



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – SPECIAL MEETING

Date: April 10, 2012

Time: 7:00 a.m.

For information regarding this agenda please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

*NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

- a) Conference with Steve Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Steve Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

**C-3 Adjourn to Closed Session**

**C-4 Return to Open Session / Disclosure of Action**

**A. Call to Order / Roll Call**

**B-1** Adopt Resolution Approving Memorandum of Understanding Between the City of Lodi and the Lodi Police Mid-Management Organization for the Period of January 1, 2012 through December 31, 2012 (CM)

**B-2** Adopt Resolution Approving Lodi Professional Firefighters Memorandum of Understanding for the Period of January 1, 2012 through November 30, 2013 (CM)

**C. Adjournment**

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

\_\_\_\_\_  
Randi Johl  
City Clerk

**\*\*NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item.\*\*



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the period of January 1, 2012 through December 31, 2013

**MEETING DATE:** April 10, 2012

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Adopt Resolution approving Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the period of January 1, 2012 through December 31, 2013.

**BACKGROUND INFORMATION:** The Memorandum of Understanding (MOU) between the City of Lodi and The Lodi Police Mid-Management Organization expired on December 31, 2011. The principle components of the MOU (attached as Exhibit A) are as follows:

- The terms and condition of the MOU shall be from January 1, 2012 through December 31, 2013.
- Employees will begin paying the full employee share of retirement (9 percent) effective July 1, 2012.
- The Organization has agreed to a second tier retirement plan based upon a 3 percent at 55 formula with final compensation based upon the highest three-year average compensation.
- Reduce bilingual pay by \$50 per month to \$150 per month.
- Cap medical costs at the January 2012 level effective January 1, 2013.
- Increase Advanced POST certificate incentive to \$250 per month and create new POST incentives for Supervisory POST (\$350 per month) and Management POST (\$450 per month). Incentive to be paid only for the highest POST certificate held.
- Return deferred compensation match (3 percent) effective June 25, 2012.
- Eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family, respectively).

**FISCAL IMPACT:** It is estimated that the provisions of the MOU will save the City \$218,000 over the term of this agreement.

**FUNDING AVAILABLE:** Necessary funding will be included in each fiscal year budget.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager

Attachment

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF LODI  
AND THE LODI POLICE MID-MANAGEMENT  
ORGANIZATION

=====

WHEREAS, representatives from the City of Lodi and the Lodi Police Mid-Management Organization have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of Lodi and the Lodi Police Mid-Management Organization; and

BE IT FURTHER RESOLVED that said Memorandum of Understanding shall be effective for the period of January 1, 2012 through December 31, 2013.

Dated: April 10, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ as passed and adopted by the City Council of the City of Lodi in a regular meeting held April 10, 2012, by the following votes:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF LODI**

**AND**

**LODI POLICE MID-MANAGEMENT ORGANIZATION  
(LPMO)**

**JANUARY 1, 2012 – DECEMBER 31, 2013**

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Attachment A                      Salary Schedule

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Leave - Policy

City of Lodi

And

Lodi Police Mid-Management Organization

2012-2013

CHAPTER 1 - SALARIES AND OTHER COMPENSATION

ARTICLE I - SALARY AND TERM

- 1.1 The City of Lodi and the LPMO mutually agree the Lieutenant position is the benchmark position for all members of this bargaining unit for determining employee's compensation.
- 1.2 Sergeant's salary will be calculated by dividing the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Sergeant.
- 1.3 Captain's salary will be calculated by multiplying the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Captain.
- 1.4 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPMO agree that the term is January 1, 2012 through December 31, 2013.
- 1.5 The City of Lodi and the LPMO agree to commence negotiations no later than (3) months prior to the expiration of the MOU.
- 1.6 Although the City is not required to perform or act on a salary survey during the term of this MOU, in the event a salary survey is performed, the City of Lodi and the LPMO agree that the salary survey cities shall be as follows:

- \*Chico      \*Merced      \*Tracy
- \*Clovis     \*Modesto    \*Turlock
- \*Davis      \*Redding    \*Vacaville
- \*Fairfield   \*Roseville   \*Visalia
- \*Manteca   \*Stockton   \*Woodland

Salary surveys shall include the following areas of compensation:

- salary

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1.2 The Lieutenants salary increases will be calculated using the following formula.¶

The City of Lodi and LPMO shall establish a salary survey to include the following areas of comparison.¶

- Salary¶
- PERS employee contribution paid by employer¶
- Health Care Contributions paid by employer¶
- Education Incentives¶
- POST Certificate Pay¶
- Longevity Pay¶
- Deferred Compensation Contributions¶

Effective July 1, 2007, once the survey is complete the LPMO and the City of Lodi will calculate the Median of the survey and the median will be used to calculate the Lieutenants salary increases. Each year's survey called for herein will be based on

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- PERS employee contribution paid by employer
- Health Care Contribution paid by employer
- Education Incentives
- POST Certificate Pay
- Longevity Pay
- Deferred Compensation Contribution

1.7 The parties entered into a side letter agreement approved by the City Council on June 1, 2011, the terms of which will continue in effect through the termination date referenced in the side letter agreement.

**ARTICLE II - UNIFORM ALLOWANCE**

2.1 The City agrees to provide a uniform allowance of \$950.00 annually.

2.2 The uniform allowance shall be paid bi-weekly in conjunction with regular pay checks.

2.3 The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement.

**ARTICLE III - BI-LINGUAL PAY**

3.1 Employees designated by the Department Head and approved by the City Manager who have passed a bi-lingual proficiency examination administered by the City shall receive a monthly bi-lingual premium of \$150.00.

**ARTICLE IV - COMPENSATORY TIME**

4.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.

4.2 No more than two hundred forty (240) hours of compensatory time may be carried on the books at any time.

4.3 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

4.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.

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<#>Except as modified herein, all other terms of the MOU shall be the same as those for the LPMO MOU effective July 31, 2003 - June 30, 2007.¶

<#>Article 35.4 of the LPMO MOU effective July 31, 2003 - June 30, 2007 shall be amended to read as follows:¶

If a grievance is not resolved in Step One Step Two shall be the presentation of the grievance by the Association Representative, in writing, to the City Manager who shall answer, in writing, within fifteen work days of receipt of the grievance, the City Manager's decision shall be final and binding regarding the City's Administrative Process.¶

This Tentative Agreement only represents the tentative agreement of the negotiating parties. In order for it to become binding and effective it m... [8]

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4.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year in April and October.

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ARTICLE V - COURT TIME

- 5.1 Employees scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-half for actual hours involved in such appearances. In no event shall they be paid for less than four hours.
5.2 Court appearances which are within two hours of the beginning of a shift or within one hour of the end of the shift shall be compensated at the time and one-half rate. Such appearances shall be reported as contiguous shift extensions.
5.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum three hours shall be paid.
5.4 Employees who receive a subpoena to appear in court, shall notify their supervisor of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

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Deleted: ARTICLE VI - PERFORMANCE INCENTIVE BONUS

<#>Definition

A Performance Incentive Bonus (PIB) is a monetary reward for meritorious performance above and beyond what is expected and required of all employees who satisfactorily meet the standards of their job.

Said bonus will be \$1,000 for those employees who have completed the service requirements of ten (10) years, and \$2,000 for those employees who have completed the service requirements of twenty (20) years.

Said bonus is not a part of base salary. Receipt of bonus for one year does not affect the following year. Employees must submit a new application for each year they wish to be considered for the PIB.

It is understood that said bonus is discretionary, and based upon meritorious performance as described in the PIB evaluation criteria.

Employees who are granted a PIB by the evaluation committee, will be issued a separate check for the appropriate amount in November of each year of this contract.

<#>Eligibility

To be eligible to apply for the bonus, employees must meet the following minimum qualifications:

Employees must have completed at least ten (10) full years of service at the rank of Police Officer or higher with the City of Lodi by the beginning of the preceding time period being evaluated (i.e. to be eligible for consideration in November of 2003, an employee will have to have had to complete ten (10) full years of service by June 30, 2003).

Employees must have, at a minimum,

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ARTICLE VI - LONGEVITY PAY

6.1 After completing ten years of service with the Lodi Police Department, employees shall receive an annual longevity pay in the amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Police Department. Employees who have completed twenty years of service with the Lodi Police Department will receive longevity pay in the amount of \$3,000 in November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Police Department) shall receive the longevity pay associated with their years of service with the Lodi Police Department.

The incentive in this Article is limited to employees hired prior to the execution of this MOU.

ARTICLE VII - SPECIAL ASSIGNMENT PAY

7.1 Employees assigned to SWAT or Sergeants assigned to the Detective Bureau or Office of Professional Standards (OPS) shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that assignments to the Detective Bureau or SWAT are at



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12.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;

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- a) Premium Conversion
- b) Non-reimbursed Health Care
- c) Dependent Care Reimbursement

12.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

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12.3 The City intends to propose a cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan.

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The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.

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**ARTICLE XIII - CHIROPRACTIC**

13.1 Chiropractic services may be received by employees and dependents. This benefit allows up to a maximum of 40 visits per calendar year. Co-payments for services are \$10.00.

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**ARTICLE XIV - EDUCATION INCENTIVE**

14.1 Effective upon ratification, Education incentives will be available to eligible employees as follows:

Bachelor's Degree: \$200.00 per month

Advanced POST: \$250.00 per month OR

Supervisory POST: \$350.00 per month OR

Management POST: \$450.00 per month

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POST incentives will be paid based upon the highest level certificate held.

**ARTICLE XV - OVERTIME**

15.1 The following special provisions for the payment of overtime will apply to Police Sergeants and Police Lieutenants. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

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- The necessity to cover scheduled shifts,
- Direct supervision of crews assigned to work during normal days off to accommodate the public;
- Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

15.2 Overtime pay shall not be paid for the following:

- Staff meetings
- Special projects
- Conferences and seminars \* except as noted below
- Appearances before City Council and commissions,
- Public information presentations,
- Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

15.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

15.4 Upon promotion into a Mid-Management position only previously accrued compensatory time must be paid or used prior to the promotion.

15.5 Police Lieutenants and Sergeants shall be compensated for overtime hours necessitated by attending State mandated training and for work on special events as designated by the Chief of Police or Division Commander.

15.6 The classification of Police Captain is deemed exempt from overtime and is not eligible for overtime pay under this article unless such overtime is required during a declared state of emergency and expenditure is mandated for reimbursement to the City of Lodi.

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ARTICLE XVI - RETIREMENT

16.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to the date of execution of this MOU:

Public Safety

- 3% @ 50 plan
- 1959 Survivors Benefit – Third Level
- Employee's 9% paid as noted below
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Single Highest Year

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16.2 For employees hired after the execution date of this MOU, the following retirement plan will apply:

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- Public Safety \_\_\_\_\_ 3% @ 55 plan
  - 1959 Survivor Benefit – Third Level
  - Employee’s 9% paid as noted below
  - Credit for Unused Sick Leave
  - Military Service Credit as Public Service
  - Highest Three Year Average

16.3 Employee shall pay the Employee’s share of retirement (9%) effective the pay period in which July 1, 2012 falls.

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**ARTICLE XVII - SICK LEAVE CONVERSION**

17.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

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**OPTION #1 - "Bank"**

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid by the City for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

**EXAMPLE :**

Lt. John Smith retires with 25 years of service and 1800 hours of unused sick leave:

Sick Leave Hours -  $1800 \times 16\frac{2}{3}\%$  (reduced per MOU) = 299.99  
 1800 minus 299.99 = 1500.01  
 1500.01 divided by 8 (coverage factor) = 187.5  
 187.50 times 87.5% (% of coverage) = 164.1  
 164.1 times 694.86 (current medical premium) = \$114,026.52

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

**OPTION #2 - "Conversion"**

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the

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premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

**EXAMPLE :**

Lt. John Smith retires with **25** years of service and **1800** hours of unused **sick leave:**

Sick Leave Hours = **1800** divided by **8** (coverage factor) = **225**  
**225 times 87.5** (% of coverage) = **196.88**  
**196.88** divided by **12(yrs)** = **16.4** total years of coverage.

**OPTION #3 - "Cash-Out"**

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour,

**OPTION #4 - "Service Credit"**

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

- 17.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS CREDIT".
- 17.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 17.1.
- 17.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.
- 17.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 17.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 17.1; Option #2.
- 17.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 17.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion options.

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<#>Employees may elect to receive an annual executive physical examination in accordance with the provisions of the City's medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:

- . A complete office examination . An executive blood panel
- . Urinalysis . Mammogram
- . Pap smear . Chest X-ray
- . EKG (resting)

<#>Employees shall be reimbursed for costs not covered by the medical ... [15]

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**ARTICLE IX - MEDICAL INSURANCE**

~~19.1 All employees are offered medical insurance for themselves and dependents through CalPERS medical plans. City shall pay 100% of the premium for employee's family category (Family, Employee + 1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) effective January 1, 2012.~~

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Deleted: . All employees are offered medical insurance (including pharmaceutical) for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective as soon as administratively possible, employees will be responsible for a share of cost of their medical premiums as follows: a) Employees with no dependents - \$0.00 monthly, b) Employees with one dependent - \$80.00 monthly, c) Employees with more than one dependent - \$104.00 monthly. Employees selecting a PEO or other available plan shall also be responsible for the difference in cost between the highest HMO and the selected plan, in addition to the specified employee share of cost. Any employee who is otherwise covered by a medical plan and chooses not to utilize the full extent of medical coverage available to him or her, as applicable, to his or her dependent(s) may opt to receive the following: \$25.00 per pay period paid into the employees deferred compensation account if not covering eligible dependents or if no coverage is elected \$71.15 per pay period will be deposited into the employees deferred compensation account. This section shall not be construed to allow individuals without dependents to receive any portion of the dependent premium.

The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

- \$692.81 per month for Family
- \$532.92 per month for Employee + 1
- \$305.22 per month for Single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

19.2 Effective January 1, 2013, City will pay a maximum of the following for each family category:

- \$1,587.14 for Family
- \$1,220.88 for Employee + 1
- \$610.44 for Single.

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

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19.3 LPMO shall allow a maximum of seven (7) City employees to become associate members of LPMO solely to allow access to health plans not otherwise available to non public safety members. Associate memberships shall be allotted on a first-come, first-served basis.

**ARTICLE XX - DENTAL INSURANCE**

20.1 Employees are provided fully paid family dental insurance.

20.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

**ARTICLE XXI - VISION INSURANCE**

21.1 Employees are provided with family vision care insurance through Vision Service Plan. Services and amount of coverage are outlined in the VSP Summary of Benefits.

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ARTICLE XXII - LIFE INSURANCE

22.1 Employees are provided with term life and accidental death/dismemberment insurance up to \$25,000. These benefits decrease after age 70 on a sliding scale, depending on age.

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22.2 Employees are provided with \$100,000 of accident insurance while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

ARTICLE XXIII - VARIOUS MEDICAL BENEFITS

23.1 The City shall pay 100% of the premiums for health and dental benefits described in this MOU for the surviving spouse and any minor children of any member of the LPMO who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:

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- (1) the children become adults, or
(2) the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XXIV - TUITION REIMBURSEMENT

24.1 Tuition reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

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1. Tuition costs, up to a maximum of \$1,804 per fiscal year, to be paid upon the satisfactory completion of course work.

2. The full cost of books required for courses taken.

The maximum amount reimbursed is based on fees for two courses of study at California State University Sacramento. This maximum amount will be updated annually. A fiscal year is the period between July 1 and June 30. The final date of class shall determine the fiscal year in which that course falls.

This section will be applied toward registration fees at an accredited College or University. Course work must be part of a program of study toward obtaining an Associate of Arts, Bachelors, or any higher degree.

CHAPTER 3 - LEAVES

ARTICLE XXV - VACATION LEAVE

25.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Table with 2 columns: Date of Hire, and hours per pay period. Rows include 6th year, 12th year, 15th year, and 21st year.

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22nd year 6.78 hours per pay period  
23rd year 7.09 hours per pay period  
24th year 7.40 hours per pay period  
25th year 7.71 hours per pay period

25.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

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Beginning with:

Date of Hire: 3.08 hours per pay period  
6th year 4.62 hours per pay period  
12th year 5.23 hours per pay period  
15th year/above 6.16 hours per pay period

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25.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 25.1, or 25.2, depending on their initial employment with the City of Lodi

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25.4 Vacation leave shall be used in increments of not less than quarter hours. Employees may accumulate a maximum of twice the employee's annual vacation accrual. If and when the accrual cap is reached, no additional vacation hours will be accumulated until the employee's vacation usage brings the accumulated number of hours under the cap.

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**ARTICLE XXVI - ADMINISTRATIVE LEAVE**

26.1 Employees will be given 80 hours of administrative leave per calendar year, credited in January for purposes of use. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.

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26.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

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26.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with 26.2. Administrative leave used, but not accrued in accordance with 26.2 shall be repaid to City.

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26.4 Employees are eligible to cash out up to 40 hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance division.

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**ARTICLE XXVII - HOLIDAYS**

27.1 All employees shall receive 135 hours of floating holidays.

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27.2 All employees assigned to a 40 hour work week shall observe fixed holidays as shown:

- New Year Day - January 1
- Martin Luther King Jr. Day - 3<sup>rd</sup> Monday in January
- Presidents Day - 3<sup>rd</sup> Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4<sup>th</sup>
- Labor Day - 1<sup>st</sup> Monday in September
- Thanksgiving Day - 4<sup>th</sup> Thursday in November
- Day after Thanksgiving - Friday following Thanksgiving Day
- Last Half of Christmas Eve Day - December 24<sup>th</sup>
- Christmas Day - December 25<sup>th</sup>

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27.3 Holiday hours shall be taken in increments of not less than quarter hours,

27.4 If holiday time is not used by the end of the calendar year, any remaining hours will be cashed out to the employee in the first pay period in January.

27.5 If hired or separated mid-year, employee shall be credited or debited with fixed holidays remaining plus floating holidays per the following schedule:

Four Floating Holidays:

Month Hired or Separated			Hours added	Hours Subtracted
Jan	Feb	March	40	30
April	May	June	30	20
July	Aug	Sept	20	10
Oct	Nov	Dec	10	0

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ARTICLE XXVIII - SICKLEAVE

28.1 Sick Leave is earned at the rate of 5.54 hours per pay period with no limit on the amount that can be accrued. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE XXIX - FAMILY AND MEDICAL LEAVE

29.1 The City of Lodi will comply with the requirements of the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), as defined in California Government Code Sections 12945 et seq. and reflected in the City's Policy and Procedures Manual.

ARTICLE XXX - CATASTROPHIC LEAVE

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30.1 Catastrophic leave is available to employees in accordance with the City's current Catastrophic Leave policy.

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**ARTICLE XXXI - BEREAVEMENT LEAVE**

31.1 Bereavement leave is available to employees in accordance with the City's current Bereavement Leave policy.

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**ARTICLE XXXII - LEAVE OF ABSENCE**

32.1 Leave of Absences are available to employees in accordance with the City's current Leave of Absence policy.

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**CHAPTER 4 - ORGANIZATION/CITY ISSUES**

**ARTICLE XXXIII - PROBATION**

33.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Employee serves "at will" and rejection during probation cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

**ARTICLE XXXIV - PERSONAL LIABILITY**

- 34.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:
- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
    1. The act or omissions was not within the scope of their employment; or
    2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
    3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
  - B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
    1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
    2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
    3. Payment of the claim of judgment would be in the best interests of the City.

**ARTICLE XXXV- GRIEVANCE PROCEDURE**

- 35.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
  - B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - C. Disputes which may be of a "class action" nature filed on behalf of the Association or the City.
- 35.2 Class action Grievances shall be submitted in writing from the LPMO's President to the City Manager or vice versa.

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35.3 **STEP ONE**

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

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35.4 **STEP TWO**

If a grievance is not resolved in Step One, Step Two shall be the presentation of the grievance by the Association Representative, in writing, to the City Manager who shall answer, in writing, within fifteen work days of receipt of the grievance, the City Manager's decision shall be final and binding regarding the City's Administrative Process.

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Deleted: If a grievance is not resolved in Step One, step Two shall be the presentation of the grievance, in writing, by the Association Representative to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager's decision shall be final and binding. Step Three shall be taken within fifteen work days of the date of the answer in Step Two.¶

**ARTICLE XXXVI - DISCIPLINARY PROCEDURE**

36.1 Basis: The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to hearing and appeal as described in this section.

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36.2 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA's governing regulations.

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36.3 Cause: Causes for discipline of any regular employee shall follow the listing of causes noted in the City's Rules for Personnel Administration, as well as the following causes:

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- A. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, sexual preference, marital status, age or physical handicap.
- B. Unauthorized possession or use of controlled substances or alcohol on City property and/or at the worksite.

Deleted: may include, but shall not be limited to the following:

36.4 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated\* by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.

Deleted: <#> Improper or unauthorized use or abuse of sick leave.¶  
<#> Excessive absenteeism that prevents reasonable availability for assigned duties.¶

36.5 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head or designee proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also

¶  
<#> Absence without authorized leave; repeated tardiness to assigned work station; leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.¶  
<#> Misconduct; willful or negligent violation of the personnel rules, resolutions, and/or other related ordinances including written departmental rules, regulations, and policies.¶  
<#> Insubordination.¶ ... 16

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be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:

1. The specific type of disciplinary action;
2. The effective date of the action;
3. The specific reason(s) or cause(s) for the actions;
4. Notice that the employee may inspect copies of all materials upon which the action is based, and
5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head or designee and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
7. The specific reason(s) or cause(s) for the actions;

36.6 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.

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1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.

36.7 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.

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36.8 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer selected through the California State Mediation and Conciliation Services to hear the appeal and submit an advisory decision to the City Manager. Selection of the hearing officer shall be made by the parties' mutually selecting a list of 7 neutral hearing officers from the office of the California State Mediation and Conciliation Services. Absent mutual agreement on a name on the list, the parties will strike names from the list for final selection of the hearing officer. The selected hearing officer shall adhere to the following standard of review and hearing procedures:

1. The appeal hearing shall be informal and strict rules of evidence shall not apply.
2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.
3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.
5. The appeal hearing will be held on the City's premises.
6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. In the event the hearing officer finds that the level of discipline is excessive, he/she may submit an advisory opinion concerning what he/she feels would be the appropriate level of discipline to the City Manager. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.
7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.

36.9 Any decision of the City Manager shall be final and binding.

36.10 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5.

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Deleted: For employees covered by the requirements of California Government Code section ¶ 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.

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36.11 Notwithstanding anything in this MOU, all discipline under this MOU shall conform to the requirements of the Police Officers Bill of Rights.

**Article XXXVII - CITY RIGHTS**

37.1 It is further understood and agree between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to ,the exclusive rights to:

- ~~\_\_\_\_\_~~ Determine the mission of its constituent departments, commissions, and boards
- ~~\_\_\_\_\_~~ ~~Set~~ standards of service
- ~~\_\_\_\_\_~~ Determine the procedures and standards of selection for employment
- ~~\_\_\_\_\_~~ Direct its employees
- ~~\_\_\_\_\_~~ Maintain the *efficiency* of governmental operations
- ~~\_\_\_\_\_~~ Determine the methods, means, and personnel by which government operations are conducted
- ~~\_\_\_\_\_~~ Take all *necessary* actions to carry out its mission in emergencies
- ~~\_\_\_\_\_~~ Exercise complete control and discretion and the *technology* of performing its work.

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City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate **reasons**, to make and enforce standards of conduct and discipline, and to determine **the** content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations **as a means** for arriving **at** terms for a successor **MOU** .

**Article XXXVIII - EMPLOYEE REPRESENTATION**

38.1 This Memorandum of Understanding (**MOU**) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Police Mid-Management Organization (**LPMD**) .

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith **as** contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and **agree** that all matters upon which the parties reached agreement are set forth herein.

Both parties each **certify** without reservation that an adequate opportunity **has** been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter—during the course of collective bargaining preparatory to signing this

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agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Millias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LPMO agree and understand that if any section of the MOU conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. any ambiguity will be resolved in favor of the **MOU** language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to **recognize** LPMO representatives for the purpose of representing members of the LPMO on all matters relating to the administration of this MOU, and upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this MOU.

**ARTICLE XXXIX - EMPLOYEE RIGHTS**

39.1 The City agrees that all disciplinary actions shall be taken in a timely manner, **recognizing** that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action. This process also includes investigations of the complaint, recommending discipline to the **office** of the Police Chief, and the imposition of discipline.

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39.2 The City shall abide by the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.), and such is hereby incorporated into this MOU.

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39.3 It is understood by both parties **that** the LPMO, in addition to any other rights herein specified, has the following rights:

1. To represent its members before the City regarding wages, hours, and other terms and conditions of employment
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized LPMO representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

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The City agrees to recognize the LPMO representatives for the purpose of representing employees on all matters relating to the administration of this MOU, and, upon the request of **an** employee on adverse actions and other matters which may be or are on appeal in accordance with Article XXXVI of this **MOU**.

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39.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.

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39.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The LPMO similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.

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39.6 Both the City and the LPMO agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions or employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

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ARTICLE XXXX - REST PERIOD

40.1 The intent of the rest period is to ensure that the employee is adequately rested for his/her assigned work shift.

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a. Employees will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:

- 1) the time period that employee's regular work shift ends and his/her scheduled appearance/assignment time; or
2) the time period that officer is dismissed and his/her regular work shift begins.

This rest period will not be charged to the employee.

b. If an employee receives approval to take the remaining portion of his or her scheduled shift off, the employee's leave balances will be charged for the entire shift (as if no rest period has occurred).

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c. The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

ARTICLE XXXXI - CHANGES IN THE MOU

41.1 The City and the LPMO agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the LPMO.

**ARTICLE XXXXII - SEVERABILITY**

2.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all the provisions shall be severable and shall continue in full force and effect.

**CHAPTER 5 - WORK HOURS**

**AI XIII - HOURS OF WORK**

43.1 Employees shall work a "10-4" plan, Alternate work schedules may be developed and authorized by the Chief of Police.

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43.2 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the needs of service.

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43.3 The City and LPMO mutually agree that split shifts are very stressful and may cause health problems. Consequently, supervisors and managers shall not work split shifts except during cases of an emergency nature.

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43.4 All employees in the classification of Police Lieutenant or Police Sergeant assigned to Patrol shall select annually, beginning in the month of September, for at least a one year period, their preferred team assignment, days off sequence, holidays, and vacations on the basis of their seniority and the needs of the service. Seniority shall be defined as follows: Total time in service in the classification rank. Should a member of the LPMO leave membership for any reason and return to membership within twelve months, seniority shall be as if the member never left.

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SCHEDULE A

Police Mid-Management Positions

Salary, effective 1/1/12					
Occupation Title	Step A	Step B	Step C	Step D	Step E
Police Captain	9150.42	9607.93	10088.33	10592.74	11122.38
Police Lieutenant	7625.35	8006.61	8406.94	8827.29	9268.65
Police Sergeant	6354.46	6672.17	7005.78	7356.07	7723.88

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 . CITY OF LODI . ¶  
 . ADMINISTRATIVE POLICY AND  
 PROCEDURE MANUAL ¶  
 ¶  
 ¶  
 ¶  
 ¶  
 ¶  
 SUBJECT: . . . VACATION LEAVE  
 - Policy ¶  
 ¶  
 DATE ISSUED: . . . April 1, 2004 . ¶  
 V  
 SECTION . . . V ¶  
 ¶  
 ¶  
 SECTION 1: . . . PURPOSE ¶  
 ¶  
 . . . . The purpose of this policy is to  
 provide guidance in the implementation  
 of vacation leave. ¶  
 V  
 SECTION 2: . . . ELIGIBILITY ¶  
 V  
 . . . . Each probationary and regular  
 full-time employee in the classified  
 service earns vacation benefits in  
 accordance with his/her length of  
 continuous service and in accordance  
 with the provisions of approved  
 memorandum of understanding or  
 management pay plan. ¶  
 ¶  
 . . . . Provisional, temporary, part-  
 time, seasonal, or emergency employees  
 shall not accrue vacation. ¶  
 V  
 ¶  
 SECTION 3: . . . ACCRUAL ¶  
 V  
 . . . . Vacation benefits are earned in  
 accordance with an employees  
 appropriate memorandum of  
 understanding or statement of benefits. ¶  
 ¶  
 . . . . Employees earn full vacation  
 leave credits for my pay period in which  
 they are in a full pay status for the  
 equivalent of one-half or more of their  
 regularly scheduled work hours. Hours  
 of vacation leave are credited at the  
 approved rate in accordance with the  
 terms of the appropriate memorandum of  
 understanding. ¶  
 ¶  
 . . . . The maximum amount of  
 unused vacation hours that an employee  
 may accrue, at any give time is twice the  
 employee's annual vacation entitlement.  
 Whenever an employee's unused, accrue  
 vacation has reached this maximum  
 accrual amount, the employee shall stop  
 accruing any additional vacation.  
 Accrual will automatically resun ... [18

ORGANIZATION C.T. OF LODI  
A MUNICIPAL CORPORATION

Chief Negotiator Konradt Bartlam, City Manager  
City of Lodi

Date Date

Jordan Avers, Deputy City Manager  
City of Lodi

Date

July 1<sup>st</sup>, 2007 a salary survey will be conducted using the formula in section 1.2. Salaries will be increased effective July 1<sup>st</sup>, 2007 based on the survey. (Notwithstanding any changes occurring after the date of this Tentative Agreement, the first year increase will equal 11.7% for Lieutenants. Captains and Sergeants will be calculated as provided in Article 1.3 and 1.4.)

July 1<sup>st</sup>, 2008 a salary survey will be conducted using the formula in section 1.2. If City of Lodi General Fund Revenues increase by 1% or more (using audited revenues for the year ended June 30, 2006 in comparison with audited revenues for the year ended June 30, 2007), then salaries will be increased effective July 1<sup>st</sup>, 2008, based on the survey. If General Fund Revenues do not increase by at least 1%, then LPMO and the City of Lodi will reopen negotiations with regard to salary and benefits.

July 1<sup>st</sup>, 2009 a salary survey will be conducted using the formula in section 1.2. If City of Lodi General Fund Revenues increase by 1% or more (using audited revenues for the year ended June 30, 2007 in comparison with audited revenues for the year ended June 30, 2008), then salaries will be increased effective July 1<sup>st</sup>, 2009, based on the survey. If General Fund Revenues do not increase by at least 1%, then LPMO and the City of Lodi will reopen negotiations with regard to salary and benefits.

July 1<sup>st</sup>, 2010 a salary survey will be conducted using the formula in section 1.2. If City of Lodi General Fund Revenues increase by 1% or more (using audited revenues for the year ended June 30, 2008 in comparison with audited revenues for the year ended June 30, 2009), then salaries will be increased effective July 1<sup>st</sup>, 2009, based on the survey. If General Fund Revenues do not increase by at least 1%, then LPMO and the City of Lodi will reopen negotiations with regard to salary and benefits.

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or three months prior to July 1<sup>st</sup>, 2008 if City revenues do not increase by at least 1% (as per Article 1.6) and three months prior to July 1<sup>st</sup>, 2009 if City revenues do not increase by at least 1% (as per Article 1.7) and three months prior to July 1<sup>st</sup>, 2010 if City revenues do not increase by at least 1% (as per Article 1.8)

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LPMO will dismiss, and pursue no further administrative or legal action regarding its grievance filed in 2007 under its MOU dated July 1, 2006 - June 30, 2007 concerning the Lodi Mid-Management Association's grant of a 4% COLA and whether that action triggered LPMO's "Me Too" clause,

Except as modified herein, all other terms of the MOU shall be the same as those for the LPMO MOU effective July 31, 2003 - June 30, 2007.

Article 35.4 of the LPMO MOU effective July 31, 2003 - June 30, 2007 shall be amended to read as follows:

If a grievance is not resolved in Step One, Step Two shall be the presentation of the grievance by the Association Representative, in Writing, to the City Manager who shall answer, in writing, within fifteen work days of receipt of the grievance, the City Manager's decision shall be final and binding regarding the City's Administrative Process.

This Tentative Agreement only represents the tentative agreement of the negotiating parties. In order for it to become binding and effective it must first be approved by the Lodi City Council and the membership of the LPMO.

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to be increased as follows:  
January 1, 2004: Increase to \$950.00

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in the months of March, June, September, and December and shall be for the previous three months

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## **ARTICLE VI- PERFORMANCE INCENTIVE BONUS**

### Definition

A Performance Incentive Bonus (PIB) is a monetary reward for meritorious performance above and beyond what is expected and required of all employees who satisfactorily meet the standards of their job.

Said bonus will be \$1,000 for those employees who have completed the service requirements of ten (10) years, and \$2,000 for those employees who have completed the service requirements of twenty (20) years.

Said bonus is not a part of base salary. Receipt of bonus for one year does not affect the following year. Employees must submit a new application for each year they wish to be considered for the PIB.

It is understood that said bonus is discretionary, and based upon meritorious performance as described in the PIB evaluation criteria.

Employees who are granted a PIB by the evaluation committee, will be issued a separate check for the appropriate amount in November of each year of this contract.

#### Eligibility

To be eligible to apply for the bonus, employees must meet the following minimum qualifications:

Employees must have completed at least ten (10) full years of service at the rank of Police Officer or higher with the City of Lodi by the beginning of the preceding time period being evaluated (i.e. to be eligible for consideration in November of 2003, an employee will have to have had to complete ten (10) full years of service by June 30, 2003).

Employees must have, at a minimum, a satisfactory rating in all areas evaluated on the performance evaluation.

Employees must possess an Intermediate Post Certificate.

Employees must have completed at least one Special Assignment or collateral duty assignment.

Employees must not have received discipline issued beyond an oral reprimand or an Employee Performance Observation (EPO).

Employees must not have received a positive drug test.

Employees must be at work at least eight months during the qualifying period.

Employees must have met the above mentioned minimum qualifications by the beginning of the preceding time period being evaluated.

#### Evaluation of Applications (Process)

The PIB process will consist of a committee evaluation, conducted on a **annual** basis and will be based upon the preceding year's evaluation (July-June), and the events, activities, and actions during the same time period.

The **LPMO** and Police Chief will mutually agree upon the composition of the evaluation committee.

Applications for a PIB must be made in **writing** on the designated application form within the time period allotted by the evaluation committee.

Applicants will be evaluated only upon written documentation including but not limited to what is provided in applicants' application, their performance evaluation and any actions and events during the rating period including but not limited to the following: attendance, disciplinary actions, service awards, commendations, etc.

The decision of the committee will be relayed to each applicant in **Writing**. The vote of the committee shall be in confidence. Members of the committee are obligated to maintain confidentiality in respect to all committee processes including voting. No committee member shall disclose to any person outside the committee any discussion of the committee or information on voting or specific votes of committee members.

The decision of the evaluation committee to grant or deny a PIB is final and binding, may not be and is not subject to any grievance procedure.

Employees may elect to receive an annual executive physical examination in accordance with the provisions of the City's medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:

- A complete office examination
- Urinalysis
- Pap smear
- EKG (resting)
- An executive blood panel
- Mammogram
- Chest X-ray

Employees shall be reimbursed for costs not covered by the medical insurance for the procedures referenced in 18.1 only. Any additional tests judged necessary shall be the responsibility of the employee. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.

Improper or unauthorized use or abuse of sick leave.

Excessive absenteeism that prevents reasonable availability for assigned duties.

Absence without authorized leave; repeated tardiness to **assigned** work station; leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave **has** been disapproved or revoked.

Misconduct; willful or negligent violation of the personnel rules, resolutions, and/or other related ordinances including written departmental rules, regulations, and policies.

Insubordination;

Acceptance of gifts **or** gratuities in connection ~~with~~ or relating to the employee's duties.

Conviction of a felony or misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.

Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.

Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract ~~with~~ the City; or participating in any outside employment that adversely affects the employee's City work performance; **or** conducting personal business on City time.

Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business including fighting, or using profanity, intimidation, abusive or threatening language.

Conduct that interferes with the reasonable management, operation **and** discipline of the City or any of its departments or divisions or failure to cooperate ~~with~~ superiors or fellow employees.

Engaging in political activities while on duty, in uniform **or** using the authority associated ~~with~~ City employment.

Violation or neglect of safety rules or practices.

Behavior, either during or outside the duty hours, which is **of** such a nature that it causes discredit to the City or one of its operating services.

Discrimination, including harassment, against other employees or members of the public on the basis **of** race, color, national origin, religious creed, ancestry, sex, sexual preference, ~~marital~~ status, age or physical handicap.

Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned **tasks** or training, in a prompt, competent, and reasonable manner.

Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.

Refusal to accept and carry out reasonable and proper assignment from **an** authorized supervisor.

Unauthorized possession or use of controlled substances or alcohol on City property and/or at the worksite.

Intoxication, intemperance, or incapacity due to the use of controlled substances or alcohol while on duty.

Failure to obtain or maintain possession of the **minimum** qualifications for the position.

Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable **risk** of damage to property.

Unauthorized release or use of confidential information or official records.

Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.

Inability to perform the duties of his/her job.

Dishonesty.

Sleeping on the job.

Theft.

Retaliation for actions protected by **law**.

Failure to report loss **of** or damage caused to City equipment and/or facilities **for** which the employee was responsible.

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## ATTACHMENT B

### CITY OF LODI

### ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

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**SUBJECT:**

**VACATION LEAVE - Policy**

DATE ISSUED: April 1, 2004

SECTION: V

SECTION 1: PURPOSE

The purpose of **this** policy **is** to provide guidance in the implementation of vacation leave.

SECTION 2: ELIGIBILITY

Each probationary and regular full-time employee in the classified service **earns** vacation benefits in accordance with his/her length of continuous service and in accordance with the provisions **of** approved memorandum of understanding or management pay plan.

Provisional, temporary, part-time, seasonal, **or** emergency employees shall not accrue vacation.

SECTION 3: ACCRUAL

Vacation benefits **are** earned in accordance with an employee's appropriate memorandum **of** understanding or statement **of** benefits.

Employees **earn** full vacation leave credits for **any** pay period in which **they** are in a full pay **status** for the equivalent **of** one-half **or** more of their regularly scheduled work hours. Hours of vacation leave are credited at the approved rate in accordance with the **terms** of the appropriate memorandum **of** understanding.

The maximum amount **of** unused vacation hours that an employee may accrue, at any give time is twice the employee's annual vacation entitlement. Whenever **an** employee's **unused**, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume **once** the employee uses some vacation and the accrual balance falls below the maximum accrual **amount**.

Under extenuating circumstances, requests **to** accrue vacation leave over the **maximum** may be authorized by the City **Manager**. Requests must be; a) submitted in writing, **b)** include justification **for** the exception, and c) be recommended for approval by the Department Head. The City Manager **has** sole discretion **to** approve or deny such requests.

**SECTION 4:**

**SCHEDULING**

Dates of vacation may be requested by the employee, but are subject to the approval of the Department Head. Approval of vacation leave is at the discretion of the Department Head given considerations such as departmental procedures for request and approval, workloads, scheduling, seniority, and in accordance with terms of the appropriate memorandum of understanding.

**SECTION 5:**

**UTILIZATION**

After six (6) month of continuous service, an employee may request utilization of vacation leave.

Vacation leave may be taken in quarter hour increments. Employees are not permitted to take vacation leave in excess of their accumulated balance.

Employees on vacation leave shall be considered in full-pay status, and continue to accrue seniority, sick leave, and vacation leave credit.

**SECTION 6:**

**HOLIDAYS FALLING DURING VACATION**

When a holiday or day observed in lieu of a holiday occurs on a day on which an employee is taking vacation such employee shall not be charged as using vacation for that day, The employee's compensation for that day shall be holiday and he/she shall not be paid or charged for vacation.

**SECTION 7:**

**ILLNESS OR ACCIDENT DURING VACATION**

An illness or accident during a regularly approved and scheduled vacation period may be converted to sick leave when the following action is taken:

The employee, immediately upon return to duty, submits to his/her Department Head a written request for sick leave and, if requested, a written statement signed by the employee's attending physician certifying to the nature and dates of the employee's physical disability.

**SECTION 8:**

**COMPENSATION FOR VACATION LEAVE  
UPON SEPARATION FROM SERVICE**

An employee who leaves City employment shall be compensated at his/her current rate of pay for vacation accrued but not taken up to the date of termination.

Employees planning their resignation or retirement may request permission to take a terminal vacation to the limit of their accumulated vacation leave balances. Such planning involves the submission of a written request to the Department Head for approval.

SECTION 9:  
LEAVE

CHARGEABLE ABSENCES TO VACATION

Other than for the purposes of **taking** a vacation, **an** employee may elect to charge **an** approved leave of absence to vacation leave. Such absences are subject to approval from **an** employee's Department Head, **and** in accordance with the City of **Lodi** Administrative Policy and Procedure for Leave of Absence and the appropriate memorandum of understanding.



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Lodi Professional Firefighters Memorandum of Understanding for the period January 1, 2012 through November 30, 2013

**MEETING DATE:** April 10, 2012

**PREPARED BY:** Human Resources Manager  
Deputy City Attorney

**RECOMMENDED ACTION:** Adopt Resolution approving Lodi Professional Firefighters Memorandum of Understanding for the period January 1, 2012 through November 30, 2013.

**BACKGROUND INFORMATION:** The Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters (LPF) expired on December 31, 2011. The principle components of the Memorandum of Understanding (as included in the attached tentative agreement, Exhibit A) are as follows:

- The terms and conditions of this statement of benefits shall be from January 1, 2012 through November 30, 2013.
- Beginning July 1, 2012 through December 31, 2013 employees agree to pay 5.3 percent share of their retirement costs. Beginning January 1, 2014 employees agree to pay the full 9 percent retirement costs.
- The LPF and the City agree to cap employees City paid medical insurance at the following rates effective January 1, 2013: single - \$610.44, employee plus one - \$1220.88, employee plus family - \$1587.14.
- The City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively).
- The Lodi Professional Firefighters group and the City agree to reopen the MOU to negotiate a Cafeteria Plan.
- The Emergency Medical Technician incentive shall be incorporated into salary and the incentive shall be eliminated.
- The City agrees to increase the uniform allowance from \$800 per year to \$950 per year.
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

**FISCAL IMPACT:** It is estimated that the provisions of this Memorandum of Understanding will save the City \$407,000 over the term of the agreement.

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**FUNDING AVAILABLE:** Necessary funding will be included in each fiscal year budget.

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Jordan Ayers, Deputy City Manager/Internal Services Director

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Dean Gualco, Human Resources Manager

Attachments

RESOLUTION NO. 2012-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING LODI PROFESSIONAL  
FIREFIGHTERS MEMORANDUM OF  
UNDERSTANDING

=====

WHEREAS, representatives from the City of Lodi and the Lodi Professional Firefighters Organization have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of Lodi and the Lodi Professional Firefighters Organization; and

BE IT FURTHER RESOLVED that said Memorandum of Understanding shall be effective for the period of January 1, 2012 through November 30, 2013.

Dated: April 10, 2012

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I hereby certify that Resolution No. 2012-\_\_\_\_ as passed and adopted by the City Council of the City of Lodi in a regular meeting held April 10, 2012, by the following votes:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_

# EXHIBIT A

The Memorandum of Understanding will be provided on Blue Sheet prior to the meeting on April 10, 2012.