

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND OPERATING ENGINEERS LOCAL
UNION NO. 3, ON BEHALF OF THE MENDOTA POLICE OFFICERS ASSOCIATION**

This Addendum to Memorandum of Understanding Between the City of Mendota and Operating Engineers Local Union No. 3, on Behalf of the Mendota Police Officers Association (the "*Addendum*"), made this 25th day of April, 2017, is entered into between the City of Mendota (the "*City*"), on the one hand, and Mendota Police Officers Association ("*MPOA*" or the "*Association*") and Operating Engineers Local Union No. 3 ("*OE3*" or the "*Union*"), on the other. The City, MPOA and OE3 are sometimes collectively referred to herein as the "*Parties*" or individually as a "*Party*." This Addendum is governed by Sections 3500-3510 of the Government Code of the State of California (otherwise known as the "*Meyers-Milias-Brown Act*" or "*MMBA*"), and the City's Personnel Rules, ordinances, policies, rules, or other regulations. In the event of a conflict between the laws under the MMBA and this Agreement, the City's Personnel Rules, ordinances, policies, rules and other regulations, and laws under the MMBA shall govern.

RECITALS

The Parties agree that the following background facts are true and correct:

A. On or about July 1, 2017, the City, MPOA, and OE3 entered into the Memorandum of Understanding Between the City of Mendota and Operating Engineers Local Union No. 3, on Behalf of the Mendota Police Officers Association (the "*Agreement*").

B. The City anticipates ordering a special election by mail-in ballot on August 29, 2017 (the "*Election*"), on (i) an ordinance increasing in the City' Sales and Use Tax and (ii) an ordinance imposing a Special Parcel Tax, to help fund public safety (collectively, the "*Ordinances*").

C. Until the Ordinances are submitted to the electorate for approval, it is unclear what level of funding will be available to the City to enhance public safety.

In this context, the Parties hereby agree that the Agreement shall be amended as follows:

1. **Modifications to Article I, Section E**

Article I, Section E, is replaced with the following language:

The term of this Agreement will be July 1, 2015, to June 30, 2018. There shall be no additional request made for a wage reopener for the fiscal year of 2016/17 or 2017/18. If the electorate passes both Ordinances at the Election, the Parties will begin the process for a comprehensive update to this Agreement on or before January 31, 2018.

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2. **Modifications to Article V, Section A**

Article V, Section A, is replaced with the following language:

The annual compensation schedule for Police Officers and Police Corporals, and Police Sergeants employ on a full-time basis shall be as follows from July 1, 2015, to June 30, 2017:

Compensation Schedule (July 1, 2015, to June 30, 2017)					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$17.9178	\$18.8137	\$19.7544	\$20.7421	\$21.7799
Police Corporal	\$18.8191	\$19.7601	\$20.7481	\$21.7855	\$22.8747
Police Sergeant	\$20.3081	\$21.3235	\$22.3897	\$23.5092	\$24.6846

The annual compensation schedule for Police Officers and Police Corporals, and Police Sergeants employed on a full-time basis shall be as follows starting July 1, 2017, reflecting an additional five percent (5%) COLA for each classification listed below:

Compensation Schedule (July 1, 2017, to June 30, 2018)					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$18.8137	\$19.7544	\$20.7421	\$21.7792	\$22.8689
Police Corporal	\$19.7601	\$20.7481	\$21.7855	\$22.8748	\$24.0184
Police Sergeant	\$21.3235	\$22.3897	\$23.5092	\$24.6847	\$25.9188

Employees shall be eligible for a salary step increase at the time of his/her yearly performance evaluation, contingent on the Employee receiving a satisfactory performance evaluation along with a recommendation for the salary step increase made by the Employee's supervisor and approved by the City Manager. When an Officer is promoted to Corporal, they shall be promoted to the same step in the new classification.

If the electorate passes both Ordinances at the Election, the City shall approve a revised salary schedule by January 31, 2018, which shall go into effect no earlier than June 1, 2018.

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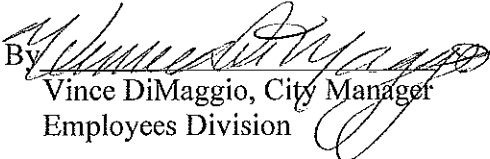
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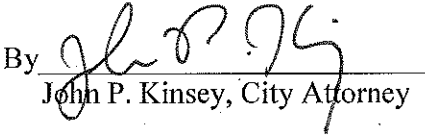
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IN WITNESS WHEREOF, the Parties hereto, pursuant to authorization duly granted, have executed this Agreement to be effective as of the date first shown above.

FOR THE CITY OF MENDOTA

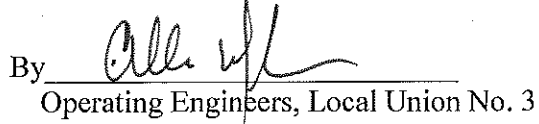
By 
Vince DiMaggio, City Manager
Employees Division

Dated: April 26, 2017

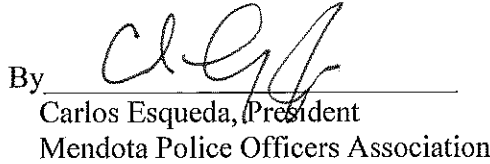
By 
John P. Kinsey, City Attorney

Dated: May 9, 2017

FOR THE UNION/ASSOCIATION

By 
Operating Engineers, Local Union No. 3

Dated: 5-23-17

By 
Carlos Esqueda, President
Mendota Police Officers Association

Dated: 5-23-17

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND OPERATING ENGINEERS LOCAL UNION
NO. 3, ON BEHALF OF THE MENDOTA POLICE OFFICERS ASSOCIATION

July 1, 2015– June 30, 2017

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**ARTICLE I
(PREAMBLE)**

A. Preamble

This Memorandum of Understanding ("Agreement") is entered into by the City of Mendota (hereafter referred to as the "City") and the Mendota Police Officers Association (hereafter referred to as "MPOA" or the "Association") and Operating Engineers Local Union No. 3 (hereafter referred to as "OE3" or the "Union"). This Agreement is governed by Sections 3500-3510 of the Government Code of the State of California (otherwise known as the "Meyers-Miliias-Brown Act" or "MMBA"), and the City's Personnel Rules, ordinances, policies, rules, or other regulations. In the event of any conflict between the laws under the MMBA and this Agreement, the City's Personnel Rules, ordinances, policies, rules or other regulations, the laws under the MMBA shall govern.

B. Purpose

The purpose of this Agreement is to promote harmonious relations between the City, the Association, and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work and other terms and conditions of employment.

C. Past Practices

The parties agree that this Agreement supersedes any past practice expressly covered by this Agreement, but does not affect any other written understanding agreed to by the parties that is not expressly addressed in this Agreement.

D. No Abrogation of Rights

The parties acknowledge that the City's and Union's responsibilities and rights as indicated in the City's Personnel Rules, Mendota Police Department Policy Manual, ordinances, policies, rules, or other laws and regulations are not abrogated by the adoption of this Agreement.

E. Term

The term of this Agreement will be July 1, 2015 to June 30, 2017. There shall be no additional request made for a wage reopener for the fiscal year of 2016/17.

**ARTICLE II
(MANAGEMENT RIGHTS)**

A. Management Rights

It is understood and agreed that the City retains all of its powers and authority to direct, manage,

and control its operations to the full extent of the law. These powers and authority include but are not limited to:

1. Directing the work of Employees;
2. Hiring, discharging, promoting, demoting, transferring, laying off, assigning, reassigning, and classifying Employees;
3. Disciplining Employees for cause;
4. Taking all actions as may be necessary to carry out the mission of the City;
5. Determining the methods, means and personnel by which operations are to be conducted; and
6. Determining the budget, organization, merits, necessity, and level of any activity or service provided to the public.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, will be limited only by the express terms of this Agreement.

ARTICLE III (RECOGNITION)

A. Recognition

The City acknowledges the Union, representing the MPOA, as the sole and exclusive recognized employee organization representing employees covered under this Agreement. The Union and the City agree to meet and confer in good faith promptly upon request by the other party and to continue for a reasonable amount of time in order to freely exchange information, opinions and proposals and endeavor to reach agreement on matters within the scope of representation under the MMBA as related to employees covered under this Agreement.

B. Unit Description

The bargaining unit of employees defined for the purpose of this Agreement will mean full-time Sergeants, Corporals and Police Officers (hereinafter referred to as "Employees") employed by the City, excluding temporary, seasonal, confidential, and management employees. Management employees shall be considered to include the rank of Lieutenant up to the Chief of Police.

C. Union Officers and Representatives

Association Officers and Union representatives agree to work with the City Manager or his/her designee as the agent of the City in all matters related to grievances (in accordance with Article

VII of this Memorandum of Understanding), the interpretation of this Agreement, and any and all negotiations for successor agreements.

D. Association/Union Rights

The Association/Union shall have the following rights and responsibilities:

1. The City shall not interfere with nor discriminate against any employee by reason of his/her membership in the Union and/or Association, or by reason of any activity required by this Agreement.
2. The City shall not intimidate any employee or attempt to restrain any employee or attempt to limit the full and free expression of Employees' rights to participate in Union and/or Association's lawful activities.
3. The City shall deduct Association membership dues and assessments, the amount to be designated by the Association, and any other mutually agreed upon payroll deductions each pay period from the pay of member Employees. The dues or other mutually agreed payroll deductions must first be authorized in writing by the Employee on an authorization card acceptable to the City.

The Employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized, or no deduction shall be made by the City. When an Employee is on an unpaid status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the Employee be required to deposit the amount which would have been made in paid status during that period.

The deduction check covering all such deductions shall be transmitted to the Association & Union at least once monthly and made payable to: Operating Engineers Local Union No. 3.

The Union and/or Association agree to hold the City harmless and indemnify the City against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Union and/or Association, except the intentional failure of the City to transmit moneys deducted from Employees to the Union and/or Association pursuant to this section of the Agreement.

4. Except in cases of emergency as provided in this subsection, the Union, if affected, shall be given reasonable advance notice of ordinance, resolution, rule or regulation directly and primarily relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives. In cases of emergency, the City shall make its best effort to notify the Association on the first business day after the emergency.

5. The City shall provide officers of the Association and the officially designated representatives of the Union reasonable access to employee work locations, with prior Department Head and City Manager notification and approval for the purpose of processing

grievances or contacting Employees of the Association concerning issues within the scope of representation.

**ARTICLE IV
(STATUS OF EMPLOYEES)**

A. Status of New Employees

A new Employee shall be on probation in accordance with Section II.A.20 of the City's Personnel Rules.

B. Status of Employees Who are Promoted

Any Employee rejected during the probationary period following a promotion, or at the conclusion of the probationary period shall be reinstated to the position from which he/she was promoted, in accordance with Section II.A. of the City's Personnel Rules.

**ARTICLE V
(COMPENSATION)**

A. Salary

The annual compensation schedule for Police Officers and Police Corporals, and Police Sergeants employed on a full-time basis shall be as follows starting July 1, 2015 reflecting a five (5%) COLA for each classification listed below:

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$17.9178	\$18.8137	\$19.7544	\$20.7421	\$21.7799
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Police Sergeant	\$20.3081	\$21.3235	\$22.3897	\$23.5092	\$24.6846

Employees shall be eligible for a salary step increase at the time of his/her yearly performance evaluation, contingent on the Employee receiving a satisfactory performance evaluation along with a recommendation for the salary step increase made by the Employee's supervisor and approved by the City Manager. When an Officer is promoted to Corporal, they shall be promoted to the same step in the new classification.

B. Work Schedules and Overtime Compensation

The Chief of Police has the discretion to set Employee work schedules per the needs of the Department, including, but not limited to: a 3/12, 4/10, and/or a 5/8 work schedule. Employees will be provided reasonable advance notice of any modifications of work schedules.

The Association and the Union acknowledge that the City has established a 14-day work period for Employees.

Employees will receive overtime for all hours worked in excess of 84 hours in a 14-day work period. All overtime earned will be paid out in cash at time-and-one-half of the employee's regular rate of pay. All overtime hours must be approved by an Employee's supervisor prior to being worked. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Employee's supervisor or his/her designee on the next regular business day after such work is performed.

C. Training Time

Employees will be compensated for hours worked in training time that is mandated by the City or Police Department. All such training time must be approved in advance by the Chief of Police. For P.O.S.T. certified trainings, Employees will be reimbursed for costs incurred, if applicable, at the P.O.S.T. reimbursement rate.

D. Out of Class Pay

An employee who is required to perform the duties of a higher classification shall receive an increase in his/her salary at the equivalent step level of the higher classification, commencing on the thirtieth (30th) consecutive working day worked out-of-class.

E. P.O.S.T. Certificate Pay

Employees who have a Basic, Intermediate, or Advance P.O.S.T. Certificate shall receive the following payment on July 1st of each year:

Basic P.O.S.T. Certificate - \$350

Intermediate P.O.S.T. Certificate - \$450

Advanced P.O.S.T. Certificate - \$550

This section is intended to apply to the entire duration of the Agreement and ongoing, contingent on an employee being employed by the City at the time of the annual payment and that the respective payment corresponds to the highest respective P.O.S.T. certificate held by the employee at that time.

F. Direct Deposit

City will accommodate the MPOA by providing direct deposit to allow employees to deposit their paychecks into their bank or saving account.

**ARTICLE VI
(BENEFITS)**

A. Uniform Allowance

The City will provide Employees with two (2) sets of shirts and pants as uniforms upon hiring, two (2) sets of pants and shirts as uniforms each year thereafter, and one (1) jacket will also be provided upon employment and replaced every three years as needed. In addition, the City will replace uniforms where reasonable as the result of the course and scope of Employee's job duties.

Employees assigned to special duties, such as detective duty, may elect, upon approval of the Chief of Police, to receive two (2) polo shirts in lieu of one (1) annual set of standard duty uniform.

Employees assigned to Crime Scene Technician Duty may, upon approval of the Chief of Police, receive one (1) set of BDUs or cargo pants and polo shirt.

Furthermore, Employees shall be issued one (1) formal cap and one (1) baseball cap at hiring. Employees shall be issued one (1) baseball cap each year thereafter.

B. Safety Equipment

All sworn personnel shall, as soon as possible after the initial date of employment, receive City furnished safety equipment as follows:

1. Aerosol Tear Gas (Mace)
2. Aerosol Tear Gas (Mace) Holster
3. Ammunition
4. Ammunition Holder
5. Baton
6. Baton Ring
7. Flashlight Batteries
8. Flashlight Bulbs
9. Handcuffs
10. Handcuff Case
11. Keeper Straps (4)
12. Sam Brown Gun Belt
13. Service Weapon
14. Service Weapon with Holster
15. Bulletproof Vest

All safety equipment described in the MOU shall remain the property of the City and shall be returned to the City upon request or upon the employee's termination of employment.

All safety equipment described in the MOU shall be replaced on an as needed basis by the City, when necessary with the approval of the Chief of Police.

If any equipment described in this MOU is lost or damaged by the employee, he/she shall pay appropriate repair or replacement costs. This does not include damage that occurs in the normal course and scope of Employee's job duties.

C. Vacation

Employees shall accrue vacation credits at the following rates:

Up to five (5) years of service:	3.24 hours per pay period
More than five (5) years of service:	4.85 hours per pay period
More than ten (10) years of service:	6.46 hours per pay period

Vacations must be scheduled at least thirty (30) days in advance, with the prime consideration being that necessary functions of the Police Department are adequately maintained. Whenever two (2) or more Employees request the same vacation period, the matter will be settled on the basis of seniority.

Emergency vacation leave of less than five (5) working days may be granted if the employee gives as much prior notice as is reasonably possible and it is a true emergency. Requests for emergency leave will not be denied unless the functions of that department would be seriously jeopardized by the absence of the Employee.

Maximum vacation accrual shall not exceed two times the annual accrual rate. An employee shall not accrue vacation hours in excess of the maximum accrual. Hours may begin to be accrued again once the vacation leave balance falls below the maximum accrual cap.

D. Holidays

Holiday compensation shall be issued twice per year as a separate check from the normal payroll check, on the thirteenth (13) and twenty-six (26) payroll period of each year. The compensation shall be for 120 hours of Holiday Pay annually, equating to 15 full, 8 hour holidays. Said compensation shall accrue at a rate of 4.6154 hours per pay period.

E. Sick Leave

Sick leave with pay shall accrue at the rate of 5.40 hours per pay period.

At least three (3) hours prior to the start of his/her scheduled shift, an Employee who is going to be absent on sick leave shall contact his/her immediate supervisor to inform him/her of the sick leave absence.

An Employee may use sick leave only for the following reasons:

1. Personal illness or incapacity;

2. Illness of a member of the Employee's household or immediate family which requires the Employee's personal care and attendance, not to exceed six (6) working days in any calendar year; and

3. Death of a member of the Employee's household or immediate family, not to exceed five (5) working days for any one death. Immediate family shall be restricted to father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, foster children and adopted children. The first three (3) working days of the maximum five working days granted under this subsection will be considered bereavement leave paid for by the City.

The City may, in its discretion, require Employees to present a doctor's note, verifying the need for sick leave after 3 consecutive days or when there is reason to suspect the employee of abusing sick leave.

Employees may accumulate up to a maximum of 504 hours of sick leave. If an employee reaches this maximum limit of sick leave, they will not continue to accrue sick leave until their overall accrual falls below 504 hours of sick leave. However, the maximum amount that an employee may receive for unused sick leave, upon separation or retirement after having worked for the City for five years or longer, is \$1,000.00.

F. Health Insurance

1. The City will obtain health, dental, orthodontic, and vision insurance for full-time permanent employees and their qualified dependents. The City shall pay health insurance for its employees and dependents, with premium coverage up to the capped levels of monthly premium contribution:

- a) Employee Only: \$400
- b) Employee and Spouse: \$850
- c) Employee and Children: \$600
- d) Family: \$1,000

2. These are the maximum values for the City's contribution towards medical insurance premiums. Any increase above these amounts shall be at the expense of the employee. This is coverage of the premium, not a payable benefit in that if the premium is falls below the cap, the difference is not paid to the employee.

3. Effective July 1, 2015, the City shall provide and make available to all eligible employees participating in the City's health insurance plan a \$600.00 Health Reimbursement Account (HRA), which shall continue to be in effect each fiscal year of this Agreement.

The City's contribution, as established above, shall be the maximum amount required, and the City shall not be responsible for the contribution of any sums in addition to those established by

the terms of this Agreement.

4. The City will pay the full premium for dental, orthodontic, and vision insurance for Employees and their qualified dependents.

5. Employees covered by health insurance from a different source, such as through a spouse's employment, may receive a maximum of \$500.00 per month in lieu of accepting health insurance coverage from the City. The City will require such Employees to provide proof that they are receiving health insurance from an alternate source before they may receive this benefit.

6. The parties agree to a reopener regarding this section during the term of this Agreement to review alternative health insurance plans and accompanying premium costs.

G. Life Insurance

The City shall provide and pay the full cost of a \$25,000.00 term life insurance policy for each Employee.

H. Worker's Compensation

The City will provide covered police officers with workers' compensation benefits pursuant to California Labor Code section 4850, *et. seq.*, or as otherwise required by law.

I. Long Term Disability

The City shall provide long term disability benefits pursuant to the City's current policy and plan provider.

J. State Disability Insurance

The City shall pay the full cost of Employees' State Disability Insurance ("SDP").

K. Retirement

The City shall continue to provide a retirement plan and will contribute five percent (5%) of a participating Employee's base salary, contingent on a participating Employee contributing at least three percent (3%) of his/her base salary within the plan.

L. Bilingual Pay

Those Police Sergeants, Corporals, or Officers proficient in Spanish shall be eligible for a bilingual pay incentive of three (3%) in addition to his/her base pay. In order to qualify for this incentive, the employee must have skills sufficient to pass a certified competency language examination as determined by the City. Additionally, re-testing may be required at the discretion of the City.

M. Court Standby/On-Call Pay

Employees in such Court Standby/On-Call status shall be paid one (1) hour of additional base salary rate for every four (4) hours in which there is any Court Standby/On-Call time. These hours shall not be added to the base salary of employees for purpose of calculating overtime and are not considered hours worked.

Court Standby/On-Call pay shall be defined as an employee who is required to remain on call, is not working, and is within one (1) hour of court.

N. Court Time

Court time compensation shall apply to those appearances in court as witness to testify as to matters discovered in the course of duty when such appearances are outside the employee's working hours.

Compensation for Court Time shall be the greater of:

- a) Minimum of two (2) hours overtime; or
- b) Time spent at the work location

**ARTICLE VII
(MISCELLANEOUS)**

A. Layoff

Layoffs and re-employment following a layoff will be handled in accordance with the City's Personnel Rules, Section VI (Layoff Procedures).

B. Lockout and Strike

No lockout of Employees shall be instituted by the City during the term of the Agreement. Association members warrant that there will be no strike, slowdown, sickout or "blue flu" of any kind or a refusal or failure to fully and faithfully perform job functions and responsibilities by Association officers or members during the term of this Agreement.

C. Savings

If any provisions of this Agreement or any application(s) thereof to any Employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum permitted by law, but all other provisions or applications shall continue in full force and effect.

D. City of Mendota Personnel Rules -Incorporation by Reference

The City of Mendota Personnel Rules are hereby incorporated herein by this reference unless the terms and conditions of this MOU have specifically addressed any rules and modified their application. The City will abide with any and all requirements provided by law pursuant to the Public Safety Officers' Procedural Bill of Rights, Government Code sections 3300 *et. seq.* ("POBR").

**ARTICLE IX
(TERMINATION)**

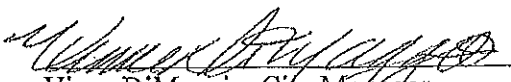
This Agreement shall remain in full force and effect through the term of the Agreement, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of desire to modify this Agreement within ninety (90) days prior to its expiration.

During the life of the Agreement, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in the Agreement, such party shall request in writing to meet and confer on the item. Each item shall be specified in writing prior to the meeting. This provision shall not create the right to renegotiate this Agreement.

ARTICLE X (EXECUTION)

FOR THE CITY OF MENDOTA

FOR THE UNION/ASSOCIATION

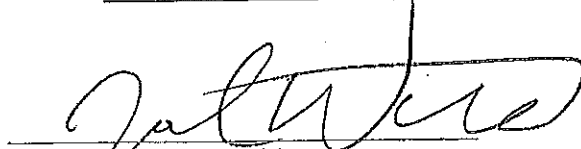

Vince DiMaggio, City Manager
Employees Division


Operating Engineers, Local Union No. 3

Dated: July 1, 2015

Dated: 7-1-2015


Meggin Boranian, City Attorney


Joel Warkentin, President
Mendota Police Officers Association

Dated: 7/28/15

Dated: 7-1-15