

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LINCOLN POLICE OFFICERS' ASSOCIATION
AND
THE CITY OF LINCOLN

TERM OF AGREEMENT:

December 31, 2020 through December 31, 2024

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PREAMBLE

This Memorandum of Understanding or "MOU," hereinafter referred to as "the Agreement", entered into by the City of Lincoln, hereinafter referred to as "the City", and the Lincoln Police Officers' Association, hereinafter referred to as the "Association" or "LPOA", pursuant to section 3500 et seq. of the Government Code of the State of California has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment for employees in the LPOA, as provided in this Agreement.

The term "agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

1. ARTICLE I – RECOGNITION AND COVERAGE

1.1. RECOGNITION

The City recognizes the LPOA as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation, pursuant to California Government Code 3500 et seq.

It is understood by the City of the LPOA that articles and sections of this Agreement which conflict and/or are inconsistent with City ordinances and resolutions shall take precedent. Furthermore, all articles and sections of this Agreement dealing with wages, hours, and terms and conditions of employment are in addition to, and supplement the rights and benefits provided to LPOA members by existing state and federal law.

Ordinances in existence at the time this MOU is signed, pertaining to wages, hours, and terms and conditions of employment, and not explicitly covered by this MOU will remain in full force and effect during the term of this Agreement and be incorporated as if stated in full. In the event any ordinance or resolution conflicts with the language of the MOU, the MOU takes precedent.

1.2. COVERAGE OF EMPLOYEES

The following classifications are agreed between the parties to be in the LPOA bargaining unit:

- Community Service Officer
- Police Officer
- Police Records Clerk I/II
- Property and Evidence Technician I/II
- Public Safety Dispatcher I/II
- Public Safety Dispatcher Trainee
- Public Safety Dispatcher Supervisor
- Senior Public Safety Dispatcher

1.3. TERM

This Memorandum of Understanding shall be effective December 31, 2020 and shall expire December 31, 2024 and shall continue in effect from year to year thereafter unless it is terminated or modified as provided herein.

2. ARTICLE II – ASSOCIATION RIGHTS

2.1. ACCESS TO EMPLOYEE WORK LOCATIONS

Representatives of the LPOA shall have the right of reasonable access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, and during work times with the express approval of the City Manager or his designee.

2.2. DISTRIBUTION AND POSTING OF LPOA LITERATURE

The LPOA may post material on bulletin boards provided to serve employees in the represented unit. All posted items shall be authorized by the LPOA and shall bear the date of posting.

2.3. USE OF CITY FACILITIES

The Police Chief or designee may permit the LPOA to use City conference rooms and similar building facilities for conducting official Association business. Use of such facilities must be made by written request and will be granted provided that the facility is available. No request for use of City facilities shall be unreasonably denied.

2.4. ASSOCIATION DUES

Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

City agrees to deduct dues as established by the Association, and premiums for approved insurance programs from the salaries of Association members. The sum so withheld shall be remitted by the City, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Association dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Association member who notifies the City of their desire to discontinue dues or otherwise withdraw from Association membership shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association.

3. ARTICLE III – MANAGEMENT RIGHTS

3.1. MANAGEMENT RIGHTS

The City retains all rights, powers, duties, responsibilities and authority of a managerial or administrative character, except as specifically modified by the express provisions of this Memorandum. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees to take disciplinary action; to relieve and lay off employees from duty because of lack of work or for other legitimate reasons, including, but not limited to the economic condition of the City; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign hours of work and overtime, or reduce same; and to otherwise act in the interest of efficient service to the City. The City agrees to meet and confer, upon request of the Union, over the impact to employees of any decision by the City to contract-out significant bargaining unit work to a non-City enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer during the term of this Memorandum; however, the City shall endeavor to facilitate the employment of the impacted employee(s). The City retains its right to assign and place volunteers in accordance with City policy.

4. ARTICLE IV – GENERAL PROVISIONS

4.1. STRIKES

During the term of this agreement, neither the LPOA, its agents, and/or its representatives, shall, for any reason, authorize, institute, condone and/or engage in a work close down, work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the City.

4.2. LOCKOUT

During the term of this agreement neither the City, its management employees, agents and/or representatives shall authorize, institute, condone and/or lockout the employees governed by this agreement.

4.3. DISCRIMINATION

The City agrees not to interfere with or discriminate against any employee for the employee's membership in, activity on behalf of, or other means of lawful participation in the Association which is authorized and protected by State and Federal law, this Memorandum of Understanding and/or City codes, Ordinances and Resolutions.

The LPOA recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.

5. ARTICLE V – SALARY AND OTHER COMPENSATION

5.1. BASE WAGES

During the term of this MOU, base wages shall be adjusted as follows:

- The base wages for the classifications covered by this MOU shall be increased by three percent (3%) retroactive to January 1, 2021.
- The base wages for the classifications covered by this MOU shall be increased by three percent (3%) retroactive to January 1, 2022.
- The base wages for the classifications covered by this MOU shall be increased by two and one-half percent (2.5%) effective the first full pay period following January 1, 2023.
- The base wages for the classifications covered by this MOU shall be increased by two and one-half percent (2.5%) effective the first full pay period following January 1, 2024.

Lump Sum Cash Payment

Effective with the first full pay period following City Council adoption of this MOU, to the extent allowed by law, members of the bargaining unit shall receive a one-time, non-recurring, non-pensionable lump sum payment in the amount of four thousand dollars (\$4,000.00) minus applicable payroll deductions.

Effective the first full pay period in January, 2023, to the extent allowed by law, members of the bargaining unit shall receive a one-time, non-recurring, non-pensionable lump sum payment in the amount of three thousand dollars (\$3,000.00) minus applicable payroll deductions.

5.2. SALARY RANGES

As of the first full pay period following July 1, 2019, salary ranges for all classifications covered by this MOU shall consist of 7 steps with approximately five percent (5%) between each step.

5.3. DEFERRED COMPENSATION

The City's participation of matching \$1.00 for \$1.00 up to three percent (3%) of employees' gross salary shall terminate, except that the City shall pay the "Maintenance Fee" associated with the Deferred Compensation Program up to a maximum of \$30.00 per year.

5.4. UNIFORM ALLOWANCE

The City shall pay each sworn employee fifty-five dollars (\$55.00) and non-sworn employee forty-two dollars (\$42.00) on a bi-weekly basis to compensate for the purchase and maintenance of uniforms and footwear as specified by the City. Uniforms shall include replacement of all safety equipment, devices, and safety-related items of uniform not specified in Article XI Safety, and required by any statute, ordinance, rule, regulation, or order of the federal or State government, or any local governmental entity, or any agency of the foregoing. Employees shall adhere to the maintenance standards, uniform specifications and appearance standards established by the Department.

5.5. CERTIFICATION PAYS

The City shall compensate employees for the following certifications in recognition of their value to the City. It is the responsibility of the employee to maintain certification and notice the City of any loss/interruption of certification and the City agrees to cover the costs of recertification. For all certifications, the City shall determine the appropriate number of employees eligible to receive the compensation.

- A. EMT Pay: Police Officers certified as an Emergency Medical Technician (EMT 1) shall be paid seventy-five dollars (\$75.00) per month, paid on a bi-weekly basis.

- B. Bilingual Pay: Employees certified by the City for bilingual aptitude shall be paid seventy-five dollars (\$75.00) per month, paid on a bi-weekly basis. Certification of competency shall be required as established by the City.

5.6. SPECIAL ASSIGNMENT POSITIONS

As of the first full pay period following July 1, 2019, Special Assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Assignment of employees to special assignment positions shall be made by the Police Chief. All employees assigned to one of the following positions shall be paid an additional five percent (5%) of base salary for the term of their assignment:

- A. Sworn Officer: Detective, Field Training Officer (FTO), School Resource Officer (SRO), Corporal and any other position recommended in writing by the Police Chief and approved by the City Manager.
- B. Public Safety Dispatcher Class Series: Field Training Officer (FTO) and any other position recommended in writing by the Police Chief and approved by the City Manager.
- C. Community Service Officer: Crime Scene Investigator and any other position recommended in writing by the Police Chief and approved by the City Manager.

Special Assignments that require a reduction in hours from the standard 84-hour patrol schedule will not reduce an assigned employee's annual salary. Employees assigned to any Special Assignments that require an 80-hour pay period work schedule will be moved to the Police Officer (2080) salary schedule.

5.7. PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATIONS

Current employees covered by this agreement shall receive the following educational incentive pay effective the first full pay period following City Council adoption of the MOU. The incentives will be stackable for a maximum benefit of five percent (5%).

- POST Intermediate Certificate – 2.5%
- POST Advanced Certificate – 2.5%

6. ARTICLE VI - RETIREMENT

6.1. SAFETY MEMBERS

The City will pay the employer's share of the PERS retirement formula, except as modified by the below agreed upon language, and the employees will pay the entire 9% employees' share for the

applicable PERS retirement formula for Public Safety Employees, except as modified by the below agreed upon language.

Effective as soon as possible, but no later than ninety (90) days from the effective date of the MOU, and simultaneously with the three percent (3%) increase to the base wage rate, Public Safety Employees shall begin paying an additional three percent (3%) of the employer's contribution towards PERS. Public Safety Employees total retirement contribution shall be twelve percent (12%). This payment shall be done on a pretax basis in accordance with IRS Code 414 (2).

Risk pooling mandated benefits per government code section 200840(e) will be implemented as required. The benefits include:

1. The Pre-Retirement Option 2 Death Benefit. This death benefit, payable to the spouse of an active member who is eligible to retire, is equal to what the spouse would have received had the member retired and elected the 100% joint survivor form of benefit before death.
2. The conversion of unused sick leave to retirement service credit.
3. The ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service.
4. The cancellation of any remaining payments owed by the member for the purchase of optional service credit upon the employment related disability of the member (i.e. upon industrial disability retirement).
5. Local system service credit included in basic death benefit.

6.2. MISCELLANEOUS MEMBERS

The City will pay the employer's share of the PERS retirement formula and employees will pay the entire 8% employee share of the applicable PERS retirement formula for Miscellaneous Employees.

Effective July 1, 2011 or later the City will implement a tiered PERS retirement formula for all new hires. Current Public Safety Employees will retain the PERS 3% @ 50 formula, and current Miscellaneous Employees will retain the PERS 2.7% @ 55 formula. Employees laid off and reinstated within three (3) years of this agreement shall retain their original formulas.

The Miscellaneous employees hired after February 13, 2011 continue to have a Second-Tier retirement formula at 2% at 60.

7. ARTICLE VII – INSURANCE

7.1. HEALTH CARE

Effective October 1, 2014, the City agrees to pay the following bi-monthly contributions for active health care coverage (employee is responsible for remaining balance):

- A. Employee only: An amount equal to 80% of the Kaiser, Sacramento Region, premium rate for employee only.
- B. Employee plus one: An amount equal to 80% of the Kaiser, Sacramento Region, premium rate for employee plus one.
- C. Employee plus 2: An amount equal to 80% of the Kaiser, Sacramento Region, premium rate for employee plus two or more (family).
- D. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City shall pay the difference through payroll deduction taken out equally of two pay checks a month (taken from 24 paychecks each year). Should employees select a health plan with lower monthly premiums than the maximum premium contribution paid by the City, the City's contribution shall be limited to the cost of the monthly premium.

Any employee waiving medical insurance coverage from the City of Lincoln shall receive a sixty-six and two-thirds percent (66-2/3%) cash back monthly benefit payment of the Kaiser, Sacramento Region, employee only premium rate. This cash back in-lieu of medical benefit due to qualified employees shall be paid in a bi-weekly sum which will not be PERS-able. An employee waiving the employee healthcare coverage must show evidence of insurance coverage.

7.2. RETIREMENT MEDICAL HEALTH BENEFITS

The City shall maintain lifetime retiree medical health benefits for those employees (and their families, where applicable) within the classifications covered by this MOU who were hired prior to January 1, 1998, worked for the City for the requisite 5 year vesting period and retired, or retire, from the City. Employees hired after January 1, 1998, and who retire from the City shall vest in lifetime retiree medical health benefits as provided in Government Code Section 22893.

7.3. LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium rate for a \$100,000 term life insurance policy for all employees covered by this Agreement. Said policies shall include a double indemnity clause for employees.

7.4. DENTAL & VISION INSURANCE

The City shall pay one hundred percent (100%) of dental and vision insurance premiums for employees and eligible dependents.

8. ARTICLE VIII – HOURS OF WORK/OVERTIME

8.1. HOURS OF WORK

Law Enforcement/Law Enforcement Support:

The LPOA and the Police Chief agree to meet and confer on alternative work schedules, within 90 days of ratification of this MOU. If there is mutual agreement on an alternative work schedule, the agreement shall be put in writing as a side letter to this MOU.

The Police Chief or designee, with the agreement of the LPOA, may modify work schedules. Unless otherwise agreed to in writing by the City Manager and the LPOA, the current workday, work period, and work schedule shall be as follows:

- A. Workday for full-time positions shall be 8 hours, 9 hours, 10 hours, or 12 hours per day.
- B. Work period shall vary depending on the work schedule for full-time positions.
- C. The department head/designee, with seventy-two (72) hours' prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off.
- D. All leave time except sick leave and bereavement leave taken by the employee shall be considered as hours worked for purposes of calculating the appropriate overtime earned, except as outlined in 8.2(G).
- E. Twelve (12) hours Shifts Schedule:
 - 1. The parties agree that should this section conflict with any other term of this Agreement, the provisions and general intent of this section shall prevail.
 - 2. Patrol officers are currently working a 12-hour shift schedule.
 - 3. The workday (work shift) for full time patrol officers shall be 12 hours per day. Officers assigned to patrol shall work seven 12-hour work shifts in a fourteen-day work period. 14-day work period based on the specific duty schedule assigned.

4. The 7/12 work schedule for non-sworn employees shall consist of seven (7) workdays of twelve (12) hours each during a biweekly pay period. During one (1) week of the biweekly pay period, employees will work three (3) workdays of twelve (12) hours each. The 7/12 workweek is designated so that the week commences in the middle of the last twelve-hour work shift in the four-day workweek and ends the following week on the same day and time, a period of seven consecutive twenty-four-hour periods.
- F. Sick Leave: Sick leave will be earned in accordance with the sick leave provisions of this Agreement. Any sick leave used will be charged on an hour for hour basis.
- G. Vacation Leave: Vacation leave will be earned in accordance with the vacation leave provisions of this Agreement. Any vacation time used will be charged on an hour for hour basis.
- H. Payroll is processed every other week.

8.2. OVERTIME

Employees shall be compensated only for overtime ordered or authorized by designated supervisory personnel and per written work schedule agreements. Overtime shall be discouraged. However, when overtime has been authorized it shall be compensated and permitted in accordance with the following.

- A. Overtime for officers assigned to patrol shall be paid for time worked in excess over 84 hours in a 14-day work period. Overtime for police personnel assigned to duties other than patrol shall be defined as time worked in excess of 80 hours in a 14-day work period.

For miscellaneous employees on the 7/12 work schedule, overtime, which is paid at 1.5 times the regular rate of pay, shall be defined as time worked by an employee in excess of twelve (12) hours per day, in excess of thirty-six (36) hours per week in the week the employee is scheduled to work three (3) twelve-hour workdays, in excess of forty-eight (48) hours per week in the week the employee is scheduled to work forty-eight (48) hours, or in excess of eighty (80) hours per biweekly pay period. The 7/12 work schedule for non-sworn employees consists of eighty-four (84) hours per pay period. The additional four (4) hours above a standard forty-hour workweek shall be considered as overtime.

Miscellaneous employees employed at the time of ratification/approval of this MOU shall continue to receive four (4) hours of CTO per pay period. This CTO shall not apply

to new employees or to existing miscellaneous employees if they promote or transfer to a position that does not currently receive the 4 hours of CTO.

- B. Overtime work not specifically authorized by the Police Chief shall be performed only upon express authorization of the Department Head/Designee or subordinate empowered by him/her to authorize the same.
- C. Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each Department Head/Designee or his/her designated alternate. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.
- D. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation or salary step advance.
- E. Compensation of overtime and holidays shall either be paid at the rate of time and one-half (1 1/2) or accrued as Compensatory Time Off at the discretion of the employee subject to the rule as stated herein.

Employees may accumulate Compensatory Time Off in lieu of overtime pay, or receive overtime pay for the pay period. Provided, however, in no event shall an employee be allowed to accumulate in excess of one hundred fifty (150) hours Compensatory Time Off. In the event an employee has accumulated one hundred fifty (150) hours Compensatory Time, payment of overtime shall be automatically made unless mutually agreed otherwise by the Police Chief and the employee. Compensatory Time accrual is at the discretion of the Police Chief. Employees shall have the option to sell back any amount of their accrued compensatory time during any pay period.

Requests for Compensatory Time payout must be submitted with and when time cards are due to payroll. The balance of any accumulated Compensatory Time shall be paid upon termination of employment.

- F. An employee who requests to use accrued compensatory time will be permitted to use such time pursuant to provisions of law.
- G. Mandatory overtime shall always be calculated at time and a half.

8.3. CALL-BACK TIME

Call-back is defined as those occasions when an employee responds to a City request made after the employee has completed his/her normal shift and left the workstation, to report to duty during

off-duty hours. For purposes of callback, time spent by employees in traveling to and from their place of residence to the work area shall not be considered hours worked. Employees shall receive a minimum of four (4) hours overtime for callback.

8.4. COURT TIME

Employees required to appear in court in response to a valid subpoena on their off-duty time shall receive a minimum of four (4) hours of overtime compensation. Employees are not required to return to work after court duty on scheduled days off.

8.5. SHIFT CHANGES NOTICE

An employee's shift shall not be changed solely to avoid overtime. Normally, an employee shall be given at least five (5) calendar days' notice of a shift change. In the absence of such notice, the employee shall receive a five percent (5%) differential over base salary for each day in which the notice was not given.

At the employee's discretion, the employee may work with the Department so as to adjust his/her work schedule in order to reduce the amount of overtime worked by the employee without the City being required to pay the five percent (5%) differential.

8.6. STANDBY DUTY

The Police Chief or designee may place an employee on Standby Duty as necessary Standby Duty requires an employee so assigned.

- A. To be ready to respond immediately to calls from the City and to be called into work,
- B. To be reachable by telephone/pager,
- C. To remain within a reasonable distance of the work location, and
- D. To refrain from activities which might impair their ability to perform any assigned duties.
- E. Standby Duty will include court standby time.
- F. Employees assigned to Standby Duty shall receive compensation of \$1.50 per hour.
- G. Employees assigned to Standby Duty and who are called in to work shall be compensated at the overtime rate pursuant to applicable provisions of the MOU and City rules.

8.7. PROBATIONARY PERIOD

The probationary period for Dispatchers covered by the assigned Agreement shall be twelve months. However, prior to the expiration of the twelve-month probationary period the department head on a showing of good cause may extend the probationary period an additional six months. The probationary periods for all other employees shall be eighteen months.

9. ARTICLE IX – LEAVES

9.1. VACATION

Employees in the LPOA shall be entitled to vacation leave as follows:

- A. Employees shall accrue vacation leave in accordance with years of service with the City of Lincoln as follows:

0 – 4 years:	100 hours per year
5 – 9 years:	144 hours per year
10 – 14 years:	160 hours per year
15 – 17 years:	184 hours per year
18+ years:	220 hours per year

- B. No employee shall be entitled to take a vacation leave until such employee has completed six (6) months of service, after which the employee shall be entitled to the use of accrued vacation leave.
- C. No employee shall accrue more than two hundred and sixty (260) hours of vacation. If an employee is to reach the maximum amount of vacation leave hours within a calendar year, they will have the option of a vacation leave cash out of no more than 80 hours.
- D. Each department head/designee shall arrange the schedule for vacations for employees with the department. In case of termination or discharge, all employees shall be entitled to pay at the employee's normal hourly rate for all accrued but unused vacation.
- E. No vacation leave shall be granted in increments of less than one (1) hour.
- F. Employees shall continue to be paid during the period of their vacation at the same rate of compensation in effect at the commencement of the vacation period.

- G. Employees who work less than full-time, but more than nine hundred (900) hours per year shall be credited vacation on a prorated basis. The nine hundred hours minimum need only be reached once during continuous employment. The maximum accumulation of vacation time shall be twelve (12) days.

9.2. VACATION SCHEDULING

Vacation time will be accepted in January of each year for that calendar year.

Senior members will have priority for vacation requests submitted in January when the vacation requested assigned in a 10-day block or more.

Vacation requests submitted after January will be granted on a first come, first serve basis.

Vacation time will be posted on the master schedule no farther ahead than three months. All other vacations will be reflected on the wall calendar and transferred over to the master schedule for each rotation affected.

The Chief of Police can modify this procedure at any time.

The Chief of Police can deny or cancel any time off that adversely affects the police department regarding staffing and operation.

Any conflicts will be settled by the Chief of Police concerning all factors involved.

9.3. SICK LEAVE

Employees covered by the assigned Agreement shall be entitled to sick leave with pay as set forth in the assigned Section.

Sworn employees shall accrue 12 hours of sick leave per month. Non-sworn employees shall accrue one (1) day per month, equivalent to their assigned shift. Sick leave hours accrued shall be credited to an employee's account on a bi-weekly basis.

Sick leave shall be credited to the employee's account upon completion of each month with no credit given for any portion of a month. A maximum of one hundred and eighty (180) days may be accumulated by City employees.

Regular part-time employees working in excess of nine hundred (900) hours per year shall be credited with sick leave on a pro rata basis. The nine hundred (900) minimum need only be reached once during continuous employment. The maximum accumulation of sick leave will be twenty-four (24) days. Sick leave may be applied to:

- A. An absence necessitated by the employee's incapacitation from the performance of regular duties due to personal illness, injury or pregnancy,
- B. Medical, optical or dental office appointments,
- C. An absence due to a child, stepchild, domestic partner's child, grandchild, domestic partner's grandchild, a person for whom the employee is entitled to a Federal Income Tax depended exemption, spouse, domestic partner, employee's parent, spouse's or domestic partner's parent, employee's grandparent, or spouse or domestic partner's grandparent is incapacitated by illness or injury and it is necessary for the employee to provide care.

9.4. PAY FOR UNUSED SICK LEAVE

Employees in good standing whose employment with the City is otherwise terminated shall be paid for unused sick leave in accordance with the following:

- A. Employees with five (5) or less years of continuous service shall receive no payment of their sick leave balance.
- B. Employees within excess of five (5) years of continuous service up to and including twelve (12) years of service receive twenty-five percent (25%) of said leave.
- C. Employees in excess of twelve (12) years of continuous service will be paid one hundred percent (100%) of said leave.
- D. Payment for unused sick leave shall be at the rate then in effect for the concerned employee.
- E. Payment for unused sick leave does not extend the employee's status as a City employee.
- F. Employees hired after January 1, 2001 shall be allowed to accrue up to a maximum of 1,000 hours of sick leave. When said employee terminates his/her employment with the City and has in excess of five (5) years of service with the City, he/she shall be paid at twenty-five percent (25%) of accumulated sick leave, up to the maximum accrual.
- G. Employees hired prior to January 1, 2001 may accrue up to 1,440 hours of sick leave.

- H. The parties will meet within fifteen (15) days of ratification/approval to finalize the language of this section to reflect actual practice.

9.5. BEREAVEMENT LEAVE

The Police Chief or designee may authorize bereavement leave with pay for a permanent, full-time City employee due to the death of his/her parent, step parent, spouse, domestic partner, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step child, adopted child, aunt, uncle, or death of any person residing in the immediate household of the employee at the time of death. Such bereavement leave may be authorized for up to 24 hours. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request:

- A. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay may be granted, which shall be deducted from accrued sick leave. Should additional leave be necessary, the Police Chief or designee may authorize the use of CTO, vacation, sick leave, or authorized leave without pay.
- B. Eligible employees may use this benefit as qualifying events occur.
- C. Part-time employees will be eligible for bereavement leave on a pro rata basis, based on hours worked.

9.6. JURY DUTY

When an employee assigned is summoned to Jury duty he/she shall immediately inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

9.7. HOLIDAYS

For employees assigned as Community Service Officers and/or Dispatchers, the following shall apply:

The following days shall be paid holidays:

- A. New Year's Day,
- B. Martin Luther King Jr. Day,
- C. President's Day,
- D. Memorial Day,

- E. Independence Day,
- F. Labor Day,
- G. Veteran's Day,
- H. Thanksgiving Day,
- I. The day after Thanksgiving Day,
- J. Christmas Day,
- K. Two floating holidays per calendar year

For non-shift work, if a holiday falls on Saturday, then the previous Friday is to be taken. If a holiday falls on Sunday, then the following Monday assigned to be taken. For shift work, Holidays shall be observed on the actual day of the Holiday.

Any employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Overtime Sections in this Agreement. If the holiday falls on an employee's regular day off, he/she shall be paid eight (8) hours of straight time for that holiday not worked.

Paid holidays granted by the City to full-time, regular employees shall also be granted, on a prorated basis, to part-time, permanent employees. Such proration shall be based upon part-time hours worked.

The City shall allow employees to receive a cash payout in lieu of the use of their floating holiday.

9.8. HOLIDAY IN-LIEU PAY

For all sworn police employees, the following shall apply:

Sworn employees assigned to shift work shall receive Holiday-in-Lieu Pay. Each employee shall receive one hundred and thirty-two (132) holiday hours per year, paid on a bi-weekly basis at base rate. Newly hired and separating employees shall receive holiday hours on a pro rata basis.

9.9. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head/designee and the Police Chief a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.

9.10. LEAVES OF ABSENCE

Department heads/designee may grant a regular full-time employee leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the City Manager.

Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular full-time employees upon recommendation of the department head/designee and approval of the City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head/designee with approval by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.

Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty shall be cause for dismissal and the employee shall automatically waive all rights under these rules. The depositing of a first class letter of notification to return to duty in the US Postal Service, addressed to the employee's last known address shall constitute reasonable notice.

The granting of leave of absence without pay or benefits related to employment for any period exceeding one (1) full pay period shall result in setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.

9.11. MATERNITY LEAVE

A. Continuation of Employment

A pregnant employee may continue employment as long as her health, the health of the unborn fetus, or the employee's ability to adequately perform prescribed job responsibilities will not be adversely affected by continued employment.

B. Notification

Applicable employees shall notify the department head/designee in writing upon notice by their treating physician that such pregnancy exists, including the anticipated date of childbirth or other related medical conditions and their anticipated date of return to full duty. At any time during the pregnancy, the department head/designee may require the employee to furnish medical evidence or information to support the employee's medical suitability for continued employment.

C. Term of Leave

Maternity absences shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or other related medical conditions, as provided below:

1. A pregnant employee may take accrued sick leave with pay for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.
2. A pregnant employee may elect to use accrued vacation, compensatory time off, or any other earned form of paid absence from work in lieu of or in combination with, paid sick leave during the period of pregnancy related leave, the combination of which may not exceed normal full pay.
3. Eligible employees may be granted sick leave without pay; however, no such absence without pay shall be granted until the employee has exhausted all accumulated paid sick leave, as well as all other accumulated but unused paid leave time.
4. Use of paid leaves will be considered hours worked for purposes of computing overtime compensation.
5. Nothing in this Agreement is meant to limit an employee's rights to pregnancy leave as provided by the Federal Family and Medical Leave Act and/or the California Family Rights Act.

10. ARTICLE X – GRIEVANCE PROCEDURE

10.1. PURPOSE

In order to establish harmonious and cooperative relationships between the City and its employees, and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. The Association agrees that the grievance procedure is the exclusive dispute resolution machinery for resolving issues within the MOU; employees may not engage in self-help or concerted activities as a forum of dispute resolution.

10.2. DEFINITION OF GRIEVANCE

A grievance is a complaint of an affected employee or group of employees alleging unfair treatment resulting from a management decision concerning the interpretation or application of

this Agreement, or the City rules or regulations governing personnel practices or working conditions, within the control of management and for which there are no other procedures in existence which may be used to resolve such problem.

10.3. EMPLOYEE'S RIGHT TO REPRESENTATION

An employee shall have the right to be represented by a representative of the employee at all times and at every formal step in the grievance procedure.

10.4. GRIEVANCE PROCEDURE

The Grievance Procedure shall be as follows:

A. Step 1: Informal Grievance Procedure

All persons having a grievance shall attempt to resolve such grievance by discussion with his/her immediate supervisor within five (5) days of the event and prior to submission of a formal grievance.

B. Step 2: Formal Grievance Procedure

In the event that a settlement cannot be reached after the informal meeting, a written grievance may be presented within fifteen (15) working days to the Department Head/Designee. The Department Head/Designee shall have fifteen (15) working days to investigate and render a written decision. Failure of the Department Head/Designee to render a timely written decision on the grievance, shall allow the grievant to proceed to the next step, and be governed by, the time limitations of Step 3 of this procedure.

All time limits listed in this Article are mandatory unless an extension of time has been confirmed in writing.

C. Step 3: Formal Grievance Procedure

If a mutually satisfactory solution has not been reached, the grievant has fifteen (15) working days to submit the grievance to the City Manager. The City Manager shall have fifteen (15) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary. Failure of the City Manager to render a written decision within fifteen (15) working days shall constitute a denial of the grievance. The grievant shall proceed to, and be governed by, the time limitations of Step 4 of this procedure.

D. Step 4: Mediation Process

This procedure applies to all disputes involving the interpretation and application of this MOU, or the City rules or regulations governing personnel practices or working conditions. This step is not to be used where employee discipline is at issue.

An appeal may be referred to mediation if the appellant is not satisfied with the disposition of the City Manager's review step of the procedure.

The appellant must notify the Employer in writing within fifteen (15) working days of the conclusion of the review of the appellant's desire to refer the matter to mediation. The Employer shall respond to the appellant, and schedule a mediation hearing with the California State Mediation and Conciliation Service.

Mediation conference will take place at a mutually convenient location and shall not be open to parties other than those who are direct parties in the action.

Proceedings before the mediator shall be confidential, informal in nature and shall not be admissible in any subsequent hearing. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her. In the event a resolution is reached, the matter shall be reduced to writing. In the event that a resolution is not reached, the parties may stipulate the unresolved issues in writing and submit them to the Hearing Officer within fifteen (15) working days.

The parties to this agreement shall share equally the cost of the mediator.

E. Step 5: Procedure for Appeal to a Hearing Officer

An impartial arbitrator shall be selected jointly by the parties in order to conduct the hearing and report findings, conclusion, and recommendations to the City Manager. All parties to the agreement shall adhere to the Arbitrator's final decision.

Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.

Hearings will be presided over by the hearing officer.

The grievant shall have a right to appear in person on his/her own behalf, with counsel or such representation as he/she requests to represent his/her case.

The Hearing Procedure shall be as follows:

- A. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure.
- B. Either party may call witnesses, introduce evidence, testify, and question witnesses.
- C. Except for appeals of discipline (suspension, demotion, termination), the grievant has the burden of proof and shall first present evidence and testimony.
- D. The customary order of proceedings is as follows:
- E. Opening statement by the initiating party followed by a similar statement by the other party.
- F. Presentation of evidence, witnesses, and arguments by the initiating party.
- G. Cross-examination by the other party.
- H. Presentation of evidence, witnesses, and arguments by the defending party.
- I. Cross-examination by the initiating party.
- J. Summation by both parties, usually following the same order as in the opening statements.
- K. This is the "customary order." The hearing officer may vary this order, either on his own initiative or at the request of a party. In any case, the order in which the facts are presented does not imply that the "burden of proof" is more on one side than the other, for both parties must try to convince the hearing officer of the justice of their positions.
- L. The hearing may be recorded at the request of either party with such expense being borne equally by the parties.
- M. If the parties want to file written post hearing briefs, or other data, the time limits shall be set by the hearing officer, and the hearing shall remain open until these documents are received.
- N. After both parties have had equal opportunity to present all their evidence, the hearing officer shall declare the hearing closed.

11. ARTICLE XI – DISCIPLINARY REVIEW PROCEDURE

11.1. NOTICE OF PROPOSED DISCIPLINE

The City Manager shall, prior to taking disciplinary action to demote (except for demotion in lieu of layoff), discharge, or suspend without pay for one (1) day or more a regular employee, provide the employee with a written Notice of Proposed Disciplinary action which shall contain the charges and the specific factual basis for the charges and the nature of the proposed disciplinary action. Said notice shall inform the employee of his/her right to respond to the charges.

11.2. RESPONSE

The employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, orally or in writing, within five (5) days of receipt to said notice. Any written response shall be delivered to the office of the City Manager within the time allowed. If the employee desires to respond orally, the employee shall make an appointment with the City Manager for a response meeting within the time allowed. The employee may bring a representative of his/her choice to a response meeting.

11.3. DISCIPLINARY ACTION

After the employee's response is received or, if no response is received, after the five (5) day period expires, the City Manager shall determine whether to proceed with the proposed disciplinary action and notify the employee in writing.

11.4. NOTICE OF DISCIPLINARY ACTION

If the City Manager decides to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the employee by certified mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action which shall not be earlier than five (5) days after the Notice of Proposed Disciplinary action is sent to the employee. This notice shall inform the employee of the right to appeal the action.

11.5. APPEAL

In cases of discharge, demotion (except for demotion in lieu of layoff) and suspension without pay for five (5) days or more, the employee may appeal the disciplinary action by filing a Notice of Appeal containing a detailed statement of the grounds for appeal with the City Manager within five (5) days of receipt of Notice of Disciplinary Action. In cases of suspension without pay for one (1) day or more but less than five (5) days, the employee may file a formal grievance with the City Manager within fifteen (15) days of receipt of Notice of Disciplinary action. Thereafter, the grievance shall proceed under the grievance procedure set forth in Article IX of this Memorandum of Understanding.

11.6. ARBITRATION HEARING PROCESS

If after consideration of the employee's appeal of and response to the disciplinary action, the City Manager affirms the penalty imposed, the employee may appeal the decision of the City Manager to an arbitrator pursuant to this section. The appeal of the City Manager's decision must be made within fifteen (15) days of the issuance of the City Manager's decision to the employee. The date of issuance shall be calculated from the date of the postmark and the City Manager's decision to be sent to the employee at his/her home address. Within fifteen (15) days of the City manager's decision, the parties must select an arbitrator. If the parties cannot mutually agree upon an arbitrator, the arbitrator shall be selected from a list provided by the California State Mediation and Conciliation Service (CSMS). The CSMS list shall contain five (5) names of labor relations neutrals, and the parties shall alternately strike names from the list. The first strike shall be determined by lot. The last name remaining on the list shall be the arbitrator.

The parties to this agreement shall share equally the cost of the arbitration.

The arbitrator will operate under the rules of proceeding of the American Arbitration Association unless such rules are in conflict with this Memorandum of Understanding.

The arbitrator shall have no authority to add to, delete, modify, change, reconstruct or ignore this Memorandum of Understanding, City Policies, Rules and Regulations. Moreover, the arbitrator shall not have the authority to waive any time limits under this procedure; only the parties may do so by mutual agreement in writing. The decision of the arbitrator shall be final, binding and conclusive on all parties.

The appeal hearing before the arbitrator shall be conducted as a full evidentiary hearing with the right to represent witnesses in evidence, cross-examine opposing witnesses, representation by counsel and findings to support the decision. Said hearings shall be conducted in closed session. The City shall not be held to the evidentiary standard applied in criminal matters of proof beyond a reasonable doubt.

11.7. SUSPENSION PENDING ACTION

The City Manager shall have the power to suspend the employee, with or without pay, during the period between the date the notice of proposed disciplinary action is sent and the date the disciplinary action becomes effective. The employee shall be reimbursed for any loss of pay or benefits incurred during this period and seniority shall not be negatively affected, should the disciplinary action be overturned or modified accordingly.

11.8. PROBATIONARY EMPLOYEES

Probationary employees are not entitled to notice or hearing as described in this MOU in the event they are terminated during the probationary period.

11.9. LIMITATION ON APPLICATION

This section shall not apply to suspensions without pay of less than five (5) days, demotions in lieu of layoff, or any disciplinary actions not previously listed above. Employees shall be entitled to grieve disciplinary actions not covered by this section through the grievance procedure set forth in Article IX of the MOU only; provided, however, that in the case of suspension of one (1) day or more but less than five (5) days, the City shall comply with sections 10. 1 - 10.4 of this Article.

12. ARTICLE XII – SAFETY

12.1. SAFE CONDITIONS

The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Employees shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

12.2. UNIFORMS AND SAFETY EQUIPMENT

Newly hired employees shall receive an initial allocation of uniforms, safety equipment, devices and safety-related items at no cost to the employee. Officers assigned to special assignments requiring assignment-specific uniforms and equipment shall be provided such uniforms and equipment by the City at no cost to the employee for the duration of the assignment, including the necessary replacement of said required uniforms and equipment.

The City shall provide all safety equipment, devices, and safety-related items for the employee to perform the normal tasks of their respective classification. Equipment provided includes body armor and external vest carrier, leather gear, cuffs, chemical agent, baton, and other safety-related items as specified by the Department. All items provided by the City shall remain property of the City and shall be returned to the Department upon request or upon termination of employment.

These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life, and limb. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

12.3. SAFETY TRAINING

The City shall make available to the employees updated training programs on safety matters and issues as it deems necessary. Such training will be provided as the City deems necessary and will include, but shall not be limited to, training on first aid, cardiopulmonary resuscitation (CPR), toxics and corrective procedures in dealing with toxics.

13. ARTICLE XIII – REDUCTION IN FORCE

13.1. RESIGNATION

An employee wishing to leave the classified service in good standing shall file a written resignation with the department head/designee at least two (2) weeks before leaving the service, stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the department head/designee as to the resigning employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the required notice shall be entered on the service record of the employee and may be cause for denial of future employment with the City. The resignation of an employee who fails to give notice shall be reported immediately by the department head/designee to the City Manager.

When a Friday is observed as a designated holiday for applicable employees, the resigning employee shall be paid for such Friday, provided the employee works at least one (1) day following the holiday prior to service separation.

13.2. DISMISSAL

Regular full-time employees may be dismissed at any time for cause by the City Manager. The affected employee shall be notified in writing at least five (5) calendar days prior to the effective date of dismissal to allow implementation of the pre-disciplinary and appeal processes, except for dismissal based on emergency circumstances, in which case the employee may be released immediately, but this shall not affect the employee's due process rights.

13.3. LAYOFF

A. Non-Discrimination in Work Force Reduction

Layoffs and demotions, which result from a reduction in force, shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, or physical handicap.

B. Layoff Plan

In the interest of employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the City may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours and the like, in order to reduce the impact upon employees, so long as it is in the City's best interest to take such measures.

C. Abolition of Positions

The City Council may abolish any position in City service when, in Council's judgment, such action becomes necessary. Employees transferred, demoted or laid off because of abolition

of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.

D. Layoff Area and Priority

The City Manager, in consultation with the City Council, shall determine the area(s) and position(s) in which layoffs may occur, including the identification of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, a copy shall be submitted to all affected and recognized employee organizations, and these regulations shall prevail as to the method and manner for implementing such layoffs.

Employees holding temporary, seasonal, part-time, probationary, or provisional appointments shall be laid off first. Employees serving in a regular part-time position shall be laid off second. Employees in classified service who have completed probation (i.e. regular classified employees) shall be laid off last.

Should it become necessary to layoff regular classified employees, the person(s) laid off shall be those with the least service credit within an identified position in the affected department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.

E. Layoff Notification

The City Manager shall give notice personally or in writing to the last known address to each employee affected by a layoff at least five (5) working days prior to the effective date of such action. The notice shall include:

1. The reason(s) for layoff;
2. Classes or positions to which the employees may transfer or demote within the department, if any;
3. Effective date of the action;
4. Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and
5. Appeal right of the employee; excluding layoff resulting from abolition of the position.

F. Reduction in Force

Except in those instances where senior employees are not qualified to perform the remaining work duties, seniority shall determine the order of layoff, which shall be in inverse order of seniority within each work classification and organizational unit, provided that any employee

who is to be laid off and has previously served in a lower work classification covered by this agreement may request to exercise seniority rights in such a lower classification. Final determination of qualifications to perform remaining work duties shall be made by the City Manager, after discussions with the LPOA, and shall be a determining factor in allowing the displacement of a junior employee; however, where all factors considered are relatively equal between employees, retention shall be on the basis of seniority.

G. Layoff of Bumped Employee

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) calendar days prior to the effective date of the layoff.

The names of regular full-time classified employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis, last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing authority when a vacancy for that class is to be filled before certification of any other employment list.

H. Reinstatement Lists

The eligibility of individuals on Reinstatement Lists shall extend for a period of one (1) year from the date of layoff. Eligibles not responding to written notification of an opening within five (5) working days shall have their names removed from the Reinstatement Lists.

I. Notice of Recall from Layoff

Notice shall be given by Return Receipt Requested Mail and shall specify the date for reporting to work, which shall be not more than twenty-one (21) days from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or actual delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have five (5) days to accept or decline the recall opportunity.

An employee who fails to respond to writing within five (5) days, refuses recall, or fails to report on the prescribed date within the twenty-one (21) days maximum, thereby waives all further right to recall and reinstatement as an employee. When recall is declined, the City shall proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list is exhausted. Reinstated persons shall receive the following upon return to service:

1. Retention of regular full-time service length accrued as of date of layoff.

2. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step.
3. The accrual rate of vacation and sick leave in effect for the employee's service length and class at the time of rehire, but insurance contributions shall be at the level of a new employee. All other benefits and programs shall be consistent with those provided to new hires.

J. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and shall be entitled only to those rights under normal separation of service.

14. ARTICLE XIX – MISCELLANEOUS

14.1. FULL UNDERSTANDING, MODIFICATION, WAIVER

The parties jointly represented to the City Council that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

Except where specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed Memorandum of Understanding between the parties.

14.2. SEPARABILITY OF PROVISIONS

Should any provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding.

14.3. USE OF TOBACCO

Department personnel shall not smoke or chew tobacco when they: (1) are in formation, (2) have to leave their assignment or post for the sole purpose of doing so, (3) are engaged in traffic control or direction, or (4) are dealing in person with the public. Smoking at all other times will be in compliance with all applicable City and County smoking ordinances.

14.4. OFF DUTY EMPLOYMENT

Department personnel may engage in off-duty employment subject to the following limitations: (1) such employment shall not interfere with employment with this department; (2) personnel shall

submit a written request for off-duty employment to the City Manager or designee whose approval must be granted prior to engaging in such employment.

Approval may be denied where it appears that the outside employment might: (1) render personnel unavailable during an emergency; (2) physically or mentally exhaust personnel to the point that their performance may be affected; (3) require that any special consideration be given to scheduling of regular duty hours.

The Employer-Employee Representative whose signatures appear below on behalf of their respective organizations hereby execute this memorandum of understanding this 24th day of May, 2022.

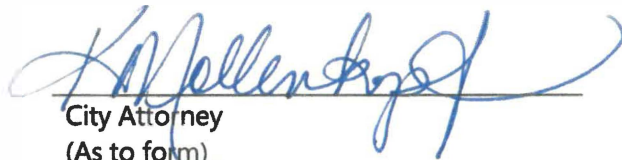
FOR THE CITY:



Mayor, City of Lincoln

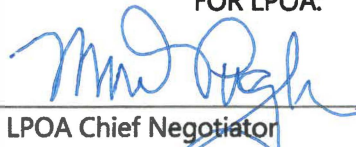


City Manager



City Attorney
(As to form)

FOR LPOA:



LPOA Chief Negotiator



LPOA President