

MASTER
MEMORANDUM OF UNDERSTANDING
on
WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

LIVERMORE POLICE OFFICERS ASSOCIATION
and
CITY OF LIVERMORE

TERM OF AGREEMENT
February 1, 2007 through January 31, 2010

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CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation, hereinafter referred to as "CITY", and the LIVERMORE POLICE OFFICERS ASSOCIATION, hereinafter referred to as "UNION", pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix "A" attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

Livermore Police Officers Association is the formally recognized employee organization for the Police Employees Unit. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing February 1, 2007, and ending January 31, 2010.

ARTICLE V. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Nothing in this article shall relieve the city of its obligation to meet and confer on the impact of the exercise of the city's rights when required by law to do so.

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

It is the intention of the parties that the terms and provisions of this Memorandum shall govern the issues, terms, and conditions contained herein. The Memorandum shall supersede any City policy, rule, resolution, or personnel practice which is in conflict with this Memorandum.

This Memorandum of Understanding shall supersede all existing Memorandums of Understanding between the City and the Union.

CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES

ARTICLE I. SALARIES

Effective for the pay period beginning February 19, 2007, salaries shall be set according to the classifications and to the salary ranges assigned to each of those classifications listed in Appendix A attached hereto, reflecting an increase of three and one half percent (3.5%). Simultaneously, a one time lump sum payment equal to three and one-half (3.5%) of the monthly base pay equal to the base pay in effect on February 4, 2007 will be paid for one (1) pay period reflecting salary payments due pursuant to this agreement.

Subsequent contract years will include the following adjustments:

- Pay period starting August 6, 2007 – 3.5%
- Pay period starting February 4, 2008 – 3.25%
- Pay period starting August 4, 2008 – 3.25%
- Pay period starting February 2, 2009 – 3.25%
- Pay period starting August 3, 2009 – 3.25%

The City and the Union hereby agree that salary surveys done in the course of negotiations will be based on total compensation to include: Top Step Salary, ER PERS, PERS EPMC, Medical, Vision, Dental, Life, LTD, Holiday Pay, Uniform Allowance, POST Pay, Educational Incentive Pay, Bilingual Pay, FTO Pay, Longevity Pay (MSA), Shift Differential, and Special Assignment Pays.

ARTICLE II. STEP INCREASES

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance as measured by specific performance standards and shall require recommendation of the Chief of Police and approval by the City Manager. Standards of performance shall become progressively higher as the employee advances through the salary range. In case of poor job performance, a step increase may be withheld. A decision to withhold a step increase shall not be subject to appeal or grievance.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of Chapter 2, Article II, an employee who has satisfactorily completed the length of service requirement, and who has received a satisfactory rating on a Performance Evaluation, shall receive salary step increases according to the following plan:

- Step B - after completion of thirteen (13) pay periods of satisfactory service at Step A.
- Step C - after completion of twenty-six (26) pay periods of satisfactory service at Step B.
- Step D - after completion of twenty-six (26) pay periods of satisfactory service at Step C.
- Step E - after completion of twenty-six (26) pay periods of satisfactory service at Step D.

Such salary step increases shall be effective on the first day of the pay period beginning after meeting the service and performance requirements.

For purposes of defining satisfactory service, leave of absences without pay and sick leave absences of more than 30 consecutive calendar days, shall not be counted toward satisfactory service.

ARTICLE III. PROMOTION

An employee who is promoted from one class to a class in a higher range shall be entitled to the step in the higher range which will result in a base salary increase of not less than one full step; the salary increase shall be equivalent to at least ten percent (10%) but not more than the maximum rate for that class. The effective date of the promotion shall be the new review date for the purpose of determining eligibility for step increases.

ARTICLE IV. OVERTIME

Authorization

All overtime worked must be approved in advance by the Chief of Police or designated representative; provided, however, that for emergency conditions the Chief of Police may approve exceptions to this procedure.

Definition

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA), subject to the provisions contained herein. The City and the POA re-affirm the 1986 agreement implementing Section 7K of the Act, establishing a 28-day FLSA work cycle.

In addition, overtime shall be paid for time worked in excess of a standard work shift or for time worked on a regularly scheduled day off. Such overtime shall be paid at the rate of one and one-half times the employee's straight hourly rate.

Compensatory time off may be taken in lieu of overtime payment in accordance with the provisions of the FLSA. Such time off shall be mutually agreeable to the employee and the Chief of Police, or designee, taking into consideration any emergency requirements for staff and services, and the availability of qualified substitute staff. Effective February 1, 2007, compensatory time off which accrues in excess of 150 hours must be liquidated by monetary payment.

ARTICLE V. CALL BACK/TELEPHONE PAY

If an employee is called back to work, he/she shall, upon reporting, receive a minimum of three (3) hours work, or if three (3) hours work is not furnished, a minimum of three (3) hours pay at time and one-half (1.5). This provision does not apply to instances in which the employee is called to report before his/her regular starting time and does work from the time of reporting to his/her regular starting time.

When an employee has completed the regularly assigned shift, is on a regular day off, or on paid leave, and is called by a superior officer, or anyone acting at the direction of a superior officer, the Chief of Police or designee, such employee shall receive compensation in the form of one quarter (.25) hour pay at the overtime rate of one and one half times (1.5) the employee's base hourly rate of pay.

Such pay shall not be required for telephone calls involving staffing availability, shift assignment, shift coverage or to employees assigned to standby status. Messages left on an employee's answering machine shall not qualify for payment unless the call is returned within one hour.

Further, such telephone pay shall not be required if the telephone call to the employee requires the employee to return to work resulting in the payment of call back pay.

ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION

Any employee who is required to appear in court in connection with an employee's usual official duties, or in connection with a case in which the City is a party during the hours other than the normal scheduled workday, shall receive a minimum of three (3) hours at his/her overtime rate.

Those employees required to so appear in court on their normal day off or who are assigned to and do work the Graveyard shift, shall receive a minimum of four (4) hours at his/her M.O.U. overtime rate.

In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at the M.O.U. overtime rate.

In the event an employee is required to appear in court pursuant to a subpoena and such appearance is cancelled within twenty-four (24) hours prior to the scheduled appearance, such employee shall receive two (2) hours pay at the overtime rate of one and one half times (1.5) the base hourly rate. In order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled.

ARTICLE VII. POST CERTIFICATION PAY

Police Officers, who have completed their initial probationary period as a peace officer with the City of Livermore and who receive a Regular Intermediate Certificate or a Regular Advanced Certificate issued by the California Commission on Peace Officers Standards and Training (POST), will be eligible to receive POST Certification Pay. An eligible employee shall receive such pay for either the Intermediate or Advanced Certificate, but not both.

The amount of Post Certification pay will be:

Amount Per Month	
<u>Intermediate</u>	<u>Advanced</u>
\$200.00	\$300.00

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate pay shall be the beginning of the first pay period commencing after the Human Resources Department has received a copy of the certified POST certificate application. Continued certificate pay is contingent upon the employee actually receiving the certification within eight months of the date the application was sent to POST. If the certificate is not issued by POST, then the employee will be required to pay back the certification pay in full to the City.

Police Sergeants are required to obtain a POST Supervisory Certificate as well as the Intermediate and Advanced Certificates. Effective February 1, 2007, a Police Sergeant possessing a POST Intermediate, Advanced and Supervisory certificate and who has sixty (60) college credits earned at a regionally or nationally accredited college or university shall receive certification pay in the amount of three hundred and fifty dollars (\$350) per month. The notification provision regarding POST certification in the above paragraph shall be applicable to a Police Sergeant. Additionally, to be eligible for this compensation, a Police Sergeant shall be required to provide the city with a copy of their college transcript documenting the earned college credits.

ARTICLE VIII. TUITION REIMBURSEMENT

Employees hired after July 1, 1980, and who have successfully completed their initial probationary period in a class covered by this agreement, shall be eligible to participate in the Tuition Reimbursement Plan. An eligible employee may be reimbursed for three fourths (75%) of the cost of tuition and books for educational courses related to the employee’s work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must submit the necessary forms and obtain the approval of the City Manager prior to enrolling in the course. The City Manager’s review and action on a request will follow the City Manager’s Administrative Regulation establishing a Tuition Reimbursement Plan procedure.

To insure that the City receives adequate benefit from the increased education of the tuition refund recipients, the following table of time worked after completion of course work shall apply to all tuition refund recipients who terminate employment with the City of their own volition.

<u>Time between receiving reimbursement and termination of employment</u>	<u>Percentage of tuition reimbursement to be repaid to the City</u>
Up to 12 months	100%
Between 12 months and 18 months	50%
Over 18 months	0%

Employees hired prior to July 1, 1980, who decide to be covered by the tuition reimbursement plan, relinquish the right to be covered subsequently by the educational incentive plan.

ARTICLE IX. DEFERRED COMPENSATION PROGRAM

Employees shall be eligible to participate in the deferred compensation program administered by the City.

ARTICLE X. UNIFORM ALLOWANCE

An annual uniform allowance will be provided to Police Officers and Police Sergeants and will be paid annually in October of each year.

Newly appointed Police Officers shall be issued a uniform allowance check, less any required deductions, on the first payday following employment. In recognition of the uniform allowance advance, the aforementioned employees shall not be eligible for, nor receive, an annual uniform allowance until the second October payment of the annual uniform allowance occurring after the employee’s date of hire.

Effective with the payment in October 2007, the amount of the annual uniform allowance will be \$1,000; effective with the payment in October 2008, the amount of the annual uniform allowance will be \$1,050; and effective with the payment in October 2009 the amount of the annual uniform allowance will be \$1,100.

ARTICLE XI. EMPLOYEE PERS CONTRIBUTION

The City will pay each employee’s required nine percent (9%) contribution on base pay, POST certification pay, uniform allowance, FLSA overtime pay, holiday-in-lieu pay, bi-lingual pay, and field training assignment pay.

ARTICLE XII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Officers and Police Sergeants shall annually receive holiday-in-lieu pay. The amount of such pay shall be seven and one-half (7.5) percent of the employee's May 31st base monthly rate of pay times twelve (12), and shall be paid in June each year. Employees who are hired or who terminate between June 1 and May 31 of the following year shall receive a pro rata payment of the annual amount based on the number of full calendar months of service completed between June 1st and May 31st. The final such annual payment of holiday-in-lieu pay shall occur in June of 2004.

Beginning June 14, 2004, in lieu of all holidays authorized or observed by the City, Police Officers and Police Sergeants shall receive holiday-in-lieu pay as follows. Holiday-in-lieu pay shall be paid in equal amounts each pay period. The amount of such pay shall be seven and one-half percent (7.5%) of the employee's base hourly pay in effect during the pay period. Additionally, the City will pay each employee the holiday-in-lieu pay due for the pay period starting May 31, 2004 and ending June 14, 2004.

ARTICLE XIII. BILINGUAL PAY

Police Officers and Police Sergeants certified by the Chief of Police as meeting court interpreter standards shall receive eighty dollars and seventy-seven cents (\$80.77) per pay period for each full pay period they remain certified.

Employees certified as competent at the conversational level in Spanish, Vietnamese, Arabic (including Persian, Iranian and Farsi), Chinese, Cambodian, Sign Language and other languages as determined by the Police Chief, shall receive forty-five dollars (\$45.00) per pay period for each full pay period they remain certified. Employees receiving bilingual pay at either level are subject to periodic re-certification as a condition of receiving such payments.

ARTICLE XIV. FIELD TRAINING OFFICER PAY

Police Officers and Police Sergeants who are assigned by the Chief of Police the assignment of Field Training Officer (FTO) or FTO Sergeant, shall receive one hundred dollars (\$100.00) per pay period for each full pay period they remain so assigned.

If a member assigned to FTO duties is not physically fit for duty as a result of a non-work related injury or illness, the member will continue to receive FTO pay for the first thirty (30) calendar days of such injury or illness.

ARTICLE XV. EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) REPORTED AS SPECIAL COMPENSATION

Effective the first pay period beginning after PERS approval of reporting EPMC as Special Compensation, the employer payment of required employee contributions on base pay and the PERS Special Compensation pay listed in Chapter 2, Article XI, will be reported to PERS as Special Compensation.

The City will pay any required employee contribution on EPMC as Special Compensation. The City's payment shall not exceed nine percent (9%).

ARTICLE XVI. MERITORIOUS SERVICE AWARD PAY (MSA PAY) AND
NONDISCRIMINATION PROGRAM

LPOA members acknowledge the importance of the City's commitment to the principles of non-discrimination which form the basis of the Meritorious Service Awards Program outlined below.

Police Officers and Police Sergeants with five (5) through ten (10) years of continuous service will be eligible to receive two and one-half (2 1/2%) percent of monthly base pay. Police Officers and Police Sergeants with eleven (11) or more years of continuous service will be eligible to receive five (5%) percent of monthly base pay. In addition to the required years of service, an officer must also meet all of the following conditions:

1. Have a copy of the completed POST application form that has been certified and forwarded to POST by the Police Chief for an Advanced POST Certificate. (Amended by Reso #2001-300)
2. Have a work history free of the following types of disciplinary actions for the past one (1) year:
 - a. More than two (2) Written Reprimands
 - b. Disciplinary action of a:
 1. Suspension of four (4) days or more
 2. Reduction in Pay of any amount
 3. Demotion
3. Must have received and maintained an evaluation with an overall rating of "satisfactory" in the preceding year.

Employees who are subject to loss of MSA pay for disciplinary reasons who have not been provided an appeal process under existing policies shall be granted an administrative appeal as required by law.

MSA Pay will be paid with regular paychecks biweekly. The effective date will be the beginning of the first pay period after written notification is given from the Police Chief to the Personnel Department that the employee meets all criteria.

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate pay shall be the beginning of the first pay period commencing after the Human Resources Department has received a copy of the certified POST certificate application. Continued certificate pay is contingent upon the employee actually receiving the certification within eight months of the date the application was sent to POST. If the certificate is not issued by POST, then the employee will be required to pay back the certification pay in full to the City.

ARTICLE XVII. TRAINEE RATE

Effective February 1, 2007 an employee hired as an "entry level" hire required to attend a police academy shall be paid an hourly rate of \$23.00; upon completion of the police academy and being sworn in as a police officer, the employee shall be placed at step "A" of the salary schedule for police officer. An employee paid at the trainee rate shall not be in sworn status until completion of academy training. Beginning February 2008, the \$23.00 rate shall be increased consistent with the increases provided all other unit employees as set forth in Chapter 2, Article 1.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. VACATION

Eligible employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Accrual Rate Per Month</u>	<u>Accrual Rate Per Pay Period</u>
First through fourth	8.57 hours	3.96 hours
Fifth through eleventh	11.43 hours	5.28 hours
Twelfth through fourteenth	14.29 hours	6.60 hours
Fifteenth through sixteenth	15.71 hours	7.25 hours
Seventeen or more	17.14 hours	7.91 hours

Qualifying

Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for his/her full annual vacation leave; provided, however, that after six (6) months of continuous service he/she may be permitted to take vacation leave not to exceed five (5) working days at the discretion of the Chief of Police.

Vacation Scheduling

The times during a calendar year in which an employee may take vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and particular regard to the needs of the service. If the requirements of the service are such that an employee must defer a part or all of his/her annual vacation in a particular calendar year, the appointing authority will allow the employee to take such deferred vacation during the following calendar year. A written report of each deferred vacation, signed by the Chief of Police noting the details, shall be kept on file with the City Manager or Director of Personnel.

Vacation Accumulation

No employee may accumulate more than Two Hundred Twenty Five (225) hours of vacation leave except upon written request, recommendation of the Chief of Police, and approval of the City Manager, earned vacation may then be accumulated to Three Hundred Fifteen (315) hours.

The maximum accumulation shall be Three Hundred Fifteen (315) hours and no employee shall be eligible to exceed that total nor shall they be eligible to accrue vacation hours for any month of service in which their accumulation is at the maximum.

Compensation-In-Lieu of Vacation

When an employee working their regular schedule and assignments and whose accumulated vacation is at the maximum, requests vacation time off and the request is denied by the Chief of Police for departmental necessity, the City shall compensate that employee in-lieu of vacation for the hours the employee would have been allowed to accrue had the vacation request been approved and the vacation had been taken.

Vacation Cash Out

Upon verification by the employee's department head or designee, an employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of eighty (80) hours of vacation leave during the calendar year, retains a minimum balance of forty (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in December and June of each year.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists and the cash out provision is suspended for management employees.

Vacation Pay at Termination

Employees who terminate employment shall be paid a lump sum for such vacation accrued as provided in sections Vacation Benefits and Vacation Accumulation. No such payment shall be made for vacation accumulated contrary to the provision of this Memorandum of Understanding.

ARTICLE II. SICK LEAVE

Benefits

Sick leave with pay shall be granted by the appointing authority at the rate of eight (8) hours for each calendar month of service. Sick leave usage shall not be considered a privilege which an employee may use at discretion, but shall be allowed only in case of necessity of actual sickness or disability. Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify the department in conformance with established policies prior to the time set for reporting for duty.

Doctor's Certificate or Other Proof

At the discretion of the employee's unit supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive work days, the employee shall file a physician's certificate or a personal affidavit with the Chief of Police or Director of Personnel with the expected return to work date.

Family Illness

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family which requires the presence of the employee. Granting of such leave shall be in accordance with the provisions of the California Labor Code section 233, which permits an employee to use up to one-half of the annual sick leave accrual to care for an ill family member, as defined in labor Code Section 233.

Immediate Family

For purposes of the use of sick leave due to family illness or death, "immediate family" shall include family members identified in Labor Code Section 233. In addition, "immediate family" shall include grandparents of the employee, employee's brother and sister, or a relative residing in the employee's home.

General

Sick leave is not granted for: (1) any sickness or injury purposely self-inflicted or caused by the employee's own willful misconduct; or (2) disability arising from any sickness or injury related to employment other than with the City of Livermore.

Sick leave is not granted and no cash payment is made for accumulated sick leave at the time of termination or retirement.

Accrued sick leave may be used during a period of pregnancy leave, as provided under the City's Personnel Rules.

Parental Leave

Effective February 1, 2001, any employee who becomes a parent by adoption or any male employee who becomes a father due to the birth of a child may request the use of four (4) days (32 hours) of sick leave to be with the child. Such leave will be in addition to and may be combined with, that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE III. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed three-days [twenty-four (24) hours] for full-time employees. The immediate family shall be defined as follows:

Spouse, children of the employee or spouse, parents of employee or spouse, employee's brother or sister, employee's grandparents, domestic partner or a relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to three-days [twenty-four (24) hours] of accumulated sick leave. The non-immediate family shall be defined as follows:

Brother or sister of the employee's spouse; spouse's grandparents.

When unusual circumstances exist such as out-of-state travel, employee responsible for funeral arrangements, etc., an extension may be granted upon recommendation of the employee's department head and approval of the City Manager. Such extension may not exceed two (2) days [sixteen (16) hours] of additional sick leave hours.

Bereavement leave applies only in instances which the employee attends the funeral or is required to make funeral arrangements.

ARTICLE IV. PERSONAL LEAVE

Each LPOA employee shall be eligible for personal leave. Personal leave shall be credited and taken in accordance with the Personal Leave policy governing personal leave days described in the "Personal Leave Policy", see Attachment "1", and credited as follows:

Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of forty (40) hours for each eligible employee.

ARTICLE V. LEAVES OF ABSENCE

Leave Without Pay

The City Manager may grant a leave of absence without pay for up to three (3) months, and at the City Manager's sole discretion, extension of such leaves may be granted. No such leave shall be granted except upon the written request of the employee, and such request shall be submitted to the Chief of Police and the Director of Personnel. Such leaves may be granted to permit the employee to engage in activities that will increase his/her value to the City upon return, or because of sickness, injury, or personal hardship. Employees may not be granted a leave of absence without pay until all accrued

vacation or other leave time for which they are eligible has been taken, unless otherwise determined by the City Manager whose decision shall be final. Failure on the part of the employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation, sick leave, and any other benefit or compensation shall not accrue to an employee on a leave of absence.

Employees qualifying for and receiving long-term disability benefits will automatically be granted a leave of absence without pay or benefits for the duration of their disability, but not to exceed twelve (12) months.

Job Incurred Injury Leave

Any employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of his or her employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled for the period of such disability to the maximum provided under State Law. During the period the employee is paid by the City, the employee shall assign or endorse to the City benefit payments received as a result of Workers' Compensation Insurance coverage, if any, except reimbursement for travel. In the event that the payment received by the employee is not endorsed to the City, a payroll deduction for the amount of the payment will be made the payroll period following notification to the City by Workers' Compensation that the check has been issued to the employee. 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. Until such time as a determination is made, the employee shall be eligible to use his/her accrued sick leave and, if applicable, the long term disability benefit. The benefits of sick leave and job incurred injury leave shall be mutually exclusive, and no disability leave may be used for the purposes specified under Article III, Sick Leave, of this Memorandum of Understanding, and no sick leave benefits may be used for the purposes specified under this provision.

Jury Duty

An employee summoned to jury duty shall inform his/her unit supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fee, excluding mileage, meals, or other expenses reimbursed by the court, received by the employee shall be remitted to the City.

Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees except as preempted by Federal Statutes.

In addition to the requirements set forth in Military and Veterans Code of the State of California, the City shall provide salary and health benefit continuation for an employee's ordered military service for up to a total of one (1) year of military service. For purposes of this section, salary continuation shall mean the difference between the employee's military pay and the employee's salary.

Compliance with Federal and State Leave Acts

The City of Livermore will provide medical and family leave to employees who qualify under Federal and State Statutes established by the Federal Family and Medical Leave Act, the California Family Rights Act, California Pregnancy Disability Act, and such other Federal and State Acts which mandate such types of leaves.

ARTICLE VI. GENERAL ORDER NO. 83-01

The Chief of Police prior to the annual review of or prior to making any change to the Livermore Police Department General Order 83-01, which would affect the scheduling of employees covered by this MOU, shall discuss proposed changes with representatives of the Union.

ARTICLE VII. STANDBY TIME OFF POLICY

Employees assigned to and who perform CID standby shall accumulate two and three-quarters (2.75) hours of time off for each day so assigned. Such time off with pay shall be taken at a time mutually agreeable to the employee and their supervisor.

In the event the employee is unable to take accumulated standby time off by the end of each calendar year, the employee shall be paid for all unused hours at the employee's base hourly rate of pay in effect on December 31 each year.

ARTICLE VIII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this agreement may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This agreement shall not prevent members from donating such time to City employees not covered by this agreement.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH, MEDICAL AND DENTAL CARE BENEFITS

Effective February 1, 2007, the City shall contribute an amount not to exceed one thousand one hundred and seventy (\$1,170) per month per eligible employee toward the monthly premium costs for employees covered by the HEALTHNET California PPO or such other alternative health and dental programs or combination of programs as the City shall establish, revise, sponsor, and make available to all employees. Provided however, that in no event shall the City be obligated to contribute an amount in excess of the amount established by this article toward the employee's premium costs or actual cost, if a lesser amount.

The City shall increase the maximum amount it will pay toward monthly premium costs for employees by an amount equal to the increase, if any, in the HEALTHNET California PPO family premium rate effective January 1, 2008, January 1, 2009, and January 1, 2010. Said increase, if made, will be effective for the payment of January premiums.

The twelve (12) month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted for all LPOA positions.

Waiver of Medical and/or Dental Coverage

An eligible employee may present proof of medical and/or dental insurance coverage and request cancellation of the City insurance coverage. Upon request and cancellation of the employee's coverage, the City will pay a cash amount to the employee as taxable income. The amount the employee is eligible for will be based on the HEATHNET California PPO family, married, or single premium rate that the employee qualifies for at the time the insurance is canceled. The City will take the amount the employee is eligible for, minus any required premium for continued insurance, and then pay eighty percent (80%) of that amount to the employee as taxable income. The total amount paid by the City will not exceed the maximum City benefit allowable for medical/dental insurance coverage.

The amount paid will be adjusted annually based on the change in the HEALTHNET California PPO premium rates, and is not to exceed the maximum City benefit allowable for medical/dental insurance coverage.

Any employee requesting a waiver of medical and/or dental coverage will be required to meet all rules and conditions covering the administration of the health or dental plans.

Change in Employee Benefit Plans

The City may evaluate health, medical, or dental plans currently available to employees to determine if similar or better coverage may be available to the City. The City may substitute new insurance carriers, benefit providers, or arrange for self-insurance provided that coverage is comparable to or superior to the present coverage after meeting and conferring on such changes with the Union.

ARTICLE II. LONG TERM DISABILITY PLAN

Eligible employees shall be provided with the PORAC Long-Term Disability Benefits Program. Effective for the payment of premiums required for August 2004 coverage which is collected in July 2004, the City shall contribute nineteen dollars and fifty cents (\$19.50) per month per eligible employee toward the monthly premium cost. The City shall pay the entire cost of any premium increase to this benefit for the term of this MOU.

Such amount shall be added to the employee's base salary and shall be deducted from the employee's pay as an after-tax employee contribution. However such premium amount shall be excluded from the monthly base salary when computing the salary adjustment pursuant to Chapter 2, Article I.

ARTICLE III. LIFE INSURANCE

Effective July 1, 2004 the City shall provide Eighty Thousand Dollars (\$80,000) of life insurance for each eligible employee.

ARTICLE IV. RETIREE HEALTH BENEFIT

The following retiree medical program will apply to employees hired before February 1, 2007.

Eligibility Criteria

The following eligibility criteria will apply to LPOA employees hired prior to February 1, 2007 for the City's Retiree Health Benefit as described herein:

1. The employee must have retired within one hundred twenty (120) days of their last day of employment with the City of Livermore, and

2. The employee must have obtained a minimum of fifteen (15) years of service credit working for a CalPERS covered employer or an agency with CALPERS reciprocity which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer or an employer with CALPERS reciprocity will be validated by CalPERS and/or the employee's former employers at the time of retirement. For purposes of this subsection, service credit shall not include service credit purchased pursuant to SB 719.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the Kaiser Retiree Plan A Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser North Plan premium rate for a retired employee and one dependent would replace the Kaiser Retiree Plan A rate. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

<u>Years of Service</u>	<u>City's Contribution</u>
15	75%
20	85%
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the Kaiser Retiree Plan A premium rate for the employee plus one dependent and his or her years of service and shall not exceed the maximum dollar allotment for active employees for medical insurance (excluding dental) as set forth in Chapter 4 Article I.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount the retiree qualifies for based on the Kaiser Retiree Plan A premium rate for the employee plus one dependent and his or her years of service.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to fifty percent (50%) of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account

Employees hired prior to February 1, 2007 shall also, effective as soon as is administratively possible, participate in the City’s retirement health savings account program with a mandatory employee contribution of one (1%) percent.

Employees Hired On or After February 1, 2007

Employees hired on or after February 1, 2007 shall not be eligible for the retirement health benefit described in Article IV above. An employee hired on or after February 1, 2007 shall receive a retirement health savings account with a City contribution equal to five percent (5%) of the employee’s base salary; the employee shall be required to contribute one percent (1%) of his/her base salary.

During Open Enrollment in October of 2007, employees hired prior to February 1, 2007, may on a one-time irrevocable basis, opt out of the existing Retiree Health program and participate in the RHS on the same basis as employees hired after February 1, 2007. In addition, they will receive a one-time payment as follows:

<u>Years of Service</u>	<u>Percent of Annual Base Salary</u>
0-5	10%
6-10	15%
11-15	20%
16+	25%

This payment will be made in January 2008.

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT

The City of Livermore contracted with the California State Employees’ Retirement System for an employee’s retirement plan effective December 1, 1951. The retirement plan is now titled California Public Employees’ Retirement System (CalPERS). Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

<u>AMENDMENT</u>	<u>EFFECTIVE DATE</u>
Three Year Final Compensation	July 1, 1967
1959 Survivor Benefits	July 1, 1967
2% @ 55 Formula for Local Safety Members	August 1, 1973
Credit for Unused Sick Leave	November 22, 1978
2% @ 50 Full Formula for Local Safety Members	February 7, 1983
Third Level 1959 Survivor Benefits	June 18, 1990
One Year Final Compensation	June 18, 1990
EPMC Reported as Special Compensation	December 25, 1995
Fourth Level Survivor Benefit	February 1, 1998
Death Benefit/Remarriage	February 1, 1998
3% at 50 formula for Local Safety Members	February 12, 2001
Military Service Credit	September 1, 2004

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS

ARTICLE I. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding or the Personnel Rules and Regulations. (Exception: Decisions by any City official as established by this MOU or the City Personnel Rules and Regulations are final, and shall not be subject to the grievance procedure.) A grievance may be filed by an employee or the Union. In the event the grievance is filed by the Union, the grievant shall be named.

Prior to filing a formal grievance, an employee who has a complaint shall discuss the complaint with his/her unit supervisor within twenty (20) calendar days of the knowledge of the cause of the complaint. If the employee is not satisfied with the response of his/her unit supervisor, the employee may, either individually or by instructing the representative of the Union, file a written grievance with the Division Commander stating the particulars of the grievance and the nature of the determination desired. The grievance must be filed within ten (10) calendar days after the unit supervisor's response. The Division Commander shall immediately forward a copy of the grievance to the Director of Personnel.

Within ten (10) working days after receipt of the written grievance, the Division Commander or designee shall give a written response to the grievant with a copy to the Director of Personnel. The response shall identify the issues and determine a resolution to the grievance.

If an employee is not satisfied with the decision of the Division Commander or designee, the employee may, either individually or by instructing the representative of the Union, appeal to the Chief of Police. Such an appeal must be presented in writing stating the particulars of the grievance and the nature of the determination desired within ten (10) working days after receipt of the Division Commander's or designee's written response. The Chief of Police shall investigate the grievance and, within ten (10) working days after receipt of the written appeal, give a written response to the grievant with a copy to the Director of Personnel. The response shall identify the issues and determine a resolution to the grievance.

If the employee is not satisfied with the decision of the Chief of Police, the employee may, either individually or by instructing the representative of the Union, appeal to the City Manager by filing a written appeal with the Director of Personnel within ten (10) working days after receipt of the Police Chief's determination.

Such appeal should state the particulars of the grievance and the determination desired. The grievance shall be investigated by the City Manager, or his designee, and a meeting will be held between the City Manager and the grievant. The City Manager shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days of such meeting. The decision of the City Manager shall be final.

No grievance involving a non disciplinary compensation issue will be entertained unless it is filed in writing with the Director of Personnel within five (5) working days of the time the affected employee was notified of such action. A copy of the grievance will be sent to the Chief of Police.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Personnel. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding and Personnel

Rules and Regulations shall be considered as grievances. Any other matter of compensation is to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

CHAPTER 7. UNION ISSUES

ARTICLE I. DUES

Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Union. The following procedures shall be observed in the withholding of employee earnings:

- A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City of Livermore.
- B. Authorization, cancellation, or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.
- D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.
- E. The union shall file with the City Manager an indemnity statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE II. UNION REPRESENTATIVES

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Preparations for negotiations shall not occur on City time. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

ARTICLE III. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Chief of Police. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours, unless approved in advance by the City Manager.

The Union may use the City's e-mail system to advise members of Union meetings. Using the City's e-mail system for any other purpose is prohibited. Violations of this section will result in the loss of the use of e-mail for meeting notification purposes.

ARTICLE IV. CITY FACILITIES

City employees, the Union, or their representatives may, with the prior approval of the City Manager or designee, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE V. BULLETIN BOARDS

The Union may use portions of City bulletin boards under the following conditions:

- A. All matters must receive the approval of the Chief of Police or a designated representative.
- B. All materials must be dated and must identify the Union that published them.
- C. The actual posting of materials will be done by the City, as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Chief of

Police considers objectionable will not be posted. In instances where the Chief of Police denies approval, the Union may appeal such denial to the Director of Personnel.

- D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union's materials.
- E. If the Union does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

ARTICLE VI. ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and each shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution, or regulation.

For purposes of this Article, emergency shall mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action.

ARTICLE VII. NO DISCRIMINATION

There shall be no discrimination based on race, color, ancestry, national origin, religion, creed, sex, sexual orientation, perceived sexual orientation, age, physical or mental disability, marital status, political opinion or affiliation, or legitimate Union activities.

ARTICLE VIII. ASSOCIATION RELEASE TIME

Effective February 1, 2001, and January 1 of each year thereafter, Livermore Police Association Board members or others as designated by the Board, subject to the approval of the Police Chief or designee, shall be allowed a reasonable period of time without loss of compensation for the sole and exclusive purpose of conducting transactions of the Livermore Police Officers Association. Said amount of time shall not exceed three (3) hours per day for each Board member or designee and an aggregate not to exceed one-hundred and forty (140) hours per year for all such Board members and others designated by the Board provided every reasonable effort is made to conduct Association meetings and/or business on non-duty time. Permission to attend Association meetings on duty must be obtained forty- eight (48) hours in advance from the Police Chief or designee. Permission to conduct Association business or attend Association meetings is conditioned upon field and/or assignment conditions.

As part of the one hundred and forty (140) hours per year paid release time for Association Board members, up to a total maximum of six (6) days [eight (8) hour and eleven (11) hour shifts are considered as one (1) day] may be used to attend police related conferences, seminars or conventions. Permission to attend such conferences or conventions must be obtained two (2) weeks in advance from the Police Chief or designee.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES

The regular work schedule shall consist of an average of 2,080 hours per year with weekly work schedules averaging 40 hours overall. Such hours of work shall be determined by the Chief of Police.

The parties agree to keep in place during the term of this agreement the schedules in use at the time of the signing of this agreement. Any change in these schedules shall be subject to meet and confer, including impasse procedures.

ARTICLE II. PROBATION

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his/her position and for rejecting any probationary employee whose performance does not meet the required standards of work.

Effective March 13, 2001, the probationary period for Police Officers will be as follows:

Eighteen (18) Month Probationary Period. All Police Officers hired prior to the above date and Police Officers hired as lateral transfers or academy graduates will serve an eighteen (18) month probationary period.

Twenty-four (24) Month Probationary Period. Entry level Police Officers who must complete the police academy will serve a twenty-four (24) month probationary period.

The probationary period for employees classified as Police Sergeants is twelve (12) months.

During the probationary period, an employee may be rejected at any time by the Chief of Police or division head after approval by the appointing authority without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer with a copy to be filed with the City Manager or Director of Personnel.

Prior to the completion of the probationary period, the Chief of Police or a designated representative shall file with the City Manager or Director of Personnel a notification in writing stating that the services of such employees shall be retained or rejected. Thereafter and prior to the completion of the probationary period, the City Manager or Director of Personnel shall provide such notification to the affected employee.

Any Police Sergeant rejected during the probationary period following a promotional appointment shall be reinstated to a position as a Police Officer except when discharged for cause.

ARTICLE III. LAYOFF PROCEDURES

The City Manager, subject to the approval of the City Council and after consultation with the Chief of Police, may layoff an employee because of material changes in duties or organization, shortage of work, or funds. Thirty (30) days before the effective date of the layoff, the appointing authority shall notify the City Council of the intended actions and the reasons therefore.

In the event of a layoff, the employee in the classification in which the City is reducing the work force who has the least length of service in that classification may displace the least senior employee in the next lower paying classification(s) within the job family or previously held classification, provided such displaced employee has less service in that classification. If there is no lower paying classification, the least senior employee(s) shall be laid off.

Re-assignment or displacement of employees within a classification or in the next lower paying classification in the job family shall occur only when the employee is capable by virtue of prior training and experience to perform the work required. The City Manager, upon recommendation of the Director of Personnel and the Chief of Police, shall make the determination as to the employee's capability to perform the work.

Employees other than regular, full-time employees shall be laid off first, except that the seniority of employees in regular part-time positions shall be calculated on a pro-rata basis. Therefore, such employees may be eligible for retention of present or other regular part-time or job sharing positions. Full-time employees who have elected job sharing or reduced work hours in lieu of being laid off, may be re-employed in full-time positions.

The City shall give as much notice as possible to employees who are to be laid-off, but in no case shall the notice be less than fourteen (14) calendar days prior to the effective date of the layoff.

Seniority shall be calculated on time accrued in a regular full-time or regular part-time classification in the City of Livermore. For purposes of this section, length of service in higher paying classifications shall be counted as service in any lower paying classification in the same job family. Non-regular part-time, provisional, temporary, or CETA employment shall not be counted in calculating seniority. In the event that a tie in seniority exists among two (2) or more employees, ranking on the eligibility list shall determine relative positions on the seniority list.

No regular employees shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification.

The City of Livermore will allow job-sharing as a means of reducing the number of employees who must be laid off. Job-sharing shall be at the option of employees who are in the same classification with the approval of the Chief of Police and City Manager. Employees who share a job will receive a pro-rated percentage of their regular salary and benefits. Benefits, which include health insurance, life insurance, vacation, sick leave, and retirement shall also be paid on a pro-rata basis to regular part-time employees. Full health insurance coverage must be maintained by regular full-time and regular part-time employees. (Regular part-time and job-sharing are defined as employment which is budgeted year-around at a minimum of twenty (20) hours per week.)

ARTICLE IV. RE-EMPLOYMENT

Laid-off employees who received an overall rating of satisfactory or better on their last evaluation shall be placed on a re-employment eligibility list, in order of seniority, for a period of one (1) year. Such lists shall take precedence over all other employment eligibility lists except promotional re-employment lists.

Displaced employees shall be placed on a promotional re-employment list in order of seniority for a period of one (1) year. Promotional re-employment lists shall take precedence over regular promotional lists.

Failure to notify the City of a change in address, refusal to respond or to accept a re-employment offer shall result in removal from all re-employment or promotional re-employment eligibility lists.

Employees on re-employment lists shall not have the right to displace working employees.

Former employees appointed from re-employment eligibility lists shall have the following benefits restored: (1) prior unused sick leave accrual, (2) seniority at the time of layoff for purposes of determining merit increases, vacation accrual, and future reductions in force, (3) re-employment employees shall be compensated within the salary range authorized for the classification and at the step (if steps are utilized) the employee had earned in prior employment. If the employee returns to a lower paying classification than the classification from which he/she was laid off, the compensation shall be set at the step in the lower paying classification which is closest in pay to, but not above the dollar level, of the most recent step achieved by the affected employee in the higher paying classification, (4) employees who are re-employed in classifications for which they have completed a probationary period shall not be required to serve a new probationary period, and (5) employees in a layoff status shall not continue to accrue seniority or benefits.

Vacation which has been accrued as specified in Chapter 3, Article II may be taken prior to the effective date of the layoff, or left on the books to be available upon re-employment for up to one (1) year. At the conclusion of one (1) year, if the employee has not been re-employed, he/she will be paid the accrued vacation in cash.

The City of Livermore may require that employees being re-employed successfully pass a medical examination administered by the City's physician.

Employees may elect to take a leave of absence as described in Chapter 3, Article IV of this Memorandum of Understanding in lieu of being laid off or displaced. Employees who elect to take a leave of absence in lieu of being laid off shall, upon conclusion of such leave of absence, be placed on appropriate re-employment lists based upon their seniority. Authorization of a leave of absence does not extend the term of the re-employment list.

ARTICLE V. DISCIPLINARY ACTION

Authority

The Chief of Police or designee may dismiss, suspend, reduce the pay, demote, or impose other disciplinary actions on any employee for cause. Any employee who is disciplined shall be furnished a written notice of such action.

Employees absent without leave who fail to return to duty within twenty-four (24) hours after notice to return shall be discharged.

Procedure for Disciplinary Action

All disciplinary actions shall be administered pursuant to California Government Code 3300 et. seq. and all due process requirements.

Employees must be given prior written notice of any proposed discipline before such action is taken. Such disciplinary action notice must include:

1. The proposed action;
2. The reasons for the action;
3. A statement of the charge(s) and a listing of or copies of any materials upon which the action is based;
4. Explanation of the employees right to the opportunity to respond orally or in writing to the charges.

The individual issuing the notice of intended discipline shall not be appointed the Skelly meeting officer.

1. City Manager Appeal Authority: Suspensions, demotions, reductions in pay, and terminations may be appealed to the City Manager, whose decision will be final, except as provided below.
2. City Manager and Option to Use an Arbitrator: Suspensions of greater than three (3) days, reductions in pay equal to more than three (3) day suspensions, demotions, and dismissal may be appealed to the City Manager, or his/her designee, or at the option of the employee or the Association, the appeal may be heard by an impartial Arbitrator. Should the parties fail to agree on an impartial arbitrator, they shall request a list of seven (7) names of qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss. Depending on the chosen option, the final decision reached by either the City Manager or the Arbitrator, shall be binding on the parties. When an Arbitrator is selected, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing.

The costs of an Arbitrator and all incidental hearing costs (such as court recorder fees, transcription fees, etc.) shall be shared equally between the City and Union. Each party shall be responsible for their own costs.

ARTICLE VI. REINSTATEMENT

When employees who resign in "good standing" are reinstated to a position in the class from which they resigned, they shall have their seniority for the previous years of City service restored.

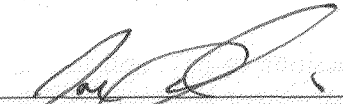
Executed this 26 day of February, 2007, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

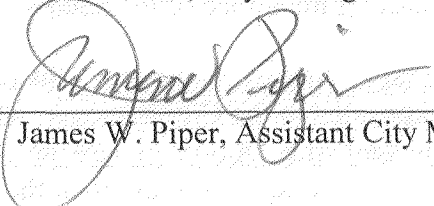
Employee Representatives
Livermore Police Officers Association

Employer Representative
City of Livermore


By 
Wayne Jacobs, LPOA President

By 
Linda Barton, City Manager

By 
Joe Draghi, LPOA Board Member

By 
James W. Piper, Assistant City Manager

By  #970
T. J. Thomas, LPOA Board Member

By 
Mike Trudeau, LPOA Board Member

By 
John Noble, LPOA Representative

**CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 02/05/2007**

Schedule = P3

CLASS CODE RANGE	CLASSIFICATION	NO. OF POSITIONS	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
			STEP A	STEP B	STEP C	STEP D	STEP E
604 01	POLICE OFFICER	72	62,545.02	65,660.57	68,931.90	72,366.79	75,973.43
			5,212.08	5,471.71	5,744.32	6,030.57	6,331.12
			1202.79	1262.70	1325.61	1391.67	1461.03
			30.06972	31.56758	33.14033	34.79173	36.52569
603 02	POLICE SERGEANT	13	77,769.83	81,646.62	85,717.26	89,991.42	94,479.29
			6,480.82	6,803.89	7,143.10	7,499.28	7,873.27
			1495.57	1570.13	1648.41	1730.60	1816.91
			37.38934	39.25319	41.21022	43.26511	45.42274
TOTAL POSITIONS		85					

LIVERMORE

CALIFORNIA

May 14, 2007

Wayne Jacobs
President
Livermore Police Officers' Association
1110 South Livermore Avenue
Livermore, CA 94550

Dear Wayne:


This is in follow up to our meeting on Tuesday, April 24 regarding the memorandum of understanding between the City of Livermore and the Livermore Police Officers' Association for the period February 1, 2007 though January 31, 2010.

Chapter 3, Article I – Vacation Cash Out - was negotiated in the last contact negotiation. As I understand, based on our meeting earlier this week, there was a “misunderstanding” about new vacation cash out provision.

While the City believes the new section was negotiated in good faith, we understand that there was a legitimate misunderstanding as to the terms associated with the new vacation cash out provision. In order to resolve this matter amicably, we agreed to revert to the prior vacation cash out provision for the term of this agreement which is found in personnel rule 11.09.

If you have any questions, please call me at (925) 960-4115.

Sincerely,


Steven A. Harman
Director of Human Resources

cc: Jim Piper, Assistant City Manager
John Noble, LPOA Labor Negotiator