IMPASSE

See Section 11.16 of the City's Personnel Rules and Regulations

SECTION 28. SEPARABILITY OF PROVISIONS

Should any section, clause or provision of this Memorandum of Understanding be declared illegal and unenforceable by final judgment of a Court or Competent Jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions rendered or declared illegal.

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2021.

City of Livingston - Employer

Operating Engineers Local Union No. 3 of
The International Union of Operating
Engineers.

By: _____
Vanessa L Portillo, Interim City Manager

By: _____
Kristen Hill, OE3 Member

Date

Date

For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO

Dan Reding
Business Manager

Date

Steve Ingersoll
President

Date

Justin Diston
Vice-President

Date

James K. Sullivan
Recording-Corresponding Secretary

Date

Tim Neep
Director, Public Employee Division

Date

Darren Semore
Business Representative

Date