

ITEM: APPROVE MEMORANDUM OF UNDERSTANDING WITH LATHROP POLICE OFFICERS ASSOCIATION, ADOPT A BENEFIT PLAN FOR THE UNREPRESENTED CLASSIFICATIONS OF COMMANDER AND LIEUTENANT, AND ADOPT A RECRUITMENT INCENTIVE PLAN FOR SWORN CLASSIFICATIONS

RECOMMENDATION: Adopt a Resolution Approving a Memorandum of Understanding (MOU) with the Lathrop Police Officers Association (LPOA), Adopt a Benefit Plan for the Unrepresented Commander and Lieutenant Classifications, and Adopt a Recruitment Incentive Plan

SUMMARY:

In March 2021, the City Council adopted Resolution 21-4852 which approved the creation and funding of the Lathrop Police Department. City staff immediately began recruitment efforts and the transition process. Staff began onboarding Police Officers and Police Sergeants as early as in March 2022. The law enforcement transition from the Sheriff's Office to the Lathrop Police Department concluded at the end of June 2022, as the new Police Department went live on June 29, 2022. The proposed MOU provided for approval with this staff report represents the first MOU negotiated with the LPOA.

The City Council of the City of Lathrop adopted Resolution 22-5163, formally rescinding and replacing Resolution 91-152, by amending the existing Employee-Employer Organization Relations Resolution (EERR) to include Peace Officers and the right to be represented in separate units composed solely of such peace officers. The Lathrop Police Officer Association provided a Petition for Recognition and Certification as the exclusive employee organization representing the sworn positions of Police Sergeant and Police Officers. Pursuant to the EERR, the City Manager recognized the LPOA on October 24, 2022. Staff began negotiations with LPOA on November 2, 2022 and concluded on April 6, 2023. The Memorandum of Understanding (MOU) presented to Council for consideration and approval has been ratified by the members of the LPOA.

**CITY MANAGER'S REPORT
APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
APPROVE RESOLUTION ADOPTING AN MOU WITH LPOA, BENEFIT PLAN FOR
COMMANDER AND LIEUTENANT CLASSIFICATIONS, AND RECRUITMENT
INCENTIVE PLAN**

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Resolution 23-5242 approved a Sworn Compensation Plan to be used for the recruitment of sworn classifications and included incentive pay for POST certifications, education, uniform allowance and sick leave conversion at retirement. This plan expires upon adoption of the LPOA MOU. Since certain benefits were extended to the Commander and Lieutenant, which are unrepresented classifications, a benefit plan should be adopted to continue to offer these benefits to those classifications.

The Sworn Compensation Plan also included recruitment incentives offered to sworn candidates to attract them to employment with the Lathrop Police Department. In order to continue to offer recruitment incentives to qualified candidates a recruitment incentive plan should be adopted.

BACKGROUND

The City Council approved the creation of the Lathrop Police Department in March 2021 and this initiated the transition away from contracted police services with the San Joaquin County Sheriff's Department to our own police department. After extensive recruitment efforts, all lateral staff were hired, and the Lathrop Police Department began servicing the community on June 29, 2022.

Included in this report is a proposed MOU that is the result of good faith meet and confer negotiations with the LPOA pursuant to the California Government Code and the Employee-Employer Relations Resolution (EERR) 22-5163 adopted by the City Council. Pursuant to the City of Lathrop EERR, the City Manager recognized LPOA as the exclusive recognized employee organization and bargaining representative for Police Officers and Sergeants on October 24, 2022 and negotiations began on November 2, 2022.

The MOU establishes wages, hours, benefits and other terms and conditions of employment for employees represented by the LPOA. The MOU includes, but is not limited to, the following:

- Term of Agreement (expiring 7/1/26 to coincide with the term of the MOU's with other bargaining units)
- Compensation
 - 4% COLA's which are the same as the other city employee MOU's
 - Overtime
 - Special assignment pay
 - POST Certification pay
 - Education Incentive Pay
 - Holiday Pay
 - Call back and Stand-by pay
 - Education Reimbursement

APRIL 10, 2023 CITY COUNCIL REGULAR MEETING**APPROVE RESOLUTION ADOPTING AN MOU WITH LPOA, BENEFIT PLAN FOR COMMANDER AND LIEUTENANT CLASSIFICATIONS, AND RECRUITMENT INCENTIVE PLAN**

In order to aid in the recruitment process, the City Council adopted a Sworn Compensation Plan that has been updated and extended through the process of hiring sworn staff. This document outlines certain pay and benefits that are typically included as part of a negotiated MOU. Since an association for the Police Officers and Sergeants was not formed until after the majority of the current Police Officers and Sergeants were hired, and it is a new department, there was not an MOU in place at that time. While the MOU will replace the items contained in the Sworn Compensation Plan for those positions represented by LPOA, certain benefits were also extended to the unrepresented classifications of Commander and Lieutenant. Staff proposes that Council adopt a benefit plan to include certain benefits to be provided to these classifications.

The Sworn Compensation Plan also included recruitment incentives for hiring sworn staff. In a competitive market for sworn classifications, staff is recommending that a recruitment incentive plan be adopted to continue to offer these valuable recruitment incentives. This plan can be implemented, as necessary, at the discretion of the City Manager based on the need to offer such incentives.

REASON FOR RECOMMENDATION:

City Staff and LPOA have negotiated in good faith since November 2, 2022. We have agreed upon terms and conditions that are in the best interest of both parties to provide competitive compensation and benefits to the employees represented by this proposed MOU. With the expiration of the current Sworn Compensation Plan, staff is recommending that a benefit plan be adopted to continue to offer certain benefits to the unrepresented classifications of Commander and Lieutenant. Additionally, the adoption of a recruitment incentive plan will allow the City to offer certain benefits for sworn staff positions. This will allow the City to remain competitive in the current market for sworn classifications.

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APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
APPROVE RESOLUTION ADOPTING AN MOU WITH LPOA, BENEFIT PLAN FOR
COMMANDER AND LIEUTENANT CLASSIFICATIONS, AND RECRUITMENT
INCENTIVE PLAN

FISCAL IMPACT:

The financial impact to the City contained in the compensation section above and during the term of the proposed MOU is shown in the table below:

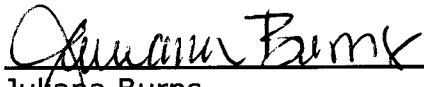
Fiscal Year	2022/23	2023/24	2024/25	2025/26
Total	\$151,501	\$630,243	\$655,452	\$681,670

ATTACHMENTS:

- A. Adopt a Resolution approving the MOU with LPOA, a Sworn Compensation Plan for Unrepresented Classifications of Commander and Lieutenant Classifications, and a Recruitment Incentive Plan
- B. Lathrop Police Officers Association MOU
- C. Benefit Plan for Commander and Lieutenant Classifications
- D. Recruitment Incentive Plan

CITY MANAGER'S REPORT
APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
APPROVE RESOLUTION ADOPTING AN MOU WITH LPOA, BENEFIT PLAN FOR
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INCENTIVE PLAN

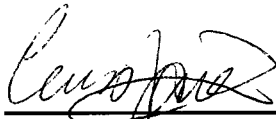
APPROVALS:



Juliana Burns
Director of Human Resources

4/6/23

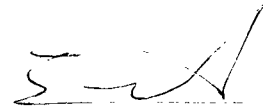
Date



Cari James
Director of Finance

4/6/2023

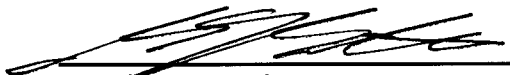
Date



Salvador Navarrete
City Attorney

4-6-2023

Date



Stephen J. Salvatore
City Manager

4.6.23

Date

ATTACHMENT A

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LATHROP POLICE OFFICERS ASSOCIATION (LPOA), ADOPT A BENEFIT PLAN FOR THE UNREPRESENTED COMMANDER AND LIEUTENANT CLASSIFICATIONS, AND APPROVE RECRUITMENT INCENTIVES

WHEREAS, in March 2021, the City Council adopted Resolution 21-4852 which approved the creation and funding of the Lathrop Police Department; and

WHEREAS, staff began onboarding Police Officers and Police Sergeants as early as March 2022 and the Association for the Police Officers and Sergeants was not formed until after the majority of the current Police Officers and Sergeants were hired. Since it was a new department, there was not an MOU in place at that time; and

WHEREAS, pursuant to the City of Lathrop Employee Employer Relations Resolution, the City Manager recognized LPOA as the exclusive recognized employee organization and bargaining representative for Police Officers and Sergeants on October 24, 2022; and

WHEREAS, City staff and representatives of LPOA met and conferred in good faith to establish an MOU which establishes wages, hours, benefits and other terms and conditions of employment for employees represented by the LPOA; and

WHEREAS, the term of the proposed LPOA MOU would be April 15, 2023 to July 1, 2026 to coincide with the expiration date of the MOU's with LMCEA and SEIU; and

WHEREAS, adopting a Benefit Plan for the unrepresented classifications of Commander and Lieutenant will allow those classifications to continue to receive certain benefits including incentive pay for POST certifications, education incentive pay, uniform allowance and sick leave conversion at retirement; and

WHEREAS, adopting a Recruitment Incentive Plan will allow the City to continue to offer recruitment incentives at the discretion of the City Manager to be implemented as necessary based on the need to offer such incentives;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the proposed MOU with LPOA, adopts a Benefit Plan for the classifications of Commander and Lieutenant, and adopts a Recruitment Incentive Plan.

The foregoing resolution was passed and adopted this 10th day of April 2023, by the following vote of the City Council, to wit:

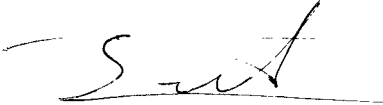
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT B

**CITY OF LATHROP &
THE LATHROP POLICE OFFICERS ASSOCIATION**

MEMORANDUM OF UNDERSTANDING



TERM

APRIL 15, 2023 TO JULY 1, 2026

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ARTICLE I. PARTIES TO MEMORANDUM OF UNDERSTANDING

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

ARTICLE II. RECOGNITION

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

ARTICLE III. STATE AND FEDERAL LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, in that parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees.

Further, the parties understand that the terms of this agreement must comply with the legal requirements of State and Federal law. In the event that a term of this agreement does not comply with legal requirements, the parties shall promptly meet to update the invalid language.

ARTICLE IV. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of the its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotional; 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. The City’s use of its rights shall be consistent with the City’s adopted Personnel Rules.

ARTICLE V. DISCRIMINATION

The City and LPOA agree not to discriminate against any employee for Association activity or on the basis of race, color, national origin, ancestry, sex (including gender identity), religion, creed, physical or mental disability, medical condition, marital status (including registered domestic partner status), sexual orientation, age, or any other basis protected by federal, state or local law

ARTICLE VI. TERM

Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective April 15, 2023 (the first full pay period following City Council approval) and shall expire July 1, 2026.

ARTICLE VII. WORK PERIOD

City of Lathrop law enforcement employees have a 28-day work period.

ARTICLE VIII. WORK SCHEDULE

A. Regular Workweek Police Professional Staff

The normal workweek for Police Professional Staff is defined as either the traditional workweek consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9 hour work days Monday through Thursday, 8 hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days, Monday- Friday. Where operational requirements of a department require deviations from the present schedule, the City Manager may institute alternate work schedules, consistent with provisions of the State Law.

B. Regular Workweek for Patrol

The available work schedules for patrol are 4/10's or 3/12's. Where needs of the department require deviations from the present schedule, the Chief of Police may institute alternate work schedules, consistent with operational needs, and/or by provisions of department policy, or state law. The Chief of Police may change the beginning and ending times of a shift after providing written notification to LPOA.

LPOA reserves the right to Meet and Confer in regard to the scheduled for a 4-10 schedules on expiration of this contract.

ARTICLE IX. WAGES

A. Salaries

There shall be a four percent (4%) cost-of-living increase for Fiscal Year 2023, 2024 and 2025; beginning the first full pay period in July 2023, July 2024 and July 2025.

B. Step Increases

Step increase will be issued upon completion of probationary period. Non-probationary step increases will be issued upon completion of 12 months of full-time satisfactory service in the employee's current step of the salary range and upon recommendation of the department head, the employee shall advance to their next step in the salary range.

Step increases are recommended by the Police Chief and approved by the City Manager.

C. Promotions

An employee who is promoted from one class to a class in a higher range shall be entitled to the step in the higher range which will result in a base salary increase not less than one full step; the salary increase shall be equivalent to at least five percent (5) but not more than the maximum rate for that class.

D. Overtime Compensation

When the number of hours worked by law enforcement employees exceeds eighty (80) hours in a 14-day pay period, and the supervisor has approved those hours, the excess hours are considered MOU overtime rather than FLSA overtime.

For purposes of MOU overtime, the City shall consider vacation, holiday, and compensatory time off as hours worked. Over time is based on the employee's regular rate of pay at 1 ½. Base pay is the employee annual salary schedule calculated on an hourly rate. Regular rate of pay is base rate plus all additional compensated items required under FLSA calculations.

E. Special Assignment Pay

Employees assigned to a specialized assignment shall receive an additional 5% of their regular pay rate during the period of assignment to recognize the more difficult scope of work and higher level of responsibility that is required of specialized assignments. Specialized assignment pay shall be received by employees assigned by the Police Chief in the following special assignments:

- Canine Pay *
- Community Resource Officer
- Detective and Detective Sergeant
- Motorcycle Patrol
- Safety Officer Training Premium (Field Training Officer)**
- School Resource Officer
- SWAT Officer

* Canine Pay: The parties agree to meet during the term of this agreement to address canine assignment pay.

** Officers assigned to Field Training will only receive the special assignment pay when performing the assigned duties of a Field Training Officer.

F. Cumulative benefits:

A maximum of 5% Special Assignment pay will be provided for this benefit. The Specialty Assignments are not stackable.

G. Bilingual Premium Bilingual Pay 2.5%

City agrees to pay 2.5% special compensation for using their skills in a language other than English under the following conditions:

- i. The employee must be certified to speak, write and read in the language for which pay is be provided; and
- ii. Following a request by the employee, the Department Head, as approved by the City Manager, must determine that the language is a certified language and that there is a benefit to the City for the employee to provide translation services in the language for which compensation is requested; and
- iii. The City has approved the certification process to be used by the employee in advance of the certification being obtained.

H. Educational Incentive

The City will pay a 2.5% incentive on the existing salary step for sworn employees who possess an Associates of Arts degree. The City will pay a 5% incentive on existing salary step and range for sworn employees with a Bachelor's Degree or higher. A maximum of 5% education incentive will be provided for Education Incentive.

I. Peace Officer Standard Training Certificate Pay

Officers (Maximum 5%):	Sergeants (Maximum 5%):
2.5% Intermediate Certificate	2.5% Advanced Certificate
2.5% Advanced Certificate	2.5% Supervisory Certificate

J. Court Appearance Pay

- i. Court appearances before or after shifts: Represented employees who make a court appearance either thirty (30) minutes before the start of their scheduled shift or 30 minutes after the end of their scheduled shift, shall receive four (4) hours at one and one half times the employee's regular hourly rate of pay or the actual time spent for the court appearance, whichever is greater.
- ii. Court appearances on scheduled days off: Represented employees who make a court appearance on their regularly scheduled day off shall receive four (4) hours at one and one half times the employee's regular hourly rate of pay, or the actual time spent for the court appearance, whichever is greater.
- iii. Telephonic court appearances: Employees served with a telephonic subpoena which requires the completion of a telephone call on the employee's off-duty time and does not require the employee's physical appearance in court or in any other administrative venue, shall be compensated for a minimum of two (2) hours of pay at one and one half times (1-1/2) the employee's regular hourly rate of pay.
- iv. Court Stand-By Pay: Employees who are required to be on stand-by for court appearances shall be compensated for a maximum of two (2) hours of pay at one and one half times (1-1/2) the employee's regular hourly rate of pay.
- v. Cancellations: Court cancellations are not subject to schedule or callback overtime compensation. The City does not have control over Court cancellations. If such Court appearance is cancelled and notification is given after 5:00 PM the workday immediately preceding the appearance, the employee shall be paid a minimum of two (2) hours of overtime. For Court appearance cancellations with notice before 5:00 PM the workday immediately preceding the appearance, the employee shall receive no additional compensation. It is the responsibility of the employee to confirm court appearances.

- i. Multiple Subpoenas: Multiple subpoenas covering the same case in the day or multiple subpoenas for either the morning or the afternoon do not count as the separate incidents for purposes of minimum compensation. However, a subpoena to attend court for a second case in the afternoon will count as a separate incident and 4 hours of minimum court appearance compensation will apply.

K. Holidays

The City recognizes that various special occasions occur during the course of a year which warrant special celebrations and/or observances. These occasions are generally designated by Federal and/or State Statute, or by tradition. In order to acknowledge these occasions, the City has determined that it will recognize certain holidays throughout the year and allow City employees to observe these occasions by granting employees time off work, with pay or giving an additional day's or shift's pay.

Any day designated as a paid holiday by the City Council shall be considered a legal holiday for City employees.

The City shall observe the following holidays:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
December 24	December 24
December 25th	December 25
December 31	New Year's Eve

If a holiday falls on a Sunday, the following Monday will be observed as the holiday, except that if December 24th or December 31st falls on Sunday, the preceding Friday will be observed as the holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the holiday. If December 24th or December 31st falls on Friday, the preceding Thursday will be observed as the holiday.

L. Employees Working Holidays

Regular full-time patrol officers required to work on a holiday may be permitted to take a different day as the holiday, accrue the time as compensatory time or be compensated for the holiday as approved by the Department Head. Compensation shall include ten (10) or twelve (12) hours of Holiday Pay (based on employee work schedule), for full-time employees, plus time and a half (1-1/2) their regular rate of pay for the number of hours actually worked.

M. Floating Holiday

Employees shall be entitled to one (1) floating holiday to include ten (10) or twelve (12) hours (based on employee work schedule) each Fiscal Year. Floating Holiday time shall be accrued during the pay period that includes July 1st. New employees hired after July 1st shall not accrue a floating holiday until the following July 1st.

Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled at a time mutually agreed upon between the employee and Supervisor/Department Head.

Floating holiday hours must be used in the fiscal year they are received. Any Floating holiday hours remaining at June 30th shall be rolled over into the employee's vacation bank.

N. Uniform

The City will provide a uniform allowance of \$1,200 per year. Uniform allowance will be a onetime payment, paid the first pay period in January, beginning in January 2024.

O. Call back Pay

All represented employees required to report for an unscheduled shift shall be compensated in the amount of one and one half (1-1/2) times their regular hourly rate of pay for three (3) hours for call back or the number of hours actually worked, whichever is greater. For calculation purposes, the compensation period for a call back while off duty under this section commences at the time the employee is notified four (4) hours prior to shift and ends when the officer is no longer needed.

This Section will not apply if the employee is being called back to complete work that should have been finished prior to the end of his/her shift.

Employees required to conduct departmental business by telephone while off duty shall be compensated to the nearest twelve (12) minute increment pursuant to the Fair Labor Standards Act.

P. Standby/On-call Pay

Officers, Sergeants and Detectives assigned to standby / on-call shall be compensated at \$3 per hour for each hour assigned to standby / on-call duty. Standby / on-call pay is subject to City Manager approval.

Q. Deferred Compensation

Laterals exiting a 3% @ 50 pension plan or 3% @ 55 pension plan, or were members of a Public Agency Retirement system prior to January 1, 2013 (Pre-PEPRA) the City will offer \$3,000 (\$115.39 bi-weekly) deferred compensation contribution on an annual basis. Contribution will be prorated and paid bi-weekly:

R. Shift differential

Graveyard shift differential for purposes of this section is defined as a shift of ten (10) or twelve (12) hours when assigned to a graveyard shift.

Any employee who works an assigned regular time shift as described above, shall be paid an additional five percent (5%) of their base hourly rate for each hour actually worked. No shift differential will be paid on sick leave, vacation, CTO, Holiday or any other time off.

ARTICLE X. HEALTH BENEFITS

A. Health Insurance Options: The City shall provide an option for health insurance coverage for eligible employees and dependents. All health and health-related plan or benefit years shall coincide with the calendar year.

B. Premium: The City will increase the maximum amount that it will pay for all benefits (medical, dental, and vision) currently \$1,915. The City will increase the maximum amount that it will pay for all benefits (medical, dental, vision) to one half (1/2) of any CalPERS, Region 1, San Joaquin County plan (excluding PORAC) premium increases during the term of this MOU, but not to exceed an annual increase of six and one half (6½%) percent.

C. Cafeteria Benefits Plan: The City shall provide represented employees a cafeteria benefits plan that will be funded with the City's employer's health benefit contribution.

1. The City shall maintain a Cafeteria Benefits Plan for each represented employees in regular employment status. Monies in and employee's Cafeteria Benefit Plan shall first be used for the following purposes:

2.C.1.1 Medical insurance.

2.C.1.2 Dental insurance.

2.C.1.3 Vision insurance.

2. Upon first providing proof of medical, dental and vision insurance coverage to the City's Human Resource Department, whether it be from the employee's Cafeteria Benefits Plan or a spouse/partner/parent's employer provided health benefit program, a representative employee may elect to use up to 35% of the City's health plan contribution to the Cafeteria Benefits Plan for one or more of the following purposes:

2.C.2.1 Payments on the employee's behalf to the City of Lathrop's deferred compensation providers;

2.C.2.2 Payment to the City's 125 plan administrator for reimbursement of the Internal Revenue Code 125 eligible dependent care; or

2.C.2.3 As a taxable cash payment of the unused balance.

3. Each represented employee shall provide the Human Resource Department in writing, on a form provided and at times designated by the City each year, all information necessary to administer the Cafeteria Benefits Plan during the 12 month period beginning the first day of each plan benefit year.
4. Each represented employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of his/her dependents which affects the amount of the City payment on the behalf of the employee. Changes in the cafeteria benefit payments required because of a change in an employee's number of dependent shall take effect at the start of the first pay period in the month next following the month in which notice from the employee was received by the Human Resources Department. No retroactive payments shall be allowed.

D. Effective Date of Coverage: The effective date of coverage for new employee health, dental, and vision insurance plans shall be in the month next following the date of appointment to employment as a regular employee.

E. Dental and Vision Insurance: The City provides dental and vision insurance that is on a calendar plan year. When an employee enrolls in either program, he/she is expected to remain enrolled during the term of this MOU, unless a permissible event, as described in the plan, allows the employee to withdraw or modify coverage.

F. Life Insurance:

Employees with more than 30 days of employment with the City shall receive an amount of group term life insurance equal to the amount of their annual salary.

G. State Disability Insurance:

The City shall purchase, and pay the full premium for, State Disability Insurance (SDI). SDI provides weekly benefits in the event an employee is unable to work due to an illness or injury that is not job-related. Employees receiving benefits from SDI and who are supplementing those benefits with accrued leave time to receive a full paycheck shall receive the City's contribution to their Cafeteria Benefits Plan.

H. Flexible Benefits:

Employees may participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) that permits the payment of unreimbursed eligible dependent care costs and/ or insurance premiums with pre- tax dollars. This flexible benefit program may be expanded, provided that there is no cost to the City, to include other unreimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments that affect these deductible medical expenses and/or City liability shall void that portion of the flexible benefit program.

I. Continuation of Insurance Benefits While on Leave of Absence:

When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision and life insurance coverage for up to twenty six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Finance Department.

Employees who must pay either all or a portion of their health, vision, dental and life benefits shall either arrange for the payment to be deducted from their paychecks or, if the amount of the paycheck is not sufficient, pay those benefits to the Human Resources Department twice per month at least two (2) weeks prior to the premium due date. Failure to pay for these benefits two (2) weeks prior to each premium due date shall result in cancellations of the insurance

J. Other Post-Employment Benefits – “OPEB”

In an effort to maintain fiscal solvency, the City will maintain post-employment benefit obligations in the following manner:

1. Maintain Irrevocable Trust Fund established by the City. – Medical Benefits
 - a. CalPERS to administer
2. Continue funding OPEB contributions and annual required contribution for term of agreement:
3. Other Post-Employment Benefits
 - a. Medical post-retirement age eligible at 55
 - i. All employees retiring after Dec. 31, 2014
 - ii. All new hires
 - b. Post-retirement medical for all represented employees:
 - i. Retiree +1
 - ii. City-paid retiree medical 55-65 = same health benefits premium contribution as active employees; continue existing City and employee contributions; City will pay one half (50%) of the difference in premium increase up to 6.5%; tied to the average plan cost. City-paid medical at Medicare eligibility (65) = The City will pay the CalPERS Minimum Employer Contribution (i.e., \$151/month in 2023)
 - iii. Retiree is responsible for paying the cost of medical premiums as established by CalPERS.
 - iv. The City will process a reimbursement through the designated third-Party Administrator (TPA). The TPA will process the reimbursement to the retiree on or about the 1st of each month.
4. Maintain Post-Retirement Benefit Schedule
 - a. Vesting based on years of service; 25% @ 5 yrs., 50% @ 10 yrs., 100% @ 15 yrs.
 - b. The benefit stipend is a dollar amount equal to 100% of active average plan cost, by category; i.e. retiree +1

ARTICLE XI. SICK LEAVE

Employee shall accrue 96 hours of sick leave annually (accrued bi-weekly). Upon accumulation of 96 hours of sick leave, up to 40 hours may be converted to vacation as outlined in the City's Personnel Rules and Regulations.

ARTICLE XIII. SICK LEAVE CONVERSION AT RETIREMENT

An employee who retires with at least ten (10) years of City Service may elect one of the following options:

- A. Convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued insurance coverage, dental and / or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the retiree and their dependents may continue in the City's group health plan, at group rates, provide the City receives the retiree's payment for the premium by the 10th of each month for the following month's coverage.
- B. Convert to CALPERS service credit per the City's current contract. Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the retiree and their dependents.

ARTICLE XIV. WORKERS COMPENSATION

Employees' worker compensation benefits for bargaining unit members are provided and governed by California Labor Code, including Labor Code section 4850.

ARTICLE XV. MILITARY LEAVE

Military leave shall be granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty shall provide the City with a copy of the Orders. Employees who are required to engage in weeknight or weekend military drills as part of their inactive military duty, shall provide the City with documentation of the requirement. All employees entitled to military leave shall give the Chief an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence will be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

ARTICLE XVI. PROBATION

All appointments, promotional appointments and reappointments shall be tentative and subject to a probationary period dated from the time of appointment to a regular full-time or regular part-time position. The probationary period for new appointments shall be for 15 months of actual service. The City Manager, upon written request of the Police Chief may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of 21 months.

The probationary period for promotional appointments and reappointments shall be for a twelve (12) month period of actual service. The City Manager, upon written request of the Police Chief, may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of (18) months.

ARTICLE XVII. ASSOCIATION DUES

It is mutually agreed that the City will, deduct dues from the pay of those employees who individually provide written authorization for such dues in an amount certified to be current and correct by the President of the POA or their designee. There shall be no more than one deduction per pay period and the total of such deductions shall be remitted by the City to the POA. The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, damages or judgments, or other forms of liability that arise out of or by reason of this Dues Deductions section, or action taken or not taken by the City under this Section. This includes, but is not limited to, the City attorney's fees and costs.

ARTICLE XVIII. CATASTROPHIC LEAVE BANK

Conditions of Participation:

- Application for receipt of catastrophic leave donations will be processed by the Human Resources Department.
- An employee becomes eligible to receive catastrophic leave donations when the employee has exhausted or will soon exhaust all his/ her accrued leave, as a result of verifiable long-term illness or injury suffered by the employee
- An employee may request catastrophic leave donations, when the employee has exhausted or will soon exhaust all his/her accrued leave, as a result of verifiable long-term illness or injury suffered by the employee's spouse, children (biological, adopted, legal guardian), or register domestic partner. Catastrophic leave bank is voluntary and it shall be the responsibility of the sworn member to provide proof of eligibility to Human Resources. Utilizing catastrophic leave on behalf of a spouse, domestic partner, or children shall not exceed 3 months. Any extensions beyond 3 months, must be approved by the City Manager.

Donation of Time:

- Employees may donate accrued vacation, or compensatory time: sick leave may not be donated.
- Donations may be made in whole hour increments from a minimum of four (4) to maximum of sixteen (16) hours per donor.
- Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.
- Once donated to an individual, donated leave cannot be reclaimed by the donor.
- Cumulative total of donated time received by the employee cannot exceed the minimum amount of time needed by verification of the doctor.

Processing of Donations:

- Upon receipt of an application for use of this section, Human Resources shall verify that the employee has a long- term illness or injury that requires leave under this program.
- Upon verification, the Human Resources Department shall notify Payroll of the eligibility of the employee to receive catastrophic leave donations.
- Upon receipt of donation authorizations, Payroll shall take the following actions:

Verify that the donating employee has the minimum required leave balance required for the donation and convert donated time dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.

1. Convert donated dollars as computed above to work hours at the hourly rate of the recipient and add the recipient's sick leave balance.
2. Notify departments of changes in leave balances by noting payroll adjustments for the next payday.
3. Retain a confidential file of donation authorization.

Treatment of Donated Time:

- Donated time is treated as sick leave accrued by the recipient of the donation.
- Donated time does not alter the employment rights of the county of the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence of Sick Leave, except as noted in this agreement.
- Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding; however, they will not be eligible to receive sick leave conversion.

ARTICLE XIX. EDUCATION REIMBURSEMENT

Educational Reimbursement In accordance with the City's Tuition Reimbursement Program, employees are eligible to receive tuition reimbursement for educational purposes which are intended to improve his/her ability to accomplish his/her City job for courses taken on the employee's own time. Courses taken at any college or university, business or technical school, or courses given by a recognized correspondence school shall be recognized when they are:

- a. Related to the employee's current position within the City
- b. Related to the employee's potential development within the City
- c. Part of a program leading to a degree relating to the employee's position or possible development within the City

Reimbursement must be recommended by the Department Head and approved by the City Manager prior to enrollment. Requests are to be submitted on the approved form. Requests will be returned to the employee within fourteen (14) calendar days of submittal. Payment of education funds is discretionary with a Department Head within appropriate budget limits:

- a. Costs not to exceed a maximum of \$3,000 per calendar year, per employee; including book and materials and lab fees.
- b. Employee's time and travel are at employee's own expense.
- c. Class time must be on employee's own time, unless the Department Head approves an exception.
- d. A passing grade of C or better, or a certificate of completion, is required in each course for reimbursement.

The City shall reimburse the employee within (30) calendar days of submitting the necessary documentation. If an employee voluntarily separates within one year of receiving the educational reimbursement, he/she must reimburse the City of Lathrop within one year from the separation date.

ARTICLE XX. SHIFT BIDDING

Management recognizes the right of employees to periodically change shifts. In January and July of each year request for shifts based on seniority shall be accepted from the employee. Subject to the rights of the Chief of Police or their Designee to deny such request if, in their opinion, the obligation of the department to provide the public service of the highest quality will not be filled.

ARTICLE XXI. VACATION REQUESTS

The officer will direct any pre scheduled vacation requests to their direct supervisor. The officer can submit their request as soon as shift bids have been completed. The request must be submitted no later than 30 days in advance. If the request is submitted within 30 days, it is the officer's responsibility to find backfill before any vacation is approved. Prior to the 30 days will be the agency's responsibility to backfill for the officer. If a request is submitted on the same day, then seniority shall determine who gets priority. Only one officer per shift can have a pre scheduled vacation.

ARTICLE XXII. VACATION, SICK LEAVE AND COMPENSATORY TIME OFF

Annual accrual rates and maximum accrual amounts for vacation, sick leave and compensatory time off are identified in the Personnel Rules and Regulations.

APPENDIX A:

This Memorandum of Understanding applies to the following employment classes:

1. Police Officers
2. Police Sergeants

FINAL AGREEMENT

Entered into this ____ day of April, 2023, the parties agree that the above includes all items discussed and agreed to by way of the meet and confer process. This Agreement cannot be amended to, subtracted from or added to except by mutual written agreement of both parties. The persons executing this agreement each represent and warrant that they have been duly authorized to do so and the agreement is a valid and binding obligation of both parties.

CITY OF LATHROP

**LATHROP POLICE
OFFICERS ASSOCIATION**

Sonny Dhaliwal, Mayor

Landon Lawson, POA President

Stephen J. Salvatore, Chief
Negotiator

Blake Escobar, POA Vice
President

APPROVED AS TO FORM:

David Garcia, POA
Representative - Goyette

Che Johnson, City Counsel -
Liebert Cassidy Whitmore

Tony Arguelles, POA
Representative - Goyette



390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
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**City of Lathrop Police Department
Benefit Plan for Unrepresented
Classifications of Commander and Lieutenant
Approved by Resolution No. 23-_____**

In order to recruit and retain employees for the new Lathrop Police Department, the City has identified the following compensation and benefits components to be considered during the hiring and employment process for sworn positions not covered by an MOU.

Incentive pay referenced in this plan is based upon current salary step and range for the employee. The incentive pays are cumulative unless specifically stated. The items listed under the Benefit Plan only apply to the Commander and Lieutenant positions to establish benefits not already provided for by resolution or the Personnel Rules.

Police Officer Standards and Training (POST) Certification

The Commission on Peace Officer Standards and Training (POST), through the POST Professional Certificates Unit, awards professional certificates at the following levels: Basic, Intermediate, Advanced, Supervisory, Management, Executive,

These POST Professional Certificate Programs provide education, training, and support professionalism in law enforcement. Participation in POST training raises the level of competence of law enforcement officers and fosters cooperation between the Commission, Public Safety Departments, and individuals.

Incentive pay for POST certification will be provided as follows:

Lieutenant and Commanders:

- 2.5% Supervisory Certificate
- 2.5% Management Certificate

Education Incentive

The City will pay a 2.5% incentive on the existing salary step and range for sworn employees who possess an Associates of Arts degree. The City will pay a 5% incentive on existing salary step and range for sworn employees with a Bachelor's Degree or higher. A maximum of 5% education incentive will be provided for this benefit.

Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of City service may elect one of the following options:

1. Convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/her dependents shall be entitled to continue medical insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the retiree and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the retiree's payment for the premium by the 10th of each month for the following month's coverage.
2. Convert to CALPERS service credit per the City's current contract.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the retiree and his/her dependents.

Uniform

The City will provide a uniform allowance of \$1,200 per year. Uniform allowance will be a onetime payment, paid the first pay period in January, beginning in January 2024.



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**City of Lathrop Police Department
Recruitment Incentive Plan
Approved by Resolution No. 23-_____**

Recruitment Incentives: Applies to recruitment efforts for all sworn positions. This Recruitment Incentive Plan will allow the City to offer recruitment incentives at the discretion of the City Manager to be implemented as necessary based on the need to offer such incentives

Vacation

Vacation accrual hours shall include years of service at the agency the employee was employed with as a sworn officer prior to being hired by the City. The accrual hours will be in accordance with the years of service referenced in the Personnel Rules and Regulations. Additionally, newly hired sworn personnel will be provided an initial vacation bank of 40 hours upon hire.

Sick Leave

Sworn employees hired will be provided an initial sick leave bank of 40 hours upon hire.

Deferred Compensation

Laterals exiting a 3% @ 50 pension plan or 3% @ 55 pension plan, or were members of a Public Agency Retirement system prior to January 1, 2013 (Pre-PEPRA) the City will offer the following deferred compensation contribution on an annual basis. Contribution will be prorated and paid bi-weekly:

- Chief: \$5,000 (\$192.31 per pay period)
- Commander: \$4,000 (\$153.85 per pay period)
- Lieutenant: \$3,500 (\$134.62 per pay period)
- Sergeant and Lateral Officer: \$3,000 (\$115.39 per pay period)

Signing Bonus

Sworn personnel hired will receive a cash bonus of \$5,000 upon hire.

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