

MASTER  
MEMORANDUM OF UNDERSTANDING

on

WAGES, HOURS, AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT

LIVERMORE POLICE MANAGEMENT ASSOCIATION

and

CITY OF LIVERMORE

TERM OF MEMORANDUM  
July 1, 2017 to June 30, 2021

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## CHAPTER 1. ADMINISTRATIVE

### 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 MANAGEMENT ASSOCIATION, hereinafter referred to as "ASSOCIATION," pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to the class of Police Lieutenant and Police Captain.

### ARTICLE II. RECOGNITION

Livermore Police Management Association is the formally recognized employee organization for the Police Management Association. The Association represents the classifications of Police Lieutenant and Police Captain in the Livermore Police Department. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

### ARTICLE III. STATE LAW COMPLIANCE

The Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and 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 Association 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 July 1, 2017 and ending June 30, 2021. If approved by the City Council, this Memorandum shall continue in full force and effect from July 1, 2017 to and including June 30, 2021.

### 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.

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by departmental rules and regulations or by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES, OTHER COMPENSATION AND SCHEDULES

ARTICLE I. SALARIES

Effective July 10, 2017, salaries shall be set according to the classifications and to the salary range assigned to each of those classifications listed in Appendix A attached hereto, reflecting an increase of two and one half percent (2.5%).

Subsequent contract years will include the following increases:

- Effective April 30, 2018 – 2.5%
- Effective April 29, 2019 – 2.5%
- Effective April 27, 2020 – 2.5%

Effective July 10, 2017, a market based equity adjustment, in addition to the salary adjustment indicated above, will result in an increase of 3% for Police Lieutenants and 5% for Police Captains.

Subsequent contract years will include the following market based equity adjustments:

- Effective December 11, 2017 – 2%
- Effective April 30, 2018 – 2%
- Effective April 29, 2019 – 1%

In return for eliminating Personal Leave, the City will increase the wages in Appendix A by 1.65% effective July 10, 2017.

In return for eliminating the longevity increase in Administrative Leave hours, the City will increase the wages in Appendix A by 1.65% effective July 10, 2017.

Appendix A, attached hereto, shall reflect the salary and market based equity adjustments associated with the classifications and the salary ranges assigned to each of those classifications.

ARTICLE II. SALARY PLAN

Salaries are to be administered pursuant to the Management Salary Plan.

ARTICLE III. FAIR LABOR STANDARDS ACT STATUS

The City has determined that the classification of Police Lieutenant and Police Captain are FLSA exempt based on the duties test. Since this exemption is based on duties, it cannot be guaranteed; however, the department does not currently anticipate any change in duties that would change the FLSA exempt status.

ARTICLE IV. PROMOTION

An employee who is promoted from one class to a class with a higher salary range shall receive a salary increase of ten percent (10%) of their base salary or the minimum of the salary range if higher, but in no event shall the increase exceed the maximum of the range. The effective date of the promotion shall be the new review date for the purpose of determining eligibility for merit increases.

ARTICLE V. TUITION REIMBURSEMENT

The City shall reimburse employees seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignments which are attended during off-duty hours. Transportation expenses for attending courses shall be reimbursed in such a manner as determined by the City. In order to be eligible for tuition reimbursement, the employee must submit the necessary forms and obtain the approval of the City Manager, whose decision shall be final, prior to enrolling in the course. Satisfactory completion of a course with a grade of "C" or better is required in order to be eligible for reimbursement. The employee must submit a copy of the grade report or certificate of course completion together with receipts for tuition and books and an accounting of transportation expenses.

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 Completion of Course &amp; Employment Termination</u>	<u>Percentage of Tuition Refund Payment to be Repaid to City</u>
6 months	67%
6 months - 1 year	59%
1 year - 18 months	33%
Over 18 months	0%

ARTICLE VI. DEFERRED COMPENSATION PROGRAM

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

ARTICLE VII. UNIFORM ALLOWANCE

The Uniform Allowance will be provided to Police Lieutenants and Police Captains and will be \$1,300 per year. The Uniform Allowance shall be paid in equal amounts each pay period as earned.

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

The City will continuing paying a part of the employee’s required CalPERS contribution of base salary and special compensation reportable to CalPERS, except as otherwise provided for newly hired employees in Chapter 5, until the full 9% (nine percent) is paid by the employee. Such contributions will be made pre-tax in accordance with IRC Section 414(h)(2), as follows:

	<u>City Paid</u>	<u>Employee Paid</u>
Effective December 3, 2012	6.5%	2.5%
Effective January 14, 2013	4%	5%
Effective September 22, 2014	3%	6%
Effective March 9, 2015	2%	7%
Effective March 7, 2016	0%	9%

In addition, the City will report Employer Paid Member Contributions (EPMC) as special compensation on the City’s contribution amounts defined above.

ARTICLE IX. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Lieutenants shall receive holiday-in-lieu pay. Effective September 22, 2014, 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 pay period salary in effect during the pay period. The Police Lieutenants will receive an increase in the rate of holiday in-lieu pay equal to the amount provided in the Police Officers Association Memorandum of Understanding for the term of this Memorandum.

In addition, Police Lieutenant’s will receive a one-time payment of holiday-in-lieu for the period of June 1, 2014 through September 21, 2014 or a total of 8 pay periods. This amount will be seven and one-half percent (7.5%) of the employee’s base pay period salary as of September 21, 2014, times eight (8).

Police Captains shall not receive holiday-in-lieu pay.

ARTICLE X. POLICE MANAGEMENT PREMIUM PAY

(a) The City will make available a three and one-half percent (3.5%) premium pay to Police Lieutenants and Police Captains. A Lieutenant or Captain will receive the additional three and one-half percent (3.5%) for executing performance goals set by the Police Chief in the Police Department’s Strategic Plan. In the event the Police Chief determines that the individual goals are not being met, the Police Chief may discontinue the three and one-half percent (3.5%) payment.

(b) Effective April 7, 2003, a Lieutenant and effective September 1, 2006 a Captain may receive up to an additional two and half percent (2.5%) paid as a lump sum payment, payable in June of each year, for any of the following reasons:

1. Completion of a special project or activity that significantly contributes to the mission of the police department.
2. The singular level of management skills is applied to achieve an important City objective.
3. The unanticipated addition of critical assignments that are challenging and varied to the employee's normal management duties.

The decision to award such payment shall be made at the sole discretion of the Police Chief.

Effective April 7, 2003, Lieutenants shall not longer be eligible for Special Merit Pay pursuant to Administrative Regulation 15. Effective September 1, 2006, Captains shall not be eligible for Special Merit Pay pursuant to Administrative Regulation 15.

ARTICLE XI. POST CERTIFICATION PAY

Effective July 10, 2017, Police Captains and Police Lieutenants who possess a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) shall receive nine hundred and fifty dollars (\$950) per month.

In addition to the requirements set forth in the POST regulations, a person hired or promoted to a Police Lieutenant after January 1, 2006 shall be required to possess a bachelor's degree issued by an accredited college or university as a prerequisite to receiving compensation for the POST Regular Management Certificate. A person promoted from Police Sergeant who at the time of promotion is receiving Post Certification Pay as a Police Sergeant in the Livermore Police Department shall continue to receive that payment for a period of up to four years (4) from the date of the promotion. If the employee has not qualified for the Post Certification Pay under the terms of this section within four years (4) of the date of promotion, the employee's Post Certification Pay shall be terminated. Upon receiving a Regular Management POST Certificate and meeting the educational qualification, a Lieutenant shall receive Post Certification Pay as provided above.

Effective July 10, 2017, a Police Lieutenant possessing a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training and who has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National Academy Training Program shall receive one thousand dollars (\$1,000) per month.

Effective July 10, 2017,, a Police Captain possessing a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training and who possesses a master degree issued by an accredited college or university or has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National Academy Training Program shall receive one thousand dollars (\$1,000) per month for the POST Regular Management Certificate.

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 has received a copy of the certified POST certificate application. Continued certification pay is contingent upon the employee actually receiving the certificate 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 XII. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize the supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and subordinate non-management employee(s) during the term of this Memorandum. In the event the differential between the management employee and non-management employee falls below seventeen and a half percent (17.5%) of base salary, the management employees shall receive a supervisory differential of an amount necessary to maintain a seventeen and a half percent (17.5%) differential.

ARTICLE XIII. ACTING PAY

An employee assigned to perform substantially the duties of a higher paid job classification by the Chief of Police or City Manager for at least five (5) calendar days, shall receive acting pay as follows:

An employee who qualifies for Acting Pay shall be paid the base starting rate of salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate. Additionally, the employee will receive no less than 2.5% over base salary of the highest compensated employee supervised. In no event shall the rate paid exceed the top step of the assigned classification. If an employee is assigned to an acting assignment for 12 months, the Chief of Police or City Manager may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. HOLIDAYS

Police Lieutenants covered by this Memorandum shall not be entitled to take City authorized or observed holidays off, unless vacation or other paid leave time is used. In lieu of such holidays, employees shall be compensated as provided in Chapter 2.

For the Police Captains, the current practice regarding holidays shall continue.

ARTICLE II.            VACATION

Vacation Benefits

Effective September 3, 2007, eligible employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Accrual Rate Per Pay Period</u>
First year	3.10 hours
Second through fifth	4.62 hours
Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteen	6.93 hours
Twentieth or more	7.40 hours

At no time will an employee be allowed to take in excess of the amount actually accrued but unused.

Vacation Scheduling

The times during a calendar year in which an employee may take this 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 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 Administrative Services Director.

Vacation Accumulation

Employees may accumulate up to three hundred and fifty (350) hours of vacation. Employee vacation accruals shall be suspended after reaching 350 maximum hours until employee is below the 350 hours maximum vacation hour accrual. Employees are responsible for monitoring their respective accruals.

Vacation Cash Out

All employees will be eligible to cash out up to 70 hours of vacation during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation. In addition, employees will be eligible to cash out up to 100% of the employee's vacation bank hours during the months of June and December each year. The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an employee does not have enough vacation hours, the employee will not be eligible for that vacation cash out during the year.

Compensation in Lieu of Vacation

When an employee working their regular schedules and assignments and whose accumulated vacation is at the maximum, requests vacation time off and the request is denied by the Chief of Police or Division Commander for departmental necessity, that employee may be granted compensation at full pay in-lieu of vacation accrued.

Vacation Pay at Termination

Employees who terminate employment shall be paid a lump sum for 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 III. SICK LEAVE

Benefits

Sick leave, with pay, shall be accrued at the rate of 3.7 hours for each pay period of service. Sick leave usage shall not be considered as a privilege which an employee may use at her/his discretion, but shall be allowed only in case of necessity of actual sickness or disability.

Unused sick leave shall be accumulated without limit, but in no event may it be converted into a cash payment.

Family Illness

When illness in the employee's immediate family requires the employee's presence at home, sick leave may be granted not to exceed six (6) days in compliance with Labor Code Section 233 (Family Leave).

For purposes of family illness, immediate family shall include spouse, children, parent, or other family members included in Labor Code Section 233.

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, 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

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 Chief of Police

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.

#### Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate unit supervisor prior to the time set for beginning daily duties or as may be specified by the Chief of Police.

#### 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 Administrative Services Director stating the cause of the absence.

### ARTICLE IV. LEAVES OF ABSENCE

#### Leave of Absence Without Pay

The City Manager may grant an employee a leave of absence without pay for a period not to exceed three (3) months. After three months, the City Manager may extend the leave for up to, but not longer than, an additional nine (9) months. The City Manager's decision shall be final. No such leave of absence or extension will be considered without a written request from the employee, setting forth the reason for and the duration of the request, and no leave will be allowed without the written approval of the City Manager. Employees may not be granted a leave of absence without pay until all accrued leave that the employee is entitled to use is taken. Upon the expiration of an approved leave or within a reasonable period of time as determined by the City, the employee shall be reinstated in the classification held at the time the leave was granted. Reinstatement will be subject to the employee's ability to satisfactorily meet medical standards as determined by the City's designated physician, and to perform the duties of the position. If the employee was a probationary employee, the normal original probationary period for the class will be required upon reinstatement. Failure on the part of the employee to report promptly upon the expiration of the leave shall be considered to be the abandonment of the position, and the employee shall be subject to dismissal. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last reported place of address, shall be reasonable notice of intent to dismiss.

The department head may grant a regular or probationary employee a leave of absence without pay not to exceed one calendar week. Such leaves shall be reported to Human Resources.

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

Seniority, vacation, sick leave credit, and any other benefits shall not accrue to an employee while on a leave of absence without pay.

Jury Duty

An employee summoned to jury duty shall inform his unit supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fees, excluding mileage, received by an 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.

ARTICLE V. ADMINISTRATIVE LEAVE

In recognition of the fact that Police Lieutenants are to observe their regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of their position, an annual base of eighty (80) hours of administrative leave will be allotted to Police Lieutenants. Captains shall receive an annual base of one hundred and four hours (104) of administrative leave per year. Such allocations will be made on a payroll calendar year basis.

ARTICLE VI. ABSENCES OF LESS THAN A DAY

For the classification of Police Lieutenant and Police Captain, time not worked of less than one day will not be reported on the City's official time sheet as long as both of the following conditions exist:

- A. The classification of Police Lieutenant and Police Captain are determined to be FLSA exempt;
- B. The FLSA, or regulations to interpret the FLSA or court cases governing the FLSA do not change so as to result in a revised legal opinion on this issue.

If conditions outlined in "A" or "B" above change, the City will meet and confer with the employee of this bargaining unit about the impact of those changes prior to taking any action.

When an individual plans to take an absence of less than the regularly scheduled work day, the individual shall so inform the Chief of Police or her/his designee and receive approval prior to being absent.

When an individual takes an unscheduled absence of less than the regularly scheduled work day due to sickness or other unforeseeable cause, the individual shall inform the Chief of Police or her/his designee of the absence as soon as possible.

The Chief of Police shall prepare and revise as necessary a written policy and procedure on the administration of such absences and provide each Lieutenant and Captain with a copy of the current document.

## CHAPTER 4. INSURANCES AND HEALTH CARE

### ARTICLE I. HEALTH BENEFITS

The City will provide a monthly contribution from which the employee may pay health, dental, and vision premiums.

The City will contribute on behalf of each full-time employee \$1,950 per month.

Any unused portion of the City contribution will be added as taxable income to the employee's earnings.

#### Change in Employee Benefit Plans

The City intends to evaluate the hospital-medical plans currently available to employees to determine if similar or better coverage may be available at lower cost to the City. The City may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is comparable to or superior to the present coverage.

#### Domestic Partners

Pursuant to the California Domestic Partner Rights and Responsibilities Act of 2003, the City shall provide registered domestic partners of Association members with the same health benefits offered to spouses of Association members. Registered domestic partners shall be eligible to enroll in the City's health benefit plan effective January 1, 2005. Employees wishing to enroll a registered domestic partner shall be required to furnish proof of such registration to the satisfaction of the City.

### ARTICLE II. LONG TERM DISABILITY

Employees shall be provided with a Long Term Disability Benefit Program as selected, administered, and revised by the City. The City agrees to pay the full premium through the term of this contract.

### ARTICLE III. LIFE INSURANCE

The City will provide life insurance in the amount of \$100,000 with AD&D coverage, and dependent coverage not to exceed \$1,000. Employees will have the option of purchasing additional and supplemental life insurance as provided by the Insurance Policy.

## CHAPTER 5. RETIREMENT PLAN

### ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS

The City of Livermore contracted with the California State Employees' Retirement System for an employees 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>	<u>SUPERSEDED</u>
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
2% @ 55 Formula for Local Safety Members	August 1, 1973	February 7, 1983
Credit for Unused Sick Leave	November 22, 1978	
2% @ 50 Full Formula for Local Safety Members	February 7, 1983	February 12, 2011
Third Level 1959 Survivor Benefits	June 18, 1990	February 1, 1998
One Year Final Compensation	June 18, 1990	
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level 1959 Survivor Benefits	February 1, 1998	
Death Benefit/Remarriage	February 1, 1998	
3% @ 50 full formula for Local Safety Members	February 12, 2001	
Military Service Credit	September 1, 2004	
3% @55 Formula for Local Safety Member with Three Year Final Compensation	December 30, 2012	
2.7% @57 Formula for Local Safety Members with Three Years Final Compensation	January 1, 2013	

Effective December 30, 2012, newly hired classic safety CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 3% @55 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 9% employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2.7% @57 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Effective April 7, 2003, the following retiree medical program will be implemented.

Eligibility Criteria

The following eligibility criteria will apply to current and future Association employees for the City's Retiree Health Benefit as described herein:

1. The employee must have retired within 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 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 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 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 following criteria:

For members actively employed as a Police Lieutenant or Police Captain on August 31, 2004; upon their retirement from the City; if they meet all eligibility requirements to receive a retirement health benefit, shall have their reimbursement based on the Kaiser “A” Plan two party rate for retirees and their years of CALPERS service as specified below. The reimbursement shall not be subject to a “cap.” This section shall apply to a Lieutenant who may be promoted to Captain who qualifies for this level of benefit.

For a Police Lieutenant or Police Captain promoted into the bargaining unit after September 1, 2004, who satisfies all the eligibility requirements necessary to receive a retirement reimbursement; shall have their retirement reimbursement benefit based on the Kaiser “A” plan two party rate for retirees and their years of CALPERS service as specified below. This reimbursement shall be subject to the “cap.” The amount of the retiree’s reimbursement shall not exceed the amount the City pays for medical insurance for active employees or the Kaiser “A” two party rate plan.

The retiree health benefit will reimburse the cost of medical insurance; this does not include premium cost for dental, vision or other similar forms of health services.

<u>Years of CalPERS 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 plan premiums as specified above and his or her years of service based on the above percentages.

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 above criteria.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 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.

### Retiree Health Savings Account

Any Police Lieutenant or Police Captain promoted into the bargaining unit who was not eligible for a retirement health benefit, and was receiving a city-paid retirement health saving account (RHS) under the terms of the memorandum of understanding that controlled the terms and conditions of their former employment, shall continue to receive the retirement health savings account upon promotion and shall not be eligible for a retirement health insurance reimbursement.

Effective November 1, 2012, any Police Lieutenant or Police Captain hired as a new employee (not currently employed with the City) shall not be eligible for the retiree health benefit as described above in Article II. An employee hired on or after November 1, 2012, shall receive a retirement health savings account (RHSA) with a City contribution equal to five percent (5%) of the employee's base salary.

## CHAPTER 6. GRIEVANCES, DISCIPLINE AND APPEALS

### ARTICLE I. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, those provisions of this Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Prior to filing a formal grievance, an employee who has a complaint shall discuss the complaint with his/her Division Commander. The employee must present the complaint within ten (10) working days of the date the employee became aware of the action causing the complaint. If the employee is not satisfied with the response of his/her Division Commander, he/she may, either individually or by instructing the representative of the Association, file a written grievance with the Chief of Police stating the particulars of the grievance and, if possible, the nature of the determination desired. The grievance must be filed within five (5) working days after the Division Commander's response. The Chief of Police shall immediately forward a copy of the grievance to the Administrative Services Director.

Within ten (10) working days after receipt of the written grievance, the Chief of Police shall give a written response to the grievant with a copy to the Administrative Services Director. The response shall identify the issues and determine a resolution to the grievance.

If an employee is not satisfied with the decision of the Chief of Police, he/she may, either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Chief of Police's determination. Such appeal should state the particulars of the grievance, and if possible,

the determination desired. The grievance shall be investigated by the City Manager, or at his/her election, the Administrative Services Director, and a meeting shall 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. If the grievant is dissatisfied with the decision of the City Manager, he/she may file a written appeal with the Administrative Services Director to the City Council.

Upon receipt of a complaint, the City Council shall make such investigations as they may deem necessary. A hearing shall be held within thirty (30) days after the request for the hearing. Whenever a hearing of any complaint is to be held, the Administrative Services Director shall notify the employee requesting the hearing, the Chief of Police or Division Commander or other officer from whose action the appeal is being taken, of the date, time and place of the hearing.

Unless incapacitated, the person making the complaint shall appear personally before the City Council at the hearing, and he/she may be represented by a Association representative.

Upon conclusion of any investigation or hearing, the City Council shall cause its findings and recommendations are to be prepared in writing and to certify the same. Such findings, shall be countersigned and filed as permanent records by the City Manager or the Administrative Services Director.

If, due to the absence from the City, or the illness or disability of a majority of the City Council, any employee would be deprived of the right to a hearing by the City Council in the event he/she were demoted, reduced, or discharged, the appointing authority shall defer action until the City Council is able to function unless the case is an emergency, in which event the appointing authority may suspend the employee until the City Council is able to function.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. 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 next meeting and conferring process. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

## ARTICLE II. DISCIPLINARY PROCEDURE

### Discipline

The Police Chief, for cause, may suspend, reduce the pay, demote or impose any other discipline on an employee except dismissal. The Police Chief, for cause, may dismiss an employee with the prior approval of the City Manager. Employees absent without leave who fail to return to duty within twenty-four (24) hours after notice to return shall be discharged. Such discharged employee shall be entitled to a "due process" meeting provided such meeting is requested within seven (7) calendar days after receipt of the dismissal notice.

### Process

Prior to the imposition of discipline which would result in loss of pay or position, a written notice of the intent to discipline must be given to the employee. Such notice shall inform the employee of:

1. The proposed disciplinary action.
2. The specific grounds and/or particular facts upon which the action is based.
3. The right to review the written materials upon which the proposed action is based.
4. The right to present written response to the charges to the Chief of Police or to request a meeting with the Chief of Police or designated representative to present any relevant information which they feel should be heard before discipline is imposed. Written responses or the request to meet with the Chief must be submitted within five (5) working days of receipt of the notice of proposed discipline.

In all cases, the Chief of Police may impose a disciplinary action resulting in salary reduction pursuant to Section 13.01 of the City of Livermore Personnel Rules and Regulations before completing the due process procedure if he/she deems the employee's presence at the job site creates a danger to any employee or person.

After considering such information as may be presented under due process, the Chief of Police shall prepare the notice of discipline and provide it to the employee. The notice shall include:

1. Findings concerning each allegation or violation charged.
2. The disciplinary action and date it is to be effective.
3. The employee's appeal rights.

### Appeal

No appeal involving loss of pay or position or any other disciplinary action will be entertained unless it is filed in writing with the City Manager within five (5) working days of the date the affected employee was notified of such action. A copy of the appeal shall also be filed with the Chief of Police. Verbal or written warnings or reprimands are not subject to appeal.

City Manager Appeal Authority. This section applies to all disciplinary actions eligible for appeal, except as provided for in the section "City Manager and Option to Use an Arbitrator."

If an employee is not satisfied with the decision of the Chief of Police, he/she, may either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Police Chief's determination. Such appeal should state the particulars of the grievance, and if possible, the determination desired. The grievance shall be investigated by the City Manager, or at his/her election, the Administrative Services Director, and a meeting shall 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; such decisions shall be final.

City Manager and Option to Use an Arbitrator: This section applies to the following types of disciplinary action: a suspension without pay of over 80 hours or a reduction in pay equivalent to

or more than two pay periods for violating safety rules of major significance pursuant to the Section 13.01 of the City of Livermore's Personnel Rules and Regulations, and termination of employment for disciplinary reasons.

If an employee is not satisfied with the decision of the Chief of Police regarding a decision covered by this section, he/she may either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Chief of Police's determination. In addition, the employee or the City may request that the appeal hearing be conducted by an Arbitrator. When either or both request the use of the Arbitrator, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing which record will include a non-binding opinion by the Arbitrator. The purpose of the Arbitrator's opinion is to provide additional information which may be considered by the City Manger in reaching the final decision. The City Manager may decide to be present at the hearing or may make a final decision based on the record created by the Arbitrator. A final decision will be rendered by the City Manager. The purpose of the record created by the Arbitrator will be for the use of the Superior Court if a lawsuit or appeal is filed against the City Manager's decision.

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 Association.

The process for selection of an arbitrator shall be as follows:

The names of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service. The parties shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator. Notwithstanding the foregoing, nothing shall prevent the parties from mutually agreeing to request the services of a given arbitrator to hear the dispute. The City and the Association agree to divide equally the cost of the arbitrator and the court reporter; each party bears their own legal representation costs.

The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

### ARTICLE III. DEFINITION OF WORKING DAYS

As used in this chapter, the number of working days specified as a maximum number of days within which an action must be taken, the number of working days shall be measured based on: (1) the regular working schedule of the individual responsible for initiating the discussion, complaint, grievance or appeal; or (2) the regular working schedule of the individual responsible for responding to any of the above.

## CHAPTER 7. ASSOCIATION ISSUES

### ARTICLE I. DUES

#### Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Association.

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 Association 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 Association certified as the recognized representative of the Association 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 Association 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 withholding will be made to cover the 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 Association dues deduction.
- E. The Association shall file with the City Manager an indemnity statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

### ARTICLE II. ASSOCIATION REPRESENTATIVES

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with the 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). Supervising employees shall not represent non-supervising employees with respect to disciplinary matters in the grievance procedure.

ARTICLE III. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association 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 operation of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, 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 or designee.

ARTICLE IV. CITY FACILITIES

City employees or the Association 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 desk, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE V. BULLETIN BOARDS

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

- A. All matters must receive the approval of the Chief of Police or his designated representative.
- B. All materials must be dated and must identify the Association 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 Association may appeal such denial to the Administrative Services Director.

- D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Association's materials.
- E. If the Association 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 Association 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 Association, 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.

ARTICLE VII.           NO DISCRIMINATION

There shall be no discrimination based on race, creed, color, national origin, sex or legitimate Association activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

CHAPTER 8. MISCELLANEOUS

ARTICLE I.           WORK SCHEDULES

Effective December 6, 1999 it is the intent of the Department, based on current circumstances to present team effort scheduling.

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 position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for Police Lieutenants and Police Captains shall be a period of not less than twelve (12) months with retreat rights.

During the probationary period, an employee may be rejected at any time by the Chief of Police or division head after approval of 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 Administrative Services Director.

Prior to the completion of the probationary period, the Chief of Police or his designated representative shall file with the City Manager or Administrative Services Director 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 Administrative Services Director shall provide such notification to the affected employee.

Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to a position in the same class from which he/she was promoted unless he/she is 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 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.

Reassignment 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 Administrative Services Director and the Chief of Police, shall make the determination as to the employee's capability to perform the work.

The City Manager, after consultation with the Chief of Police, may authorize the retention of an employee despite that employee's position on a seniority list, if the employee is determined to have special skills which are required for effective operation of a critical municipal service.

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 positions.

### 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 two (2) years. Promotional re-employment lists shall take precedence over regular promotional lists.

Refusal to respond or accept a re-employment offer shall result in removal from the appropriate 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, if the employee has not been re-employed, he/she will be paid the accrued vacation in cash.

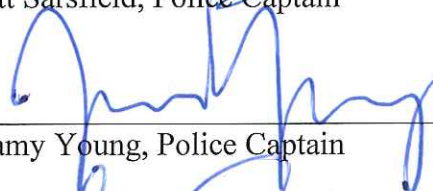
The City of Livermore may require that employees being re-employed successfully pass a medical examination administered by the City's physician.

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.

Executed this 29<sup>th</sup> day of June, 2017 by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representative

By   
Matt Sarsfield, Police Captain

By   
Jeramy Young, Police Captain

By   
Joe Draghi, Police Lieutenant

By   
Josh Ratcliffe, Police Lieutenant

By   
Mike Trudeau, Police Lieutenant

Employer Representative

By   
Marc Roberts, City Manager

By   
Douglas Alessio, Admin. Services Dir.

## **L.P.O.A., M.E.A.N., & POLICE MANAGEMENT EMPLOYEE'S PERSONAL LEAVE POLICY**

Personal Leave is a negotiated benefit available to LPOA, MEAN, and Police Management employees. An eligible employee must complete six consecutive months of satisfactory service before being entitled to use personal leave.

The use of personal leave time shall be at the employee's request, and with the prior approval of his/her supervisor.

Personal leave must be taken prior to the expiration of each year. For the purposes of personal leave, the year begins with the first pay period paid in January and ends with the last pay period paid in December.

An employee shall not be entitled to pay in lieu of personal leave, and it cannot be accrued and carried over from one year to the next. Personal leave must be used prior to termination, promotion, or transfer to a different representation group.

It is a good practice to use your personal leave prior to vacation leave. By doing so, you eliminate the possibility of losing it.

**CITY OF LIVERMORE**  
**POLICE MANAGEMENT SALARY SCHEDULE**  
**\$10,604 - \$16,138/month**  
Effective July 10, 2017

<b>Class Code</b>	<b>Classification</b>	<b>Salary Range</b>	
605	Police Captain	\$12,910.06	\$16,137.57
602	Police Lieutenant	\$10,604.70	\$13,255.87