



Memorandum of Understanding

November 15, 2022 through June 30, 2025

Lakeport Police Officers' Association
and
City of Lakeport

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MEMORANDUM OF UNDERSTANDING BETWEEN LAKEPORT POLICE OFFICERS' ASSOCIATION AND CITY OF LAKEPORT

NOVEMBER 15, 2022 THROUGH JUNE 30, 2025

This Memorandum of Understanding is made and entered into in the City of Lakeport, County of Lake, State of California (hereafter CITY), and representatives of the Lakeport Police Officers' Association (hereafter LPOA) pursuant to Government Code Section 3500 et seq. and the Employer Employee Relations Resolution of the City of Lakeport. In accordance with the Employer-Employee Relations Policy of the City of Lakeport, located in the City of Lakeport Personnel Rules, the City Manager, and or designee(s), is the Employee Relations Officer for the City of Lakeport.

The parties acknowledge that they have met and conferred in good faith, have freely exchanged information, opinions, proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding (MOU) is the product of the above-described meeting and conferring process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination, and representatives of the Lakeport Police Officers' Association agree to present this Memorandum of Understanding to their membership for acceptance and approval.

ARTICLE 1. DEFINITIONS

1.1 Employer

The term "City" referred to herein shall be the City of Lakeport.

1.2 Association

The term "Association" referred to herein shall be the Lakeport Police Officers' Association.

1.3 Employee

The term "Employee" referred to herein shall be all full-time employees of the City of Lakeport listed in Article 2 of this MOU.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive bargaining agent for the classes listed below, for all matters within the scope of representation:

Police Officer I, II, III
Detective
Sergeant

ARTICLE 3. HIRING PROVISIONS

3.1 Non-Discrimination

No employee covered by this agreement shall be discriminated against by the City, or by the Association, by reason of race, color, religion, age, national origin, ancestry, citizenship, sex, gender, sexual identity, physical or mental disability, medical condition, marital status, sexual orientation or any other basis protected by law.

3.2 Employment

The City shall not discharge or otherwise discriminate against any employee by reason of Association activities not interfering with the proper performance of his/her work.

ARTICLE 4. CITY RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services. It is agreed that during the term hereof, the City shall not be required to meet and confer on matters which are solely a function of management, including the right to:

- a. Determine and modify the organization of City government and its constituent work units.
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- c. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
- d. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- e. Direct employees, including scheduling and assigning work, , and overtime.
- f. Establish employee performance standards and to require compliance therewith.
- g. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
- h. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- i. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU that are outside the scope of bargaining
- j. Take all necessary actions to protect the public and carry out its mission in emergencies.
- k. Determine the content of job classifications.
- l. Contract out and transfer work out of the bargaining unit.

Decisions under this Article shall not be subject to the grievance procedure located in the City of Lakeport Personnel Rules.

ARTICLE 5. EMPLOYEE RIGHTS

Employees of the City shall have the right to form, and participate in the activities of the employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations, including, but no limited to wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of his/her exercise of these rights.

ARTICLE 6. WAGES, HOURS AND WORKING CONDITIONS

6.1 Salaries

- 6.1.1 Salaries General - There shall be the following increase to base salary effective for employees covered by this agreement. Salary Schedules are attached to this Memorandum of Understanding. Salary increases will begin at Step A, and employees will receive 5% for each step, thereafter. The numbers have been rounded up or down to the nearest dollar.

Effective September 18, 2022, all members of this bargaining unit shall receive an 8.5% increase in salary.

Effective the first full pay period after July 1, 2023, all members of this bargaining unit shall receive a COLA increase of 3%.

Effective the first full pay period after July 1, 2024, all members of this bargaining unit shall receive a COLA increase of 3%.

The POA accepts the compaction increases noted in the City's offer of 9/22/2022 and found in salary schedules attached to this MOU.

The POA also accepts the cash retention bonus noted in the City's offer of 9/22/2022: For members employed as an officer or sergeant on 9/7/2022, the city will pay a retention bonus of \$5,000 for members employed as an officer/sergeant for 3 years or less. For members employed as an officer or sergeant on 9/7/2022, the city will pay a retention bonus of \$10,000 for members employed as an officer/sergeant for more than 3 years.

- 6.1.2 Field Training Officer –Those qualified and assigned FTO duties will receive a 5% pay differential for the actual time spent in the supervision and training of new police officers during their field training only.
- 6.1.3 Shift Differential Pay - Those working regular, or overtime shifts designated by management as “swing” shift or “graveyard” shift will be paid \$1.50 per hour for those hours worked within the designated shift. For example, a typical swing shift would be hours worked between 4:30 p.m. and 2:30 a.m. and a typical graveyard shift would be hours worked between 8:30 p.m. and 6:30 a.m.

Any officer assigned to Swing or Graveyard shift, who is called in early or held over beyond the assigned shift is not entitled to the shift differential for hours beyond the assigned shift. However, appropriate overtime will be paid, if required. As an example, an officer assigned to Graveyard shift who is asked to report to work two hours early for operational needs, would be paid overtime, if required, on the additional two hours but shift differential would only apply for the normal ten hours. While the department works the 4-10 schedule, there should be no more than ten hours of shift differential pay per shift.

- 6.1.4 Sixth Step- After an employee has been at the "E" step of a certain Range for two (2) years, that employee shall be elevated to the "F" step which shall reflect a 5% salary increase.
- 6.1.5 Canine Officer – It is recognized that the officer who has the responsibility for the police dog has additional duties associated with the care and feeding of the animal. The City therefore wishes to fairly compensate the individual for these special tasks not associated with the regular responsibilities of a police officer, to comply with the Fair Labor Standards Act (FLSA). The City will pay the canine officer an additional three and one half (3.5) hours per week for these specific tasks.
- 6.1.6 Merit Increase – Employees are not eligible for a merit increase from step A to step B until the twelve-month anniversary i.e., end of probation.
- 6.1.7 Payday - Employees shall be paid bi-weekly on every other Friday. Payment will reflect the number of hours worked at the employee's hourly rate.
- 6.1.8 Investigations - The City and LPOA agree to meet and confer during the term of this MOU to discuss the Investigations pay.
- 6.1.9 Supervisor Trainee - At the Police Chief's discretion, up to two Officers may be designated as Supervisor Trainee and receive a premium of 5% of base wages for the pay periods assigned. Supervisor Trainee designation is a one-year collateral duty assignment that is offered in conjunction with existing duties and may be terminated at the Police Chief's direction without due process.
- 6.1.10 Promotion – Upon the two-year anniversary of any Police Officer I, the employee shall be provided a performance review for promotional consideration to Police Officer II. An employee will be considered for promotion that has an overall positive performance evaluation and no areas of deficiency.
- 6.2 Additional Incentives
- 6.2.1 POST Certification Incentive – The City shall add to the base salary of each permanent full-time employee who has been awarded an Intermediate and/or Advanced Certificate from POST the following amounts with maximum incentive not to exceed 5%:
- | | |
|---|------|
| POST Intermediate Certificate | 2.5% |
| POST Advanced Certificate | 2.5% |
| POST Intermediate and Advance Certificate | 5% |
- 6.2.2 Temporary out of Class Pay – Employees directed to work in a higher classification shall, after seven (7) days in such assignment during a twelve (12) months period, receive a five percent (5%) adjustment in base pay for the duration of the assignment.

6.3 Uniform Allowance and Equipment Issuance

- 6.3.1 Uniform Allowance - The City agrees to pay uniform allowance as follows: Police Officers/Sergeants: \$817.50 per fiscal year. Payment of 1/24th of the uniform allowance shall be included with the employee paycheck. New hires will receive payment upfront and will then begin receiving 1/24th of the uniform allowance included with the employee paycheck.
- 6.3.2 Equipment - The City shall provide each sworn employee with an initial issuance and replace as the City deems necessary all state mandated safety equipment: including the following items:

Soft body armor vest	Sam Browne belt
Service weapon and service ammunition	Rain gear
Holster	Chemical agent and holder
Handcuffs and case	Whistle
Flashlight	Helmet and Face Shield

All such equipment shall be selected by and remain the property of the City and shall be returned upon the request of the City.

- 6.3.3 Take Home Vehicle - Management shall authorize and control official use of vehicles through department policy. Take home vehicles shall be restricted to travel within Lake County.

6.4 Retirement

- 6.4.1 PERS Retirement - All eligible (classic) sworn members will be enrolled in the Public Employees' Retirement System plan commonly known as 3% @ 55. The plan shall also provide the highest final year compensation factor and conversion of unused sick leave to service credit. IRS provision 414 (h)(2) shall also be implemented to provide for payment of employees' share of PERS premium from non-taxed dollars. Employees shall pay 9% of pensionable compensation. The City shall pay the full employer share of PERS premiums.

Effective January 1, 2013, all employees, hired after the effective date, as defined by PEPR as "new members" shall pay 50% of the total normal cost for the Safety PERS pension formula of 2.7%@57 as determined by Cal PERS.

- 6.4.2 Retirement Medical Benefit (Tier 1) *To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City:* For regular, full-time employees hired before April 5, 1999 retiring from the city of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:

- 6.4.2.1 To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan prior to the effective date of retirement and continuing eligibility information for dependent(s) must be provided annually.
- 6.4.2.2 Retirement as used in this MOU shall mean separation from city service due to voluntary retirement, retirement due to the employee's sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to POA members.
- 6.4.2.3 To be eligible the retiree and dependent(s) must elect to continue with such coverage immediately upon retirement of eligible employee. Thereafter retirees and dependent(s) are ineligible to participate in the City's offered program.
- 6.4.2.4 To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution *to the health insurance program* offered through City's primary health insurance plan *provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage also enrolls in Medicare part D*. This requirement shall also apply to eligible dependent(s).
- 6.4.2.5 Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.
- 6.4.2.6 If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit.
- 6.4.2.7 Employees represented by Lakeport Police Officers Association unit have been provided permission to enroll in Operating Engineer's medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.
- 6.4.2.8 City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

- 6.4.2.9 The benefits provided under this section will continue for such retired employees and their legal dependent(s), if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse until the spouse dies or remarries. In addition, the benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue Service dependent until such children reach the age of disqualifications as stated in the current health plan contract or the spouse remarries, whichever occurs earliest.
- 6.4.2.10 Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.
- 6.4.2.11 Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
- 6.4.2.12 Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.
- 6.4.2.13 Retirement Medical Benefit (Tier 1A) Employees retiring after 7/1/2016, will be subject to the following exceptions:
- The benefit will extend to the retiree only. Dependents may not enroll in the plan.
 - The benefit amount (city contribution) is set at \$550 per month for an early retiree (pre-Medicare) and \$350 per month for retirees who have attained the age of 65 or have otherwise become eligible for Medicare.
 - All other provisions in this section remain in force.
- 6.4.3 Retirement Medical Benefit (Tier 2) - To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City: For regular, full-time employees hired after April 5, 1999 but before July 1, 2005, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay towards the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:

- 6.4.3.1 To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan prior to the effective date of retirement and continuing eligibility information for dependent(s) must be provided annually.
- 6.4.3.2 Retirement as used in this MOU shall mean separation from city service due to, voluntary retirement, retirement due to the employee's sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.
- 6.4.3.3 To be eligible the retiree and dependent(s) must elect to continue with such coverage immediately upon retirement of eligible employee. Thereafter retirees and dependent(s) are ineligible to participate in the City's offered program.

City contribution towards retiree and dependent(s) medical coverage benefit for those retiring with Service Retirement is based on the following formula:

<u>Years of Continuous Service</u>	<u>% of Cost Covered by City</u>
12	40
15	60
18	80
21	100

City contribution towards retiree and dependent(s) medical coverage benefit for those retiring as a result of industrial injury is based on the following formula.

<u>Years of Continuous Service</u>	<u>% of Cost Covered by City</u>
5 plus	50
10 plus	100

- 6.4.3.4 To continue eligibility retirees and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to *the health insurance program offered through City's primary health insurance plan provided the employee enrolls in the applicable public health benefit program described above and for prescription drug coverage also enrolls in Medicare part D.* This requirement shall also apply to eligible dependent(s).
- 6.4.3.5 Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to

continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

- 6.4.3.6 If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Police Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)
- 6.4.3.7 City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.
- 6.4.3.8 Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.
- 6.4.3.9 Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
- 6.4.3.10 Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.
- 6.4.3.11 Retirement Medical Benefit (Tier 2A) Employees retiring after 7/1/2016 will be subject to the following exceptions:
 - The benefit will extend to the retiree only. Dependents may not enroll in the plan.
 - The benefit amount (city contribution) is set at \$550 per month for an early retiree (pre-Medicare) and \$350 per month for retirees who have attained the age of 65 or have otherwise become eligible for Medicare.
 - The city contribution of \$550 or \$350 shall be awarded to employees having attained the requisite 21 years of service and in the 100% category detailed in

section 6.4.3.3. (An employee with 12 years of service would receive 40% of the city contribution).

- All other provisions in this section remain in force.

6.4.4 Retirement Medical Benefit (Tier 3) - *To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City:* For employees hired after July 1, 2005, and retiring from the City of Lakeport under Service or Industrial Injury retirement provisions, City agrees to allow enrollment in City group medical plans at retiree's expense. This option shall cease upon death of retiree, though dependent(s) shall be provided COBRA or other *legally required* notice and benefits if they choose to stay in City group medical plan for the period of such COBRA benefit.

6.4.4.1 To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan prior to the effective date of retirement and continuing eligibility information for dependent(s) must be provided annually.

6.4.4.2 Retirement as used in this MOU shall mean separation from city service due to, voluntary retirement, retirement due to the employee's sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

6.4.4.3 To be eligible the retiree and dependent(s) must elect to continue with such coverage *within thirty (30) days of the eligible employee's retirement date*. Thereafter retirees and dependent(s) are ineligible to participate in the City's offered program.

6.4.4.4 To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution for companion care program if offered through City's primary health insurance plan. This requirement shall also apply to eligible dependent(s).

6.4.4.5 Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain "qualifying events" allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree's dependents become eligible.

6.4.4.6 If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose the ability to participate in the City's group insurance program.

- 6.4.4.7 Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
- 6.4.4.8 Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's employer, and his/her employer's coverage shall be considered primary.

6.4.5 No Retiree Medical Benefit will be provided for employees hired after January 1, 2006, other than described above.

6.5 Workday/Work Period

- 6.5.1 Workday: The City agrees that the normal workday for all represented members of the Association shall be 10 hours. Under unusual conditions, such as operational necessity, emergency, light duty or training assignments, management may temporarily shorten or extend the number of hours in a normal workday. No regularly scheduled workday shall be less than 8 hours. Nothing in this provision shall preclude management from scheduling in-house training sessions that are less than 8 hours in length.
- 6.5.2 Work Period: The normal work period for all sworn classifications covered by this MOU shall be eighty (80) hours within a fourteen (14) day period. The work period begins at 12:00 am on Sunday and ends at the end of fourteen days at 11:59 pm on Saturday. Any workday beginning on a Saturday shall be considered to have been completed in that same work period. (Example: a graveyard workday beginning at 8:00 pm on a Saturday in one work period and ending at 6:00 am on Sunday in a separate work period shall be considered to have been entirely worked in the first period.
- 6.5.3 Workday/ Work Period School Resource Officer - Should the City allocate a School Resource Officer position/assignment, the City reserves the right to determine the schedule/hours of work for said position/assignment.

6.6 Overtime

- 6.6.1 Overtime - Overtime for all sworn classifications covered by this MOU is based on an eighty (80) hour work period in accordance with the 7(K) exemption of the Fair Labor Standards Act. Any work performed in excess of a regularly scheduled work hours or in excess of eighty (80) hours in a work period shall be compensated for at the rate of one and one-half times. (Examples: an employee assigned to a ten-hour patrol shift shall be compensated at the overtime rate for any

work in excess of ten hours: an employee on light duty assigned eight hours per day shall be compensated at the overtime rate for any work in excess of eight hours.) The City Council, City Manager, or Department Head must approve all overtime.

6.6.2 Compensatory Time - Association members at their option will either be paid or elect to accrue overtime in the form of "comp time" to be accrued at time and one-half up to a maximum comp time bank of 120 hours. Once an association member accrues the maximum of 120 hours, all additional overtime shall be paid overtime during the fiscal year it is earned.

6.6.3 Court Time, Call Out and Staff meeting pay – The minimum hours of compensation shall be four (4) hours, paid at the overtime rate. The same minimum of hours of compensation and rate of pay applies for any instance in which an employee is called to duty on other than a regular duty or continuation shift.

To be eligible to receive court time pay, the officer must actually appear for the court session to which he is subpoenaed or otherwise requested to appear by the District Attorney. Officers are required to check with the District Attorney's office and Lakeport Police Department clerical staff to confirm whether the case scheduled is still to be heard that day. Any officer not checking ahead, and reporting will not be paid if the case was rescheduled or cancelled in advance of reporting for court time.

6.6.4 Training Minimum Pay - The exception to the above is monthly or special Lakeport Police Department staff meetings called by management that would be paid at overtime rate for actual hours attended with minimum hours paid of one (1) hour.

6.7 Sick Leave – Accrual and Compensation for Unused

Association members shall accrue one workday of sick leave for each calendar month of service spent as a City employee. Such an accrual shall take place on a monthly basis. No accrual shall take place for any period in which the employee is in a non-paid status.

6.7.1. When an employee dies or is otherwise separated from City employment for any reason, except termination for disciplinary just cause, the City shall pay for unused sick leave as follows:

<u>Completed Service</u>	<u>Sick Leave Paid Off</u>
5 through 10 years continuous service	10.0%
Start of 11th year through completion of year 15	20.0%
Start of 16th year through completion of year 20	35.0%
Start of year 21 and thereafter	50.0%

6.7.2. Buy-out of sick leave hours is at the employee's normal rate of pay at the time of conversion. If employment is terminated due to death the sick leave buy-out benefit will be paid to the employee's estate.

6.7.3. The maximum pay-out of 50% of accumulated sick leave at the time of separation of service as defined above remains at a cash value not to exceed 800 hours.

6.8 Holidays

Association members shall be paid one workday's compensation for each of the listed holidays . Compensation for the holidays shall be paid on an annual payment system to all employees covered by the MOU. Holiday pay will be paid during the pay period the holiday occurred.

6.8.1. Association members shall be entitled to the following holidays with pay:

New Year's Day	Columbus Day
Martin Luther King Junior Day	Veteran's Day
President's Day	Thanksgiving Day & Day After
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

6.9 Bereavement Leave

6.9.1 An employee shall receive bereavement leave of twenty-four (24) hours for an in-state incident, or forty (40) hours for an out-of-state incident, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, stepchild, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

6.9.2 Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident.

6.9.3 Said bereavement leave is separate and shall not be credited against other forms of leave. The employee shall use bereavement leave before he/she makes use of accrued sick time.

6.10 Integration/Coordination of Leaves with State Disability Insurance

For leaves qualifying for State Disability Insurance or Paid Family Leave, the City will allow a coordination of leave benefits with SDI for members of the Lakeport Police Officers Association. Coordination of benefits only applies to paid leave that is available in an employee's sick, vacation, or CTO bank and is subject to rules of SDI.

6.11 Recruitment Incentives

In order to recruit qualified candidates, the City Manager or designee may negotiate comparable accrual rates for sick leave or vacation leave but may not offer banked time not earned at the City of Lakeport.

6.12 <blank>

6.13 Discipline

The City of Lakeport Personnel Policies section ARTICLE XIV SECTION 7 shall be amended to read as follows: A regular, for-cause employee may appeal from a final notice of discipline that is greater than a 5 working day suspension without pay, by delivering a written answer to the charges and a request for appeal to the City Manager or designee for an appeal by an appeal committee. The written answer and request for appeal must be received no later than 10 calendar days from the date of the department head's decision.

6.13.1 The appeal shall be heard by an appeal committee consisting of one management employee/representative, one POA employee/ representative and an independent representative with public sector experience ("Appeal Committee.").

6.13.2 The costs of the Appeal Committee, if any, shall be borne jointly. Either party may request that the hearing be transcribed and the party so making the request shall bear the expense of the transcript.

6.13.3 The Appeal Committee shall have the authority to conduct the hearing in the same manner as provided in Section 6 above and make findings of fact and conclusions about the discipline. The Appeal Committee will render its decision based on the weight of the evidence and such decision shall be final. This decision shall be served on both the employee and City Clerk. The Appeal Committee's decision is final but reviewable by an administrative writ of mandate.

ARTICLE 7. INSURANCES

7.1 Insurance Premiums

The CITY agrees to pay towards the cost of LPOA unit employee health, vision, and dental/orthodontic insurances premiums are as follows:

7.1.1 Health Insurance

For the REMIF administered medical insurance plan, the City will contribute seventy-six percent (76%) of the monthly premiums and association members twenty-four percent (24%) of the monthly premiums.

It is agreed that the City paid portion of the premiums will be calculated as a percentage of the premium for the selected plan rounded up or down to the closest dollar. The 76%-24% premium sharing shall begin in the first month when the City is billed for the new REMIF-sponsored plan health premiums. The 24% of premium cost shall be made by way of payroll deduction from each twice a month check as has been the standard past practice.

7.1.2 Dental Insurance

For the REMIF administered Delta Dental Plan, the City will contribute the entire premium for the duration of this MOU.

7.1.3 Vision Insurance

For the VSP vision insurance plan, the City will contribute the entire premium for the duration of this MOU.

7.2 PORAC Life Insurance Plan

For the life insurance plan written by PORAC, the City will reimburse the sum of \$29.70/monthly per covered employee. This plan also includes Long-Term Disability Insurance.

7.3 REMIF EAP

The City will pay the premium for the REMIF administered Employee Assistance Program.

7.4 State Disability Insurance

The City shall continue to reimburse Association members for 50% of the cost of State Disability Insurance (SDI), or 0.575% of total taxable income.

ARTICLE 8. PRIOR MOUS, RESOLUTIONS, ORDINANCES AND PRACTICES

All care and diligence were used in the preparation of this comprehensive MOU. With all parties having an opportunity for input and research, it is mutually agreed that this comprehensive MOU will supersede all previous MOUs and practices. It is agreed that all Resolutions and Ordinances in conflict with the provisions of this MOU may be repealed by the City Council without further need for meet and confer.

ARTICLE 9. CONTENT, TERMS AND RECOMMENDATIONS

9.1 Severability

If any article or section of this Memorandum of Understanding should be invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

9.2 Term

The term of this Memorandum of Understanding shall be from November 15, 2022, through June 30, 2025.

9.3 Parties Agree to Recommend MOU

The undersigned members of the Association and representatives of the City of Lakeport, having met and conferred in good faith, have reached agreement on the items contained herein and mutually agree to recommend to the Lakeport City Council and the general membership of the Association that the terms of this agreement be adopted.

9.4 Agreement to Meet and Confer

City and LPOA agree to commence negotiations for a successor Memorandum of Understanding on or about January 1, 2025.

Dated: _____, 2022

CITY OF LAKEPORT

Kevin M. Ingram, City Manager

Approved as to Form

Margaret E. Long, Attorney

LAKEPORT POLICE OFFICERS' ASSOCIATION

E-SIGNED by Dennis Wallach
on 2022-10-31 14:32:30 PDT

Dennis Wallach, Negotiator

E-SIGNED by Ryan Cooley
on 2022-10-31 17:36:31 PDT

Ryan Cooley, Representative

E-SIGNED by Andrew Welter
on 2022-10-31 20:08:33 PDT

Andrew Welter, Representative

2022-23 Police Unit (POA) Table							
Classification Name	Classification No.	A	B	C	D	E	F
Police Officer I	PO177	4,731	4,968	5,216	5,477	5,751	6,039
Police Officer II	PO197	5,227	5,488	5,762	6,050	6,353	6,671
Police Officer III	PO217	5,775	6,064	6,367	6,685	7,019	7,370
Detective, Sergeant	PO237	6,381	6,700	7,035	7,387	7,756	8,144

2023-24 General Unit (POA) Table							
Classification Name	Classification No.	A	B	C	D	E	F
Police Officer I	PO177	4,875	5,119	5,375	5,644	5,926	6,222
Police Officer II	PO197	5,386	5,655	5,938	6,235	6,547	6,874
Police Officer III	PO217	5,950	6,248	6,560	6,888	7,232	7,594
Detective, Sergeant	PO237	6,575	6,904	7,249	7,611	7,992	8,392

2024-25 General Unit (POA) Table							
Classification Name	Classification No.	A	B	C	D	E	F
Police Officer I	PO177	5,020	5,271	5,535	5,812	6,103	6,408
Police Officer II	PO197	5,546	5,823	6,114	6,420	6,741	7,078
Police Officer III	PO217	6,127	6,433	6,755	7,093	7,448	7,820
Detective, Sergeant	PO237	6,771	7,110	7,466	7,839	8,231	8,643