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

JULY 1, 2016 THROUGH JUNE 30, 2018

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

JULY 1, 2016 THROUGH JUNE 30, 2018

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 list below, for all matters within the scope of representation:

Police Officer I, II, III
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, work hours, 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.
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. Employees of the City also have the right to represent themselves individually in their employment relations with the City. 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 There shall be a ten percent (10%) increase to base salary effective July 16, 2016 for employees covered by this agreement. Salary Schedules are attached to this Memorandum of Understanding. Salaries have been rounded up or down to the nearest dollar.

6.1.2 Field Training Officer – Those qualified and assigned FTO duties will receive a 5% bonus 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 shifts designated by management as "swing" shift or "graveyard" shift will be paid $.83 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 two (2) 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 Signing Bonus – A one-time, cash payment of $2,500 will be paid on the first full pay-period after January 1, 2017. The payment will be afforded to all members covered by this agreement and employed on January 1, 2017. The one-time payment meant to retain employees; is taxable income; and is unrelated to merit or services performed.

6.1.8 Investigations - An Officer assigned to Investigations shall receive a premium of 5% of base wage for the Pay-period(s) so assigned, effective July 16, 2016.

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 Acting Pay – Employees directed to work in a higher classification shall, after fifteen (15) 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 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.

6.3.2 City shall provide each sworn employee an initial issuance and replace as 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 15 miles of the Police Department building.

6.4 Retirement

6.4.1 On or about July 1, 2012, the City's contract with PERS shall be amended to provide retirement benefits under the Public Employees' Retirement System plan commonly know as 3% @ 55. The City's plan shall also provide 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 the full employees' share of PERS premiums. The City shall pay the full employer share of PERS premiums.

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013.

The City and LPOA agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Safety PERS pension formula 2.7%@57, which is currently 11.5% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 3%@55 Safety PERS formula, which is a 9% employee contribution, with a one-year final compensation period.

The PEPRA defines a "new member" as : a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; c) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

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 retiree 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. (Note: employees represented by Lakeport Police Officers Association unit have been provided permission to enroll in Operating

6.4.2.7 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 retiree 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:

Years of Continuous Service	% of Cost Covered by City
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

Years of Continuous Service	% of Cost Covered by City
5 plus	50
10 plus	100

6.4.3.4 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 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 eligible employees retirement date*. Thereafter retiree 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 Work Day/Work Period

6.5.1 Work Day: 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 work day 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. The City may, at its discretion, implement the use of 3-4-12 schedule, whereby the employee works three 12-hour days in one week followed by four 12-hour days in the following week.

6.5.2 Work Period: The City agrees that the normal work period for all represented members of the Association shall be 40 hours. The work period begins at 12:00 am on Sunday and ends at 11:59 pm on Saturday. Any work day beginning on a Saturday shall be considered to have been completed in that same work period.

(Example: a graveyard work day 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 Work Day/ 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 - Any work performed in excess of a regularly scheduled work hours or in excess of forty 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, officer must actually appear for court session to which he is subpoenaed or other wise requested to appear by District Attorney. Officers are required to check with District Attorney's office and Lakeport Police Department clerical staff to confirm whether 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.

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 work day of sick leave, for each calendar month of service spent as a City employee. Such 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:

Completed Service	Sick Leave Paid Off
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 work day'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. These payment(s) shall be made on the second pay period in June and then again on the first pay period in December. When an employee separates from City service, for purposes of calculating holiday pay, he or she shall be paid for all holidays that have occurred since the last holiday pay was received, through the employee's last day of employment with the City.

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

New Year's Day
Martin Luther King Junior Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day and Day after Thanksgiving
Christmas Eve Day and Christmas Day
New Years 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.

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 as follows:

a. Employees shall be covered by the Operating Engineers Health, Vision, and Dental Insurance plan. During the term of this Agreement, the City shall pay 80% of the premiums for that plan and employees shall pay the other 20% of the premiums for that plan.
b. During the term of this agreement, LPOA shall have the right to request re-entry into the REMIF insurances program at LPOA option.
c. In the event LPOA enrolls in insurances plan(s) with premiums exceeding the CITY contribution amounts as noted above, the balance will be LPOA unit employees' responsibility with such employee contribution to be made through payroll

deduction. If the premium changes on the existing plan (Plan D), the 80/20 percentage split shall remain.

d. In the event that a federal or statewide change in the delivery of medical, or vision and/or dental insurances is instituted–such as the creation of a statewide single payer program–CITY and LPOA agree to meet and confer over the distribution of any savings realized or additional costs incurred by CITY for such a plan, including potential increases/decreases in salaries and other types of compensation to members of LPOA unit.

7.2 PORAC Life Insurance Plan

For the life insurance plan written by PORAC, the City will reimburse the sum of $21.50/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 was 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 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 July 1, 2016 through June 30, 2018.

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, 2018

Dated: 7/5 **, 2016**

CITY OF LAKEPORT

Margaret Silveira, City Manager

LAKEPORT POLICE OFFICERS ASSOCIATION

Joe Wildman, Business Agent

Michael Sobieraj, Representative

Dale Stoebe, Representative

CITY OF LAKEPORT - Monthly Salary Ranges with Steps
LAKEPORT POLICE OFFICERS ASSOCIATION
7/1/2016

		Steps					
Job Classification	Range	A	B	C	D	E	F
Police Officer I	38.6	3766	3956	4159	4362	4579	4810
Police Officer II	39.6	3940	4135	4345	4562	4792	5029
Police Officer III	40.6	4120	4325	4543	4770	5008	5255
Sergeant	43.6	4708	5077	5190	5453	5723	6012