

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

LIVERMORE POLICE OFFICERS ASSOCIATION
and
CITY OF LIVERMORE

TERM OF MEMORANDUM
May 1, 2025 – April 30, 2029

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CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

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

ARTICLE II. RECOGNITION

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

ARTICLE III. STATE LAW COMPLIANCE

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

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing May 1, 2025 and ending April 30, 2029.

ARTICLE V. CITY RIGHTS

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

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

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

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

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

CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES

ARTICLE I. SALARIES

Effective May 5, 2025, salaries of classifications assigned to this bargaining unit will reflect an increase of five percent (5%) and a market based equity adjustment increase of five percent (5%).

Subsequent contract years will include the following increases:

- Effective May 4, 2026 – 3%
- Effective May 3, 2027 – 3%
- Effective May 1, 2028 – 3%

Market based equity adjustments will increase base salaries as follows:

- Effective May 4, 2026 – 2%
- Effective May 3, 2027 – 2%
- Effective May 1, 2028 – 2%

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

The City will complete a total compensation salary survey in January 2027. The survey will include the following elements of compensation for PEPRAs members, with any known increases effective through July 2027:

- Top Step Salary
- Total Employee PERS contributions (including normal cost and cost sharing)
- Maximum employer contribution towards the following:
 - Medical
 - Dental
 - Vision
- Retiree Health Savings (RHS) or the comparable value of the Normal Cost of Defined Benefit (the City will work with its actuary to develop a methodology that ensures the benefits are comparable)
- Holiday Pay (Holiday-in-lieu)
- Uniform Allowance
- POST Pay
- Educational Incentive Pay
- Highest Longevity Pay available to a PEPRAs member (based on 1/1/13) (including Master Officer)
- If an agency makes CIT pay available to all bargaining unit members and a majority of the relevant bargaining unit receives CIT Pay, the City will also include CIT pay in the “POST Pay” category.

If the total compensation study shows the Police Officer classification more than five percent (5%) below market median, this MOU will reopen on the subject of wages. Any changes to employee wages will be by mutual agreement.

ARTICLE II. STEP INCREASES

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

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

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

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

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

ARTICLE III. PROMOTION

An employee who is promoted from one class to a class in a higher range shall be entitled to the step in the higher range which will result in a base salary increase of not less than one full step; the salary increase shall be equivalent to at least ten percent (10%) but not more than the maximum rate for that class. Upon promotion to a new classification, the employee shall not lose his/her earned POST pay differential until such time as the promoted employee earns a Supervisory POST certificate. The effective date of the promotion shall be the new review date for the purpose of determining eligibility for step increases.

ARTICLE IV. OVERTIME

Authorization

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

Definition

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA), subject to the provisions contained herein. Pursuant to FLSA Section 7K, the City utilizes a 28-day work period.

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

Compensatory time off may be taken in lieu of overtime payment in accordance with the provisions of the FLSA. Such time off shall be mutually agreeable to the employee and the Chief of Police, or designee, taking into consideration any emergency requirements for staff and services, and the availability of qualified substitute staff. Compensatory time off which accrues in excess of two-hundred (200) hours must be liquidated by monetary payment.

ARTICLE V. CALL BACK/TELEPHONE PAY

When an employee has completed the regularly assigned shift, is on a regular day off, or on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work, or if three (3) hours work is not furnished, a minimum of three (3) hours of pay at time and one-half (1.5) of the employee's base hourly rate of pay. This provision does not apply to work performed contiguous with an employee's scheduled shift (e.g., holdovers) or instances in which the employee is called to report before their regular starting time and does work from the time of reporting to their regular starting time.

Telephone Pay

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

Employees are not entitled to the remote call-in minimum for incidental telephone, text, or video contacts (e.g., calls involving staffing availability, shift assignment, shift coverage), to employees assigned to standby, or to calls requiring the employee to return to work.

Remote Attendance

When an employee is required to remotely attend meetings, trainings, or similar activities during off-duty time, the employee shall receive a minimum of one (1.0) hour at one and one half (1.5) times the employee's base hourly rate of pay. Remote attendance includes but is not limited to: telephonic, video, or virtual attendance.

ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION

In Person Appearances

Any employee who is required to appear in person at court in connection with an employee's usual official duties, or in connection with a case in which the City is a party, during off-duty time, shall receive a minimum of three (3) hours at one and one half (1.5) times the employee's base hourly rate of pay.

Those employees required to so appear in court on their normal day off or who are assigned to and do work the Graveyard shift, shall receive a minimum of four (4) hours at one and one half (1.5) times the employee's base hourly rate of pay.

In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at one and one half (1.5) times the employee's base hourly rate of pay.

Remote Appearances

When a court appearance is for telephonic, video, other remote testimony, or placed on standby by the District Attorney's Office, the employee shall receive a minimum of two (2) hours at one and one half (1.5) times the employee's hourly rate of pay. In the event the court appearance exceeds the minimum time provision above, the employee shall be paid for all time worked at one and one half (1.5) times the employee's base hourly rate of pay.

Court Cancellation

In the event an employee is required to appear in court in person or remotely pursuant to a subpoena and such appearance is cancelled within twenty-four (24) hours prior to the scheduled appearance, such employee shall receive (a) two (2) hours paid at one and one half times (1.5) the base hourly rate of pay for scheduled in person testimony and (b) one (1) hour paid at one and one half times (1.5) the employee's base hourly rate of pay for remote appearances. In order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled more than twenty-four (24) hours prior to the scheduled appearance.

ARTICLE VII. POST CERTIFICATION PAY

Police Officers who receive a Regular Intermediate or Advanced Certificate issued by the California Commission on Peace Officers Standards and Training (POST) and Police Sergeants who receive a Regular Intermediate, Advanced, or Supervisory POST Certificate, will be eligible to receive POST Certification Pay as set forth below.

Employees may only be compensated for one certificate at a time (i.e., an employee can only receive pay for the highest-level certificate they have achieved).

The monthly Post Certification amounts will be:

- Effective May 5, 2025
 - Intermediate - \$400/month
 - Advanced - \$600/month
 - Supervisory - \$765/month (Sergeant Only)
- Effective May 4, 2026
 - Intermediate - \$440/month
 - Advanced - \$750/month
 - Supervisory - \$925/month (Sergeant Only)
- Effective May 3, 2027
 - Intermediate - \$480/month
 - Advanced - \$900/month
 - Supervisory - \$1,090/month (Sergeant Only)
- Effective May 1, 2028
 - Intermediate - \$525/month
 - Advanced - \$1,050/month
 - Supervisory - \$1,250/month (Sergeant Only)

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate

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

ARTICLE VIII. TUITION REIMBURSEMENT

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

ARTICLE IX. DEFERRED COMPENSATION PROGRAM

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

Effective May 5, 2025, bargaining unit members who meet the definition of "new employee" under the Public Employment Pension Reform Act shall receive an employer matching contribution of \$40 per pay period with an employee contribution of at least \$40 per pay period.

ARTICLE X. UNIFORM ALLOWANCE

The Uniform Allowance provided to Police Officers and Police Sergeants and will be \$1,250 per year.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Newly appointed Police Officers shall be paid the annual uniform allowance on the first payday following employment. In recognition of the uniform allowance advance, the aforementioned employees shall not be eligible for, nor receive, an annual uniform allowance as indicated above until one year from the date of advance payment. Employees receiving the uniform allowance advance who resign for any reason within the first year of employment shall repay the total annual uniform allowance amount to the City of Livermore.

ARTICLE XI. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Officers and Police Sergeants shall receive holiday-in-lieu pay as follows. Holiday-in-lieu pay shall be paid in equal amounts each pay period. The amount of such pay shall be seven and one-half percent (7.5%) of the employee's base hourly pay in effect during the pay period.

ARTICLE XII. BILINGUAL PAY

Employees certified as competent at the conversational level in Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language and other languages as determined by the Police Chief, shall receive one hundred dollars (\$100.00) per pay period for each full pay period they remain certified. Employees receiving bilingual pay are subject to periodic re-certification as a condition of receiving such payments.

ARTICLE XIII. FIELD TRAINING OFFICER PAY

Police Officers and Police Sergeants who are assigned by the Chief of Police the assignment of Field Training Officer (FTO) or FTO Sergeant, shall receive four percent (4%) of their base salary while they are assigned.

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

ARTICLE XIV. LONGEVITY PAY

Police Officers and Police Sergeants employed with the City of Livermore with five (5) through nine (9) years of continuous service will be eligible to receive three (3%) percent of monthly base pay. Police Officers and Police Sergeants employed with the City of Livermore with ten (10) or more years of continuous service will be eligible to receive six (6%) percent of monthly base pay.

Effective May 5, 2025, Police Officers and Police Sergeants will be eligible to receive up to five (5) years of service credit towards longevity for previous sworn California law enforcement experience. Employees must provide proof of prior sworn California law enforcement experience to Human Resources.

ARTICLE XV. TRAINEE RATE

An employee hired as an "entry level" hire required to attend a police academy shall be hired as a Police Trainee.

The Police Trainee is a non-sworn classification whose sole duty is to participate in a P.O.S.T. (Commission on Peace Officer Standards and Training) prescribed Police Academy training program sponsored by the City.

Police Trainees are probationary employees until they have successfully completed the Academy. Police Trainees who graduate from the Academy will be appointed to the Police Officer classification immediately upon graduation.

Police Trainees have no due process rights and are not subject to the disciplinary procedures of this agreement (i.e., they can be terminated for failure to complete the Academy or for any other lawful reason).

As a non-sworn classification, employees in the Police Trainee classification are not entitled to the benefits available only to sworn members, including but not limited to: CalPERS' Safety Pension, the Public Safety Officers' Procedural Bill of Rights, Long Term Disability Benefits, or workers' compensation benefits under Labor Code Section 4850. Police Trainees will be enrolled in the CalPERS' Miscellaneous Pension, are eligible for Holiday-in-lieu Pay, vacation leave, sick leave, and health and welfare benefits, and are limited to a single salary step. In addition, Police Trainees do not qualify for the Uniform Allowance.

Upon completion of the police academy and being sworn in as a police officer, the employee shall be placed at step "A" of the salary schedule for Police Officer and subject to a new probationary period as a Police Officer.

ARTICLE XVI. CANINE PAY

The assignment of a canine to an officer requires the officer to care for, train and utilize the canine for police operations on an as needed basis. An officer that has a canine assignment will be paid an \$800 per month canine premium pay to account for the necessary time to handle, train, board, and provide care relating to the canine and the canine assignment. The officer will be provided a take home vehicle as part of the canine duties. With the provision of the premium pay and the vehicle, the Police Department expects that efforts will be made to respond as necessary when off-shift. The Police Department shall notify Human Resources of start and end dates of canine officer assignments to ensure proper pay.

ARTICLE XVII. MOUNTED POLICE UNIT

The Livermore Police Department (LPD) will establish a voluntary Mounted Police Unit. The unit will be staffed as a collateral assignment for up to four members of the Police Department from the ranks of Police Officer and Police Sergeant. Assigned members will be required to use their own, privately owned horses for all events, call outs, and trainings. The Police Department will determine the selection criteria for and roles and required responsibilities of unit members including, but not limited to training, event participation, and deployment responsibilities. Activities and deployments are covered under the Livermore Police Department Policy Manual, Policy No. 318.

Unit members shall be compensated eight hundred dollars (\$800) monthly to offset the cost for the care, grooming, boarding, and feeding of the horses.

Upon appointment to the unit, all members will be eligible for the following department provided equipment, to be used for Livermore Police Department activities only:

- Saddle/Breast Collar/Back Girth
- Saddle Pads
- Bridle/Reins
- Bits
- Training Halter and Lead Rope/Patrol Halter and Lead
- Saddle Bags
- Bridle Bags
- Saddle Fitting
- Boots
- Helmet

All unit members will be eligible to use department provided horse trailers equipped with an appropriate first aid kit.

Unit members will be eligible for up to four hours (4) of pay at the overtime rate of one and one-half times (1.5) the employee's base hourly rate of pay (2 hours before and 2 hours after) for each event, deployment, or training attended. When staffing levels permit, training day schedules will be adjusted to reduce required overtime. However, if the event is completed on a normally scheduled day off, the time will be compensated at the rate of one and one-half times (1.5) the employee's base hourly rate of pay.

The Chief of Police will have the sole authority to continue or terminate the Mounted Police Unit based on the Department's needs.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. VACATION

Eligible employees shall accrue vacation as follows:

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

Qualifying

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

Vacation Scheduling

The times during a calendar year in which an employee may take vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and particular regard to the needs of the service.

Vacation Accumulation

Employee may accumulate up to Three Hundred and Fifteen (315) maximum hours of vacation. Accrual will terminate after the employee accumulates the 315 maximum vacation hours.

Compensation-In-Lieu of Vacation

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

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave from the December payment of the previous year to the June payment of the current year and/or eighty (80) hours of vacation leave from the December payment of the previous year to the December payment of the current year, retains a minimum balance of (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year.

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

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an

employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for that vacation cash out during the year.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

Vacation Pay at Termination

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

ARTICLE II. SICK LEAVE

Benefits

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

Notification Requirement

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

Doctor's Certificate or Other Proof

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

Family Illness

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

Immediate Family

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

General

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

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

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

Parental Leave

Any employee who becomes a parent by adoption or any male employee who becomes a father due to the birth of a child may request the use of four (4) days (44 hours) of sick leave to be with the child. Such leave will be in addition to and may be combined with, that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE III. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed three (3) work shifts for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Spouse or registered domestic partner
- Child(ren)
- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to three work shifts of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave with accrued leave (including vacation or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation, personal leave, or compensatory time off with the approval of their supervisor.

ARTICLE IV. PERSONAL LEAVE

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

Sixteen (16) hours for each eligible employee.

ARTICLE V. LEAVES OF ABSENCE

Leave Without Pay

The City Manager may grant a leave of absence without pay for up to three (3) months, and at the City Manager's sole discretion, extension of such leaves may be granted. No such leave shall be granted except upon the written request of the employee, and such request shall be submitted to the Chief of Police and the Administrative Services Director. Such leaves may be granted to permit the employee to engage in activities that will increase their value to the City upon return, or because of sickness, injury, or personal hardship. Employees may not be granted a leave of absence without pay until all accrued vacation or other leave time for which they are eligible has been taken, unless otherwise determined by the City Manager whose decision shall be final. Failure on the part of the employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation, sick leave, and any other benefit or compensation shall not accrue to an employee on a leave of absence.

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

Job Incurred Injury Leave

Any employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled for the period of such disability to the maximum provided under State Law. During the period the employee is paid 4850 benefits by the City, the employee shall assign or endorse to the City disability benefit payments received as a result of Workers' Compensation Insurance coverage, if any, except reimbursement for travel. In the event that the payment received by the employee is not endorsed to the City, a payroll deduction for the amount of the payment will be made the payroll period following notification to the City by Workers' Compensation that the check has been issued to the employee. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation. Until such time as a determination is made, the employee shall be eligible to use their accrued sick leave, vacation leave and, if applicable, the long term disability benefit. The benefits of sick leave, vacation leave, and job incurred injury leave shall be mutually exclusive, and no disability leave may be used for the purposes specified under Chapter 3, Article II, Sick Leave, or Chapter 3, Article I, Vacation Leave of this Memorandum of Understanding, and no sick leave or vacation leave benefits may be used for the purposes specified under this provision.

Jury Duty

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

Military Leaves of Absence

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

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

Compliance with Federal and State Leave Acts

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

ARTICLE VI. STANDBY TIME OFF POLICY

Employees assigned to and who perform standby shall accumulate two and three-quarters (2.75) hours of time off for each day so assigned and will be provided a take home vehicle for such assignment. An on-call work assignment must be reported to the police department during the assigned pay period.

Specific positions assigned to standby are as follows: Criminal Investigations Bureau (CIB) (two CIB members); Traffic (two Traffic members). Additionally, one officer may be assigned for Crime Scene related work.

Employees may choose to take accumulated standby time off with pay at a time mutually agreeable to the employee and their supervisor or the employee shall be paid at the end of each calendar year for all unused hours at the employee's base hourly rate of pay in effect on December 31st. In the event the employee is unable to take accumulated standby time off by the end of each calendar year, the employee shall be paid for all accumulated standby time off at the end of each year.

ARTICLE VII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

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

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

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS

The City will provide a cafeteria benefit of \$1,950 per month to be used towards medical premiums. Any unused portion of the cafeteria benefit will be paid as taxable income to the employee.

Employees covered under another group medical provider, can waive the City insurance coverage and receive the benefit as taxable income by providing proof of medical insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period in order to continue receiving the benefit.

Effective July 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.

Change in Employee Benefit Plans

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

ARTICLE II. LONG TERM DISABILITY PLAN

Eligible employees shall be provided with the PORAC Long-Term Disability Benefits Program. The City shall pay the premiums for this benefit for the term of this MOU.

The premium amount shall be added as an additional pay to the employee and shall be deducted from the employee's pay as an after-tax employee contribution. The additional pay is not subject to CalPERS.

ARTICLE III. LIFE INSURANCE

The City shall provide Eighty Thousand Dollars (\$80,000) of life insurance for each eligible employee.

ARTICLE IV. RETIREE HEALTH BENEFIT

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

Eligibility Criteria

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

1. The employee must have retired within one hundred twenty (120) days of their last day of employment with the City of Livermore, and
2. The employee must have obtained a minimum of fifteen (15) years of service credit working for a CalPERS covered employer or an agency with CALPERS reciprocity which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer or an employer with CALPERS reciprocity will be validated by CalPERS and/or the employee's former employers at the time of retirement. For purposes of this subsection, service credit shall not include service credit purchased pursuant to SB 719.

Industrial Disability Retirement

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

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the maximum dollar allotment for active employees for medical insurance (excluding dental not to exceed \$83.60). The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

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

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum dollar allotment for active employees for medical insurance (excluding dental not to exceed \$83.60 per month) as set forth in Chapter 4 Article I.

Reimbursement Amount for Employees Retiring After April 30, 2025

Qualified Bargaining Unit employees who were hired before February 1, 2007 and who retire after April 30, 2025 shall receive a reimbursement amount based on the below schedule. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

<u>Years of Service</u>	<u>City's Monthly Contribution</u>
15	\$1,462.50
20	\$1,657.50
25+	\$1,950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies based on years of service.

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

Administration

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

Retirement Health Savings Account

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

Employees Hired On or After February 1, 2007

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

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS

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

<u>AMENDMENT</u>	<u>EFFECTIVE DATE</u>	<u>SUPERSEDED</u>
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
2%@55 Formula for Local Safety Members	August 1, 1973	February 7, 1983
Credit for Unused Sick Leave	November 22, 1978	
2%@50 Full Formula for Local Safety Members	February 7, 1983	February 12, 2001
Third Level 1959 Survivor Benefits	June 18, 1990	February 1, 1998
One Year Final Compensation	June 18, 1990	
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level Survivor Benefit	February 1, 1998	
Death Benefit/Remarriage	February 1, 1998	
3%@50 formula for Local Safety Members	February 12, 2001	
Military Service Credit	September 1, 2004	
3%@55 Formula for Local Safety Members with Three Year Final Compensation	December 30, 2012	
2.7%@57 Formula for Local Safety Members with Three Year Final Compensation	January 1, 2013	

Effective December 30, 2012, newly hired classic CalPERS members, as defined under the Public Employees’ Pension Reform Act (PEPRA), are covered by the 3% @ 55 retirement formula with the highest average annual compensation earned during three (3) consecutive years of CalPERS service, as defined in CalPERS Employees’ Retirement Law. Such newly hired employees shall pay the employees’ nine (9) percent contribution using the provisions in IRSC Section 414(h)(2). Other plan options are set forth above.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to the California Public Employees’ Retirement System shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a

retirement formula of 2.7%@57 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS

ARTICLE I. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Administrative Services Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding and Personnel Rules and Regulations shall be considered as grievances. Any other matter of compensation is to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

CHAPTER 7. UNION ISSUES

ARTICLE I. DUES

Dues Deduction

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

- A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and not include fines, fees and/or assessments. Dues deduction shall be made only upon Union's certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.
- B. The City shall direct employee requests to cancel or change deductions to Union and shall rely on information provided by Union regarding whether deductions were properly canceled or changed.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.
- D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.
- E. The union shall file with the City Manager an indemnity statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE II. UNION REPRESENTATIVES

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

ARTICLE III. ACCESS TO WORK LOCATIONS

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

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

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

ARTICLE IV. CITY FACILITIES

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

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

ARTICLE V. BULLETIN BOARDS

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

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

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

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

ARTICLE VI. ADVANCE NOTICE

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

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

ARTICLE VII. NO DISCRIMINATION

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

ARTICLE VIII. ASSOCIATION RELEASE TIME

Livermore Police Association Board Members or others as designated by the Board, subject to the approval of the Police Chief or designee, shall be allowed a reasonable period of time without loss of compensation for the sole and exclusive purpose of conducting transactions of the Livermore Police Officers Association. Said amount of time shall not exceed three (3) hours per day for each Board member or designee and an aggregate not to exceed two hundred forty (240) hours per fiscal year for all such Board members and others designated by the Board provided every reasonable effort is made to conduct Association meetings and/or business on non-duty time. Permission to attend Association meetings on duty must be obtained forty- eight (48) hours in advance from the Police Chief or designee. Permission to conduct Association business or attend Association meetings is conditioned upon field and/or assignment conditions.

As part of the two hundred forty (240) hours per year paid release time for Association Board members, up to a total maximum of six (6) days [eight (8) hour and eleven (11) hour shifts are considered as one (1) day] may be used to attend police related conferences, seminars or conventions. Permission to attend such conferences or conventions must be obtained two (2) weeks in advance from the Police Chief or designee.

Association members may each donate up to eleven (11) hours each calendar year of their accumulated vacation and/or compensatory time to an LPOA release time bank. Such donated time shall be subject

to the same usage parameters as the aforementioned two hundred forty (240) hours provided by the City. Donated time not used in the current calendar year shall roll-over into the next calendar year.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES

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

The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement. In order to meet the seventy-two (72) hour requirement, sixty-three (63) hours will be scheduled as training/range training days (55 hours for continued professional training and 8 hours for range specific training) and nine (9) hours will be deducted from an employee's leave accruals based on their election of vacation, compensatory time, or personal leave at the beginning of the payroll calendar year. Employees who do not make a leave election by the beginning of the payroll calendar year will have a default election of nine (9) hours deducted from their personal leave. If there is not sufficient personal leave to cover the nine (9) hours, the balance of the required deduction will be taken from the employee's vacation accruals. For new employees, the nine (9) hours will be deducted from the elected vacation, compensatory time, and/or personal leave once it is available. The tracking period for the additional hours worked per year is based on the payroll calendar year.

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

ARTICLE II. PROBATION

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

A Police Officer hired as a lateral transfer will serve a twelve (12) month probationary period.

A Police Officer hired as an academy graduate will serve an eighteen (18) month probationary period.

A Police Trainee will be on probation until they satisfactorily complete the police academy and are sworn in as a Police Officer. They will then be required to serve an eighteen (18) month probationary period as an academy graduate Police Officer.

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

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

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

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

ARTICLE III. LAYOFF PROCEDURES

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

In the event of a layoff, the employee in the classification in which the City is reducing the work force who has the least seniority in that classification may displace the least senior employee in the next lower paying classification(s) within the job family or previously held classification, provided such displaced employee has less service in that classification. If an employee has service in a non-sworn classification, they may displace the least senior employee in the non-sworn classification. If there is no lower paying classification, the least senior employee(s) shall be laid off. Seniority shall be determined as set forth in Chapter 8, Article VI of this agreement.

For purposes of this section, length of service in higher paying classifications shall be counted as service in any lower paying classification in the same job family. Non-regular part-time, provisional, or temporary employment shall not be counted in calculating seniority.

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

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

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

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

The City of Livermore will allow job-sharing as a means of reducing the number of employees who must be laid off. Job-sharing shall be at the option of employees who are in the same classification with

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

ARTICLE IV. RE-EMPLOYMENT

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

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

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

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

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

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

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

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

ARTICLE V. DISCIPLINARY ACTION

Authority

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

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

Procedure for Disciplinary Action

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

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

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

The Chief of Police will act as the Skelly meeting officer. However, if the Chief is expected to be unavailable for thirty (30) days or more, they may designate another person to act on their behalf. If the employee is not satisfied with the decision of the Chief of Police or designee, the employee or their Union representative may appeal a dismissal, demotion, suspension or reduction in pay, based on the criteria below, to either the City Manager or to binding arbitration by filing a written appeal with the Administrative Services Director within fourteen (14) calendar days after receipt of the Police Chief's determination.

1. City Manager Appeal Authority: Suspensions equal to or less than three days, or equivalent reductions in pay, may be appealed to the City Manager, or designee, whose decision will be final with no further right to appeal. The City Manager, or designee, may request an arbitrator hold a hearing and issue an advisory opinion prior to the City Manager's final decision.
2. Arbitration: Dismissals, demotions, suspensions of greater than three (3) days, and reductions in pay equal to more than three (3) day suspensions may be appealed to an impartial Arbitrator. The City and Union will agree on an arbitrator. Should the parties fail to agree on an impartial arbitrator, they shall request a list of seven (7) names of qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss. When an Arbitrator is selected, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing. The decision of the Arbitrator will be binding on the parties.

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

ARTICLE VI. REINSTATEMENT

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

ARTICLE VII. SENIORITY

Beginning May 1, 2025, seniority for Police Officers will be based on the date of hire. When Police Officers are hired on the same date, the following criteria will determine seniority:

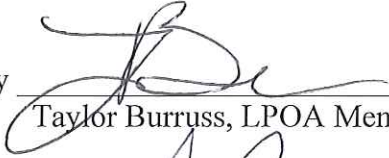
1. When a Police Trainee is hired, the date of seniority shall be the date they are appointed to a Police Officer after graduation from the basic police academy. If two or more Police Officer Trainees have the same date of seniority, those Police Trainees' seniority will be determined by their final ranking in the basic police academy.
2. When a Police Officer "academy graduate" is hired on the same date as a Police Trainee's appointment to a Police Officer, those Police Officers' seniority will be determined by their final ranking in the basic police academy.
3. When a Police Officer "lateral" is hired on the same date as a Police Officer "academy graduate" or a Police Trainee's appointment to a Police Officer, the Police Officer "lateral" shall be granted seniority.
4. When two or more Police Officers "lateral" are hired on the same date, seniority will be based on their years of service as a California sworn law enforcement officer (down to date of originally being hired, if necessary).

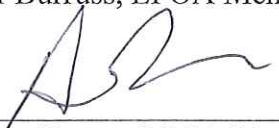
Newly promoted Police Sergeants seniority will be based on their date of promotion. When two or more Police Sergeants have the same date of promotion, seniority will be at the discretion of the Chief of Police.


The seniority list shall be maintained by the Police Department.

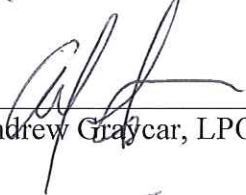
Executed this ^{6th} ~~28th~~ day of ^{May} ~~April~~, 2025, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
Livermore Police Officers Association


By 
Taylor Burruss, LPOA Member


By 
Anthony Batrez, LPOA Member

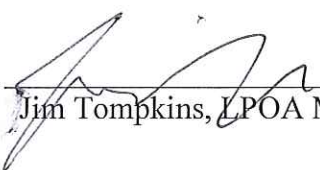
By 
Mike Brunicardi, LPOA Member

By 
Andrew Graycar, LPOA Member

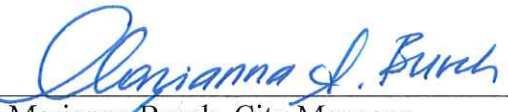
By 
Adrian Manzo, LPOA Member


By 
Dan Masingale, LPOA Member

By 
Nathan Pearlman, LPOA Member

By 
Jim Tompkins, LPOA Member

Employer Representative
City of Livermore

By 
Marianna Burch, City Manager

By 
Tina Olson, Admin. Services Director

By 
Steve Rodriguez, Asst. Admin. Services Dir

By 
Kristen Hilton, Human Resources Manager

By 
Kaylin Larson, Human Resources Analyst II

By 
Eddy Jimenez, Human Resources Analyst I

**ALE & LPOA EMPLOYEE'S
PERSONAL LEAVE POLICY**

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

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

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

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

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

**CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/05/2025**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	126,894.64	133,239.37	139,901.34	146,896.41	154,241.23
		10,574.55	11,103.28	11,658.45	12,241.37	12,853.44
		2440.28	2562.30	2690.41	2824.93	2966.18
		61.00704	64.05739	67.26026	70.62327	74.15444
3100	POLICE SERGEANT	157,895.87	165,790.66	174,080.19	182,784.20	191,923.41
		13,157.99	13,815.89	14,506.68	15,232.02	15,993.62
		3036.46	3188.28	3347.70	3515.08	3690.83
		75.91148	79.70705	83.69240	87.87702	92.27087
3120	POLICE TRAINEE (Non-Sworn)	44.44605	-	-	-	-