

**CITY OF LIVINGSTON
PROPOSED TERMS AND CONDITIONS
OF EMPLOYMENT FOR
SUPERVISORY EMPLOYEES ASSOCIATION**

July 1, 2021 – June 30, 2024

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SECTION 1. RECOGNITION

1.1 Employee Recognition

It is recognized that within the various departments of the City, there are employees that are classified as Supervisory Employees. It is further recognized that due to the diversity of the job descriptions within the Supervisory classifications, the employees who are presently labeled as Supervisory need further descriptive terminology, so that they shall be classified appropriately.

The classification of the Supervisory Employees shall include the following:

Police Captain
Police Lieutenant
Police Sergeant

1.2 Association Recognition

It is understood that within Supervisory classifications there are employees who have the intent of forming a recognized Employee Association pursuant to the City's Personnel Rules and Regulations. It is further understood that said employees shall comply to the above named Rules and Regulations. The procedure shall not be started until mutual agreement is established on the terms of this contract and both the City and the Supervisory employees, or their representative, have signed this document.

1.3 Dues Deduction

The Association may have the regular dues of its members within the representation unit deducted from the employees' paychecks under procedures prescribed by the City for such deductions. Dues deducted shall be made only upon signed authorization from the employee.

In the event that some form of Association security other than that provided above shall become permissive for public employees under competent enabling legislation, the parties shall then meet and confer with respect to the provisions of this subsection.

SECTION 2. CITY RIGHTS

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law. It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by resolution adopted by the City Council of the City of Livingston.

SECTION 3. EMPLOYEE RESPONSIBILITIES

The employer-employee relationship creates 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 4. EMPLOYEE RIGHTS/OFFICIAL REPRESENTATION

4.1 No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association. The Association agrees not to discriminate against any employee for non-membership in the Association. Association activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

4.2 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. Nothing shall be placed in an employee's personnel file until he/she has seen it.

4.3 Communication with Employees

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

4.4 Official Representation

The Association shall be entitled to two representatives for the employees, who shall restrict their activities to the handling of grievances, and shall be allowed a reasonable amount of time for this purpose. The City Manager will be notified in writing of the names of the persons so designated.

4.5 Advance Notice

The Association 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 and confer with the City Manager prior to adoption.

4.6 Employee Classification Inclusion/Exclusion

It is recognized that the employees that are within the Supervisory categories have different job classifications and functions. It is further recognized that each employee in his/her classification must comply with his/her assigned department rules, regulations and needs and, therefore, all items regulatory as well as beneficiary, do not and should not affect all employees the same. Because of the diversity, whenever there is a need to show separation of classification for proper and fair employee rights, the section in question shall show the classification inclusion or exclusion within the section.

SECTION 5. CONFLICT OF MEMORANDUM AND RESOLUTION

It is understood and agreed that there exists within the City, Personnel Rules and Regulations.

SECTION 6. SALARY PLAN

6.1 Salary Plan Administration - See Section 3 of Personnel Rules and Regulations.

6.2 Salary Plan Administration, Advancement Within Salary Range

See Section 3 of Personnel Rules and Regulations.

6.3 Salary Plan Administration, Salary Step After Promotion/Demotion

See Section 3 of Personnel Rules and Regulations.

6.4 Temporary Upgrading

An employee assigned by the City Manager or his/her designee to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) on the first day such duties began.

6.5 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations.

6.6 Increases During Term of this Memorandum of Understanding

There were no Cost of Living Adjustments (COLA) requested during this negotiation period.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Livingston Police Supervisory 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.

6.7 Salary Schedule Adjustments

- A) There will be a minimum of 5% increase from Police Corporal, pay Step E to Police Sergeant pay Step A.
- B) There will be a minimum of 5% increase from Police Corporal with Degree, pay Step E to Police Sergeant with Degree, pay Step A.
- C) There will be a minimum of 5% pay increase from Police Sergeant with Degree, pay Step E to Police Captain, pay step A.

Adjustments are retroactive to the effective day of the agreement, July 1, 2021.

SECTION 7. PROBATION PERIOD

Probationary period for eligible members in the Supervisory's Unit shall consist of twelve (12) months.

SECTION 8. SENIORITY

For eligible members of the Supervisory's Unit, seniority shall be based on "time in rank".

SECTION 9. TRANSFER AND PROMOTION LISTS

9.1 Transfer - See Section 3.10 of Personnel Rules and Regulations.

9.2 Promotion - See Sections 5.3 and 5.4 of Personnel Rules and Regulations.

9.3 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 10. EVALUATIONS AND JOB DESCRIPTIONS

10.1 Evaluations - See Section 8.1 of Personnel Rules and Regulations.

10.2 Job Descriptions

The City will meet and confer with the Unit in order to develop job descriptions to the classifications in this Unit if there are significant changes.

SECTION 11. LAYOFFS AND OUTSIDE EMPLOYMENT

11.1 Layoff

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

11.2 Order of Layoff - See Section 6.1 of Personnel Rules and Regulations.

11.3 Notice of Layoff

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

11.4 Recall - See Section 6.2 of Personnel Rules and Regulations.

11.5 Outside Employment - See Section 14.1 of 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 under State Workers' Compensation Insurance or 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.

11.6 Resignation - See Section 7.1 of Personnel Rules and Regulations.

11.7 Reinstatement

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

SECTION 12. HOURS OF WORK, OVERTIME, PREMIUM PAY

12.1 Work Schedule

Based on department's needs, all members 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 bi-annual six month rotation, shift change will occur on the following dates: March 1st and September 1st of each year.

12.2 Hours of Work

Hours of work shall be determined by the employee's Department Head according to the work load and the requirements of the employee's assigned department. All employees shall be scheduled to work on a regular work day and each work day shall have a regular starting and quitting time. The work week shall consist of 40 hours in any seven (7) day period, unless the employee's classification within his/her department necessitates the employee working a special shift.

12.3 Court-Stand-By

Association members will receive (2) hours of overtime or Compensatory Time Off, when requested for court stand-by status. Association members will receive a minimum of (3) hours over time or Compensatory Time Off, when appearing in court.

12.4 Breaks

Employees are entitled to two fifteen (15) minute breaks per work day. The breaks may be taken during the first four hours and second four hours of the work day. In addition, each employee is entitled to one (1) hour lunch break during his/her work day.

12.5 Attendance

Employees shall be required to contact their Department Head or his/her designee sixty (60) minutes in advance of being late and explain the reason for the 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 Department Head. 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 in the same state.

12.6 Training/Informational Meetings/Court Pay

Members of the Livingston Supervisory Employees Unit will be allowed one (1) POST approved training of their choice each year for professional development, based upon available coverage under patrol. On July 1, 2022 and 2023, City will review the training log for the Supervisory unit. If training has not been provided to employees, the employee will receive a \$500 stipend.

Necessary training and/or informational meetings may be scheduled by the employee's Department Head. The meetings are to ensure all employees obtain necessary knowledge so that he/she may fulfill the needs of his/her position. At the discretion of the Department Head, the meetings may be reimbursable by allowing Compensatory Time Off exchanged at the same rate of time spent at the meeting.

Employees required to attend Court 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. All time spent in Court pursuant to this section that is in excess of the employee's normal working time shall be reimbursed at the rate described in Section 12.2.

12.7 Mileage Allowance

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees. An exception to this would be if an employee attended a work oriented function that was reimbursable at a higher rate under another authority. An example of the above would be POST reimbursable conferences and training schools. Mileage allowance would not be reimbursable at any rate unless prior approval was given to the employee by his/her Department Head.

12.8 Clothing Allowance

Association members will receive \$500 per year in uniform allowance to be paid quarterly. When an Association member is required to wear the "Class B" uniform the

City will pay for sixteen (16) cleanings per quarter. A "cleaning" is defined as the cleaning of one set of shirt and pants. Cleaning of coats, sweaters, hats, etc. are defined as separate cleanings applied against an employee's quarterly cleaning allowance.

12.9 Overtime/CTO

Association members agree to eliminate Administrative Leave in exchange for Compensatory Time off (CTO) or overtime pay. Association members will be allowed to accumulate a maximum of 80 hours of CTO earned at a rate of 1.5 times actual overtime worked. Hours worked in excess of the 80 hours will be paid at a rate of 1.5 times actual overtime worked.

SECTION 13. INCENTIVE PAY

13.1 Education Incentive:

Full-time Supervisory Employees are urged to continue their in service formal education. Upon the recommendation of the employee's Department Head, the City Manager may authorize City reimbursement of 50% of the cost of such education if the education and training is job related in the discretion of the City Manager. Cost of education shall only include tuition, books and supplies, not to exceed \$300 expense to the City per year.

Members of this bargaining group shall receive a 5% salary adjustment upon completion of an Associate of Arts Degree.

Association member who obtain either an Intermediate or Advanced Certification from POST shall receive a 5% increase in salary. This salary increase shall not be in addition to salary adjustments associated with obtaining college degrees.

13.2 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 year.

13.3 Computer Purchase:

The City will implement an interest free loan to assist Association members with the purchase of personal computers and software as approved by the City.

13.4 Captain Pay In-Lieu:

As a budget balancing strategy, the City has opted to keep the Captain's position frozen (vacant) for Fiscal Year 2021/22. Duties from the vacant Captain position has been absorbed by the Police Chief and Sergeants. Starting July 1, 2021, the Sergeants will receive a \$3,000 stipend to recognize the additional duties assigned. During the term of this agreement, eligible employees in this unit will continue to receive the \$3,000 stipend, on the first pay period of the Fiscal Year, each year the Captain's position is held unfunded (not budgeted to be filled during the fiscal year).

SECTION 14. BILINGUAL PAY INCENTIVE

Based on Department's needs and upon Department Head or designee's approval, the City will pay \$650 per year, payable quarterly (\$75 per quarter) for bilingual skills. A test will be developed to determine the qualifications and will be mutually agreed upon by the City and the Supervisory Employees Association. If a recipient of the Bilingual Pay Incentive refuses to translate, bilingual pay will be terminated immediately.

SECTION 15. HOLIDAYS

15.1 Holiday Pay

Association members in lieu of observing holidays will be compensated per holiday, currently there are 12 official holidays. Association members will be compensated at straight time for each holiday, not to exceed eight (8) hours for any one-day. By August 1 of each calendar year, members will receive a separate check for the total number of hours represented by the total number of holidays. (12 holidays x 8 hours = 96 hours). Should a member leave the City's employ during the year, the members final paycheck will reflect a reimbursement to the City for those holidays that have not yet been reached.

15.2 Recognized Holidays

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day Before New Year's Day
- B. New Year's Day - January 1st
- C. Martin Luther King, Jr.'s Birthday – January 18th
- D. President's Day - Third Monday in February
- E. Memorial Day - Last Monday in May
- F. Independence Day - July 4th
- G. Labor Day - First Monday in September
- H. Veterans' Day - November 11th
- I. Thanksgiving Day - Fourth Thursday in November
- J. Day After Thanksgiving
- K. Day Before Christmas Day:
- L. Christmas Day - December 25th
- M. Two (2) Floating Holidays

15.3 *Holidays During Vacation

In the event any of the holidays specified in Subsection 15.2 occur while an employee is on vacation, the holiday shall not be charged to vacation.

* Some employees of this Unit may work the 6 & 3 schedule and will receive compensation for all authorized holidays as a normal part of the work schedule.

SECTION 16. VACATION

16.1 Vacation Leave

Notwithstanding the foregoing, employees who have accrued 240 hours of vacation, but are unable to take vacation because of the staffing needs of the Department, will have one year to use vacation hours over 240. If, at the end of that year, said employees are still unable to take vacation due to staffing needs, City will pay off all hours in excess of 240. If the employee makes no effort to take vacation during the year following his or her accumulation of 240 hours, and is unable to justify the failure to request vacation, the employee may lose said hours in excess of 240, at the discretion of the City Manager, said discretion not to be exercised arbitrarily. If any employee fails to utilize vacation hours over 240 within two years of his accumulation of 240 hours, he or she may lose the right to accumulate additional hours until he or she has reduced the vacation balance to 240, unless said failure to use vacation hours was due to the Department's refusal to allow said use.

16.2 Vacation Allowance

Vacation shall vest upon the first day of employment. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1 - 2 years	10 days
3 - 4 years	15 days
5-14 years	20 days
15 year on	25 days

Employee will have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

16.3 Scheduling/Police Employees

The Supervisory employee shall request in writing his preferred dates of vacation at least six (6) months in advance to the Chief of Police or his designee Command Officer. The times during the year at which time an employee may take his/her vacation shall be determined by the Chief of Police with the regards of the City. If the requirements of the City are such that an employee cannot take part or all of his/her vacation in a particular calendar year, such vacation shall be taken during the following calendar year or paid for at the discretion of the Chief of Police.

16.4 Pay Upon Termination

An 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.

16.5 Accrual

Employees may accrue a maximum of 240 hours of vacation allowance. Employees will not receive any compensation for vacation hours in excess of 240 hours unless employee has requested and has been refused a vacation 30 days prior to exceeding 240 hours accumulated vacation. If the employee has been refused a vacation, he/she must schedule a vacation as soon as working conditions will allow.

16.6 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:

- 10th yr = 1 week of vacation for that year
- 20th yr = 1 week of vacation for that year
- 25th yr = 1 week of vacation for that year
- 30th yr = 1 week of vacation for that year

16.7 Seniority

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

SECTION 17. LEAVE PROVISIONS

17.1 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit. Sick leave shall be paid at time of retirement at 100 to a maximum of 1560 hours. Any additional hours will be credited toward retirement.

When absence is for more than three (3) working days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reason for the absence. The City may request a physician's verification of illness before paying any sick leave.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year.

An employee shall be able to use sick leave with pay when illness of a member of the employee's immediate household necessitates such absence. Some verification of personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive holiday pay for such

holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee terminates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment.

The maximum accrual of sick leave for any employee will be 1560 hours, for purposes of cashing out only. An employee may accumulate sick leave hours in addition to 1560, for purposes of using said hours in the event of illness, but in no event will the City be responsible for cashing out an employee for hours in addition to 1560. Sick leave accumulated in excess of 1560 hours may be utilized for retirement credit. In the event that Workers' 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.

17.2 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of and in the course of employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled without a loss of compensation for the period of such disability to a maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Manager for a 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 benefits received as a result of Workers' 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 Workers' 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 16.1, Sick Leave, and no sick leave benefits may be used for the purposes specified under this Subsection 16.2, Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence. Employees shall not accrue vacation credit after they have been on Industrial Disability Leave for a total of thirty (30) days in one (1) year, unless the disability is incurred pursuant to the employee's job performance.

17.3 Limited Duty

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recovery or rehabilitation period.

17.4 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 hours (5) work days 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 of his/her designee. Time off for funeral or bereavement leave must be taken within time of service of the immediate family member.

17.5 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 by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended (not to exceed a total of 12 months) if recommended by the Department Head and approved by the City Manager.

A request for leave of absence without pay shall be made in writing to the Department Head stating the reasons for such request. For leaves of absences in excess of five (5) days, the Department Head shall submit the request with their recommendation to the City Manager.

All accumulated leave 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.

17.6 Maternity Leave

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

Upon the 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 that 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 she has been, or could otherwise be, temporarily transferred, 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 not be ordered without prior approval of the City Manager.

During the first six (6) weeks of any such leave, the employee shall be entitled to utilize accrued sick leave benefits on the same basis as other employees who are temporarily disabled due to a non-industrial illness or injury.

After 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 that 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.

17.7 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

17.8 State Disability Insurance

Employee shall pay full premium for State Disability Insurance.

SECTION 18. HEALTH AND WELFARE PLANS

18.1 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.

All employees covered by this Agreement shall be covered by a \$100,000.00 life insurance plan with premiums to be paid by the City.

Effective July 1, 2015, 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.

City Monthly Contribution Cap:

	July 1, 2015		July 1, 2016	
	<u>PPO</u>	<u>EPO</u>	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 506.98	\$ 575.16	\$ 531.98	\$ 600.16
Employee + One	\$1013.96	\$1150.31	\$1063.96	\$1200.31
Family	\$1318.17	\$1495.41	\$1393.17	\$1570.41
	July 1, 2017		Jan. 1, 2018	
	<u>PPO</u>	<u>EPO</u>	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 556.98	\$ 625.16	\$ 581.98	\$ 650.16
Employee + One	\$1113.96	\$1250.31	\$1163.96	\$1300.31
Family	\$1468.17	\$1645.41	\$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, or must be used in a deferred compensation plan of the employee's choice. 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.

18.2 Medical Examinations

The City, at its option, may require a physical examination of each employee upon his/her entry into employment and of each employee at least once a year during the term of this agreement. Annual physical examinations 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 that the City will pay for the treatment of any physical ailments which may be discovered by such examination. Examinations must be conducted at a location chosen by the City.

18.3 Retirement – Classic Members

The City will pay the cost of the employees' 7% contribution to PERS. The 7% employee contribution made in behalf of the employee by the City will remain in the

employee's account. The employee may remove the contribution made in his/her behalf by the City at such time as the employee terminates from PERS or retires. However, the portion of the employee's contribution made by the City in behalf of the employee will be taxable in the year they are removed from PERS. The City will notify each employee annually of the amount deposited in his or her behalf during the previous twelve (12) months.

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.)

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

Effective July 1, 2019; Livingston Police Supervisory Unit 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 Supervisory Unit Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 7%.

Retirement: - New Members

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."

18.4 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 Employees' Retirement System currently in effect other than disability retirement, the City will continue to pay the premiums for health and dental care coverage in an amount equal to the amount paid if the employee was still employed by the City.

In disability cases, dependent medical and dental coverage will continue until death of the

retired employee or until dependents no longer are qualified as dependents under the current medical and dental plan.

18.5 False Arrest Insurance/Police Supervisory Employees

The City will provide the Police Supervisory Employees with False Arrest Insurance in conjunction with the City's General Liability policies.

18.6 Long-Term Disability

City will provide each employee covered under this Memorandum of Understanding with Long-Term Disability coverage at the City's expense.

18.7 American with 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 that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Supervisory employees recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Supervisory employees will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA 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 provisions of the Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide Supervisory employees with written notice of its intent to disregard the provision, and will allow Supervisory employees 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 Supervisory employees.

SECTION 19. SAFETY

19.1 Observance of Safety Rules and Regulations/Public Service Employees

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted.

Employees further agree that 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, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he/she immediately notifies his/her supervisor of the condition(s):

1. He/she has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.
3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

19.2 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. 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.

The City agrees to purchase one (1) pair of Work Boots every two (2) years (\$200 value). Reimbursement will be made upon execution of this agreement. They will be worn as needed by the employees.

SECTION 20. DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations.

SECTION 21. GRIEVANCE PROCEDURE

See Section 10 of Personnel Rules and Regulations.

SECTION 22. MODIFICATION OF AGREEMENT

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Association unless a financial disaster results in a significant loss of revenue to the City which shall allow the City to open the contract unilaterally.

SECTION 23. NEW WORK

In the event the City introduces new work which the Association believes does not fall within any of the existing classifications, the City and the Association shall, upon written request, meet and confer with respect to the assignment or classification of such work.

SECTION 24. 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 Association, resolutions and ordinances which are in conflict with this agreement.

SECTION 25. RESOLUTION OF IMPASSE

See Section 11.16 of Personnel Rules and Regulations.

SECTION 26. SEPARABILITY OF PROVISIONS

Should any section, clause or provision of the Memorandum of Understanding be declared illegal and unenforceable by a final judgment of a Court of 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 this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions for the provisions rendered, or declared illegal.

SECTION 27 TERM OF MEMORANDUM

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the 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 of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the periods of negotiations and until Notice of Termination of this agreement is provided to the other party.

City of Livingston - Employer

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

By: Vanessa L. Portillo 12.13.21
Vanessa L. Portillo, Date
Interim City Manager

By: Raymond J. [Signature] 12-13-2021
Association Representative 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

12-09-2021
Date