



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Central City Revitalization Assessment District, Resolution of Intent to Form District and Resolution Establishing Preliminary Boundaries

**MEETING DATE:** September 20, 1995

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** That the City Council adopt the Resolution establishing the preliminary District boundaries and the Resolution of Intent to form the Central City Revitalization Assessment District.

**BACKGROUND INFORMATION:** The Central City Revitalization Project certainly needs no background explanation as it is the City Council's "Number 1 Goal" for 1995/96. Various Council actions have been taken on the Project since its conceptual approvals on December 13, 1994 and April 12, 1995. While Project design is underway, the lengthy process of forming the Assessment District to cover the property owners' share of the Project should be started now in order for the construction portion of the Project to start in early 1996.

The process starts with the attached resolutions prepared by bond counsel Timothy Hachman:

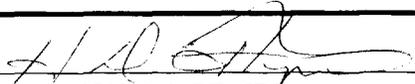
1. Resolution Establishing Preliminary Boundaries - This sets the initial boundaries of the Assessment District. While changes can be made as part of the public involvement process, any change that results in an increased assessment to property will trigger a new round of public notification, practically starting the process over again. The boundaries are shown on the attached exhibits.

The Cherokee Lane Zone consists of the commercially-zoned parcels (or portions of parcels) fronting Cherokee Lane per the concept plan.

The Downtown Zone is subdivided into two zones with some minor revisions from the concept plan:

- a) The boundaries coincide with the commercially-zoned properties whereas the map in the concept plan inadvertently included some residentially-zoned parcels.
- b) The boundary has been extended slightly south of Lodi Avenue in the immediate area of School Street to account for the benefit from the core area improvements on School Street. This boundary also follows that of the 1964 Assessment District.
- c) The east and west boundaries have been slightly reduced from the concept plan to account for the extreme distance from the core and the variation in land use in these

APPROVED: \_\_\_\_\_

  
THOMAS A. PETERSON  
City Manager



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Central City Revitalization Assessment District, Resolution of Intent to Form District and  
Resolution Establishing Preliminary Boundaries  
September 20, 1995  
Page 2

areas; i.e., commercial parcels separated from the downtown by residential uses on commercially-zoned parcels.

- d) The core area has been modified to match the planned improvements on School, Pine and Oak streets.
2. Resolution of Intent - This starts the legal proceedings and public notification. Note that Paragraph c), on the first page, provides for refinancing of the existing bonds. This is an option that can be followed or changed at a later date.

A major task yet to come in the establishment of the District is the resolution accepting the Engineer's Report. This Report draws on the previous two resolutions and the construction and bond issuance cost estimates to calculate the actual assessments for each parcel in the District. This resolution also starts the legal clock on the public involvement process. The assessment notices with the "not to exceed" figures are mailed to each property owner in the District at least 45 days before the public hearing. A "public meeting" in front of the City Council must be held no sooner than 10 days after this mailing, followed by a public hearing at least 7 days later. At that time, the District can be formed by the Council, assuming we do not receive a majority protest. Mr. Hachman will be available at the Council Meeting to answer questions on this process.

While the District engineers, Kjeldsen, Sinnock & Neudeck, are well on their way to completing this Report, there are still some details on bond costs to be ironed out and the text of the Report needs to be reviewed by staff and bond counsel. Staff proposes to release pertinent portions of relating to costs and proposed assessments in order to obtain City Council and public comment prior to officially presenting it for acceptance. This will allow additional time for questions to be answered and for public discussion on the District. More importantly, it will allow time for more details of the various incentive programs to be worked out and presented to the Council.

This may be a good opportunity to remind everyone that the Central City Revitalization Assessment District Project is much more than just the physical improvements to be built as part of the District. It is the next step in an ongoing commitment by the property owners, businesses and the City to rekindle reinvestment in the Central City; in short--REVITALIZE.

FUNDING: None at this time.



Jack L. Ronsko  
Public Works Director

Prepared by Richard C. Prima, Jr., City Engineer  
and Tony Goehring, Economic Development Coordinator

JLR/RCP/lm

Attachments

cc: City Attorney  
City Engineer  
Economic Development Coordinator  
Tim Hachman  
Kjeldsen, Sinnock & Neudeck

RESOLUTION NO. 95-122

BEFORE THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA

A RESOLUTION DESCRIBING PROPOSED BOUNDARIES  
OF ASSESSMENT DISTRICT

LODI CENTRAL CITY REVITALIZATION ASSESSMENT DISTRICT NO. 95-1

WHEREAS, this Council proposes to undertake proceedings for the formation of an assessment district for the acquisition and/or construction of improvements in the City of Lodi;

NOW, THEREFORE, IT IS RESOLVED AND ORDERED by the City Council of the City of Lodi, California, that:

1. The proposed boundaries of the assessment district to be assessed in the proceedings, are hereby described as shown on a map of the assessment district on file in the office of the City Clerk, which indicates by a boundary line the extent of the territory included in the proposed assessment district and which shall govern for all details as to the extent of the district, reference to such map hereby being made for particulars. The map contains the name of the City and a distinctive designation in words or by number of the district shown thereon.

2. On the original and at least one copy of the map the City Clerk shall endorse her certificate evidencing the date and adoption of this resolution. The Clerk shall file the original of such map in her office and within fifteen (15) days after adoption of the resolution fixing time and place of hearing on the formation or extent of the district, and in no event later than fifteen (15) days prior to such hearing, shall file a copy thereof with the County Recorder of San Joaquin County for placement in the Book of Maps of Assessment and Community Facilities Districts.

DATED: September 20, 1995

I, JENNIFER M. PERRIN, City Clerk of the City of Lodi, do hereby certify that Resolution No. 95- 122 was passed and adopted at a regular meeting of the City Council of the City of Lodi, held September 20, 1995, by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

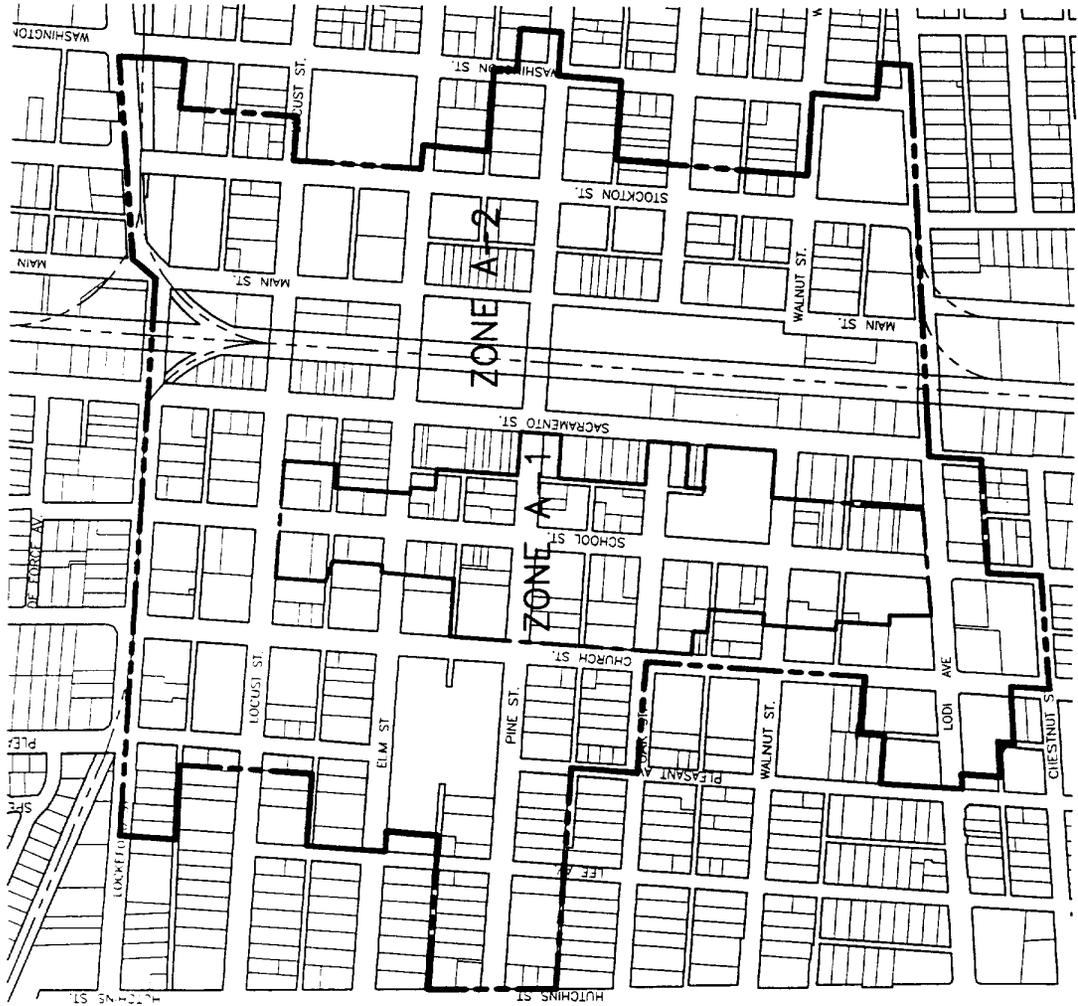
ABSENT: Councilmembers -

ABSTENTIONS: Councilmembers -

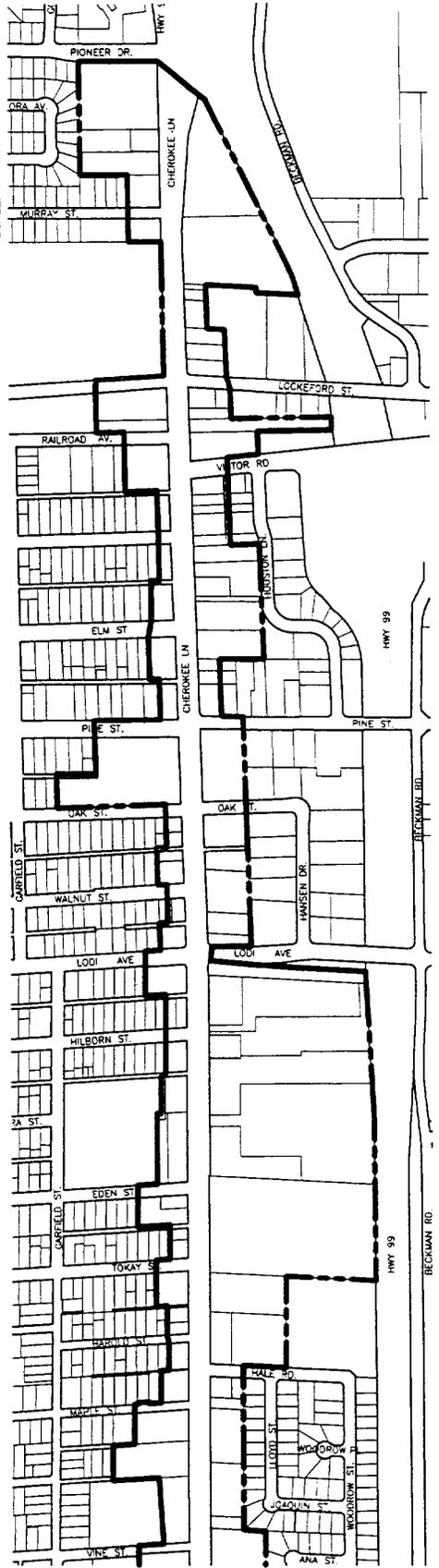
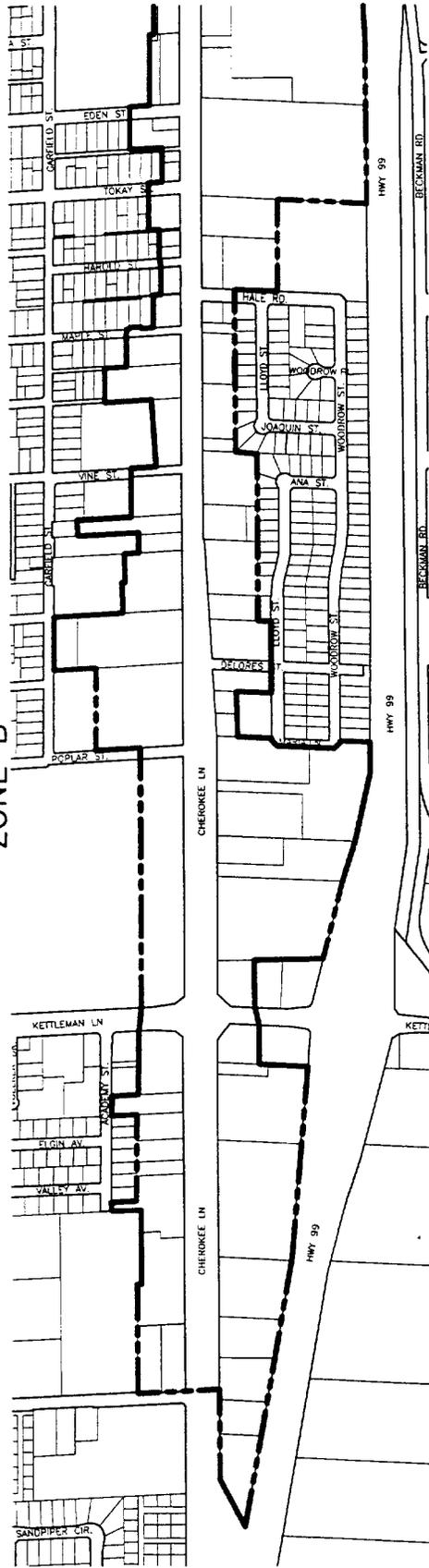
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JENNIFER M. PERRIN, City Clerk

LODI CENTRAL CITY REVITALIZATION  
ASSESSMENT DISTRICT NO. 95-1  
ZONE A-1 & A-2



LODI CENTRAL CITY REVITATIZATION  
 ASSESSMENT DISTRICT NO. 95-1  
 ZONE B



RESOLUTION NO. 95-123

BEFORE THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA

A RESOLUTION OF INTENTION TO ACQUIRE AND/OR CONSTRUCT  
IMPROVEMENTS AND TO REFUND PRIOR BONDS ISSUED

LODI CENTRAL CITY REVITALIZATION ASSESSMENT DISTRICT NO. 95-1

The City Council of the City of Lodi, California hereby finds and determines that the public interest, convenience and necessity require, and that it is the intention of this Council to order:

(a) the acquisition and/or construction of the improvements hereinafter described in proceedings under the California Streets and Highways Code (the "Code"), the Municipal Improvement Act of 1913, Division 12 (commencing with § 10000);

(b) to comply with the requirements of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Division 4 of the Code, by proceeding under Part 7.5 thereof (commencing with § 2960);

(c) to refund the outstanding bonds, Series 1984-1 dated May 24, 1984 (the "Prior Bonds"), issued by the City and secured by assessments on a portion of the property within the district proposed to be formed to take advantage of the lower interest rates available in the current market; and

(d) to levy an annual assessment for the cost of the administration and collection of assessments, and registration and payment of bonds to be issued.

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Lodi, California, that:

1. Whenever any public way is herein referred to as running between two public ways, or from or to any public way, the intersections of the public ways referred to are included to the extent that work shall be shown on the plans to be done therein.

2. The streets and highways are more particularly shown in the records on file in the office of the County Recorder of San Joaquin County, California, and are shown upon the plans herein referred to and filed with the City Clerk.

3. All of the work and improvements are to be constructed at the places and in the particular locations, of the forms, sizes, dimensions and materials, and at the lines, grades and elevations as shown and delineated upon the plans, profiles and specifications to be made therefor, as hereinafter provided.

4. There is to be excepted from the work herein described any of such work already done to line and grade and marked excepted or shown not to be done on the plans, profiles and specifications.

5. The improvements to be acquired and/or constructed herein are more particularly described in Exhibit A, hereto attached and incorporated herein by this reference.

6. In many cases the work and improvements may bring the finished work to a grade different from that formerly existing, and that to said extent the grades are hereby changed and that the work will be done to said changed grades. It is hereby determined that to eliminate any disparity in level between the improvements and private property, it is in the public interest and more economical to do such work on private property than to adjust the work on public property.

7. The official grades for the work are hereby adopted and established as the grades and elevations to be shown upon the plans, profiles and specifications. All such grades and elevations are to be in feet and decimals thereof with reference to the datum plane of the City.

8. The description of the acquisitions and/or improvements and the termini of the work contained in this Resolution are general in nature. All items of work do not necessarily extend for the full length of the description thereof. The plans and profiles of the work and maps and descriptions, as contained in the Engineer's report, shall be controlling as to the correct and detailed description thereof.

9. The contemplated acquisition and/or construction of improvements, in the opinion of this Council, are of more than local or ordinary public benefit, and the costs and expenses thereof are made chargeable as hereinafter set forth upon an assessment district, the exterior boundaries of which district are delineated upon a map thereof, entitled, "Proposed Boundaries of Lodi Central City Revitalization Assessment District No. 95-1," on file with the City Clerk, to which reference is hereby made for further particulars. This map indicates by a boundary line the extent of the territory included in the proposed district and shall govern for all details as to the extent of the assessment district.

10. All public streets and highways and other publicly owned property within the assessment district in use in the performance of a public function as such shall be omitted from the assessment hereafter to be made to cover the costs and expenses of the acquisition and/or construction of improvements.

11. Serial and/or term bonds to represent unpaid assessments, and bear interest at a rate not to exceed twelve percent (12%) per annum, shall be issued pursuant to The Improvement Bond Act of 1915 (the "Bond Act"), Division 10 of the Code, and that the applicable provisions of Part 11.1 thereof, providing an alternative procedure for the advance payment of assessments and the calling of bonds, shall apply. The last installment of such bonds shall mature not to exceed twenty-four (24) years from the

second day of September next succeeding twelve (12) months from their date, principal and interest to be reasonably amortized, the proceeds of the bonds to be invested and interest thereon paid into the redemption fund of the bonds.

12. A special reserve fund as provided in Part 16 of said Act shall be required in an amount to be determined upon the issuance and sale of the bonds. This Council hereby covenants with the holders of such bonds to be issued herein that it will, within a reasonable time following the due date of any delinquent installment of assessments securing the bonds, commence and thereafter diligently prosecute to completion a foreclosure action regarding such delinquent installment of assessment.

13. The City will not obligate itself to advance available funds from the city treasury to cure any deficiency which may occur in the bond redemption fund. Such determination shall not prevent the City, in its sole discretion, from so advancing funds.

14. Except as herein otherwise provided for the issuance of bonds, all of the improvements shall be done pursuant to the provisions of The Municipal Improvement Act of 1913, Division 12 of the Code.

15. The City Council intends to comply with the requirements of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Division 4 of the Code, by proceeding under Part 7.5 thereof (commencing with § 2960).

16. In the opinion of this Council, the public interest will not be served by allowing the property owners to take the contract for the construction of the improvements, and that, pursuant to Section 10502.4 of the Code, no notice of award of contract shall be published.

17. The proposed acquisition and/or construction of improvements and the refunding of the Prior Bonds are hereby referred to Kjeldsen, Sinnock & Neudeck, Inc., of Stockton, California, as Engineer of Work, a competent firm employed by the City for that purpose; and the Engineer is hereby directed to make and file with the City Clerk a report in writing, presenting the following:

(a) Maps and descriptions of the lands and easements, and a general description of any works or appliances to be acquired;

(b) Plans and specifications of any proposed improvements to be constructed, as prepared by the Design Engineer;

(c) A statement of the itemized and total estimated costs and expenses of the acquisitions and/or improvements and the refunding of the Prior Bonds and of the incidental expenses in connection therewith;

(d) A diagram showing the assessment district and the boundaries and dimensions of the respective subdivisions of land within the assessment district as the same existed at the time of the passage of this Resolution of Intention, each of which

subdivisions, including each separate condominium interest as defined in Section 783 of the Civil Code of the State of California, shall be given a separate number upon the diagram;

(e) The total amount, as near as may be determined, of the total principal sum of all unpaid special assessments, and special assessments required or proposed to be levied under any completed or pending assessment proceedings, other than that contemplated in the instant proceedings, which would require an investigation and report under Division 4 of the Code against the total area proposed to be assessed.

(f) The total true value, as near as may be determined, of the parcels of land and improvements which are proposed to be assessed. Total true value may be estimated as the full cash value of the parcels as shown upon the last equalized assessment roll of the county. Alternatively, total true value may be determined by other reasonable means, including, but not limited to, by adjusting the value shown on the last equalized assessment roll to correct for deviations from market value due to Article XIII A of the California Constitution.

(g) A proposed assessment of the total amount of the costs and expenses of the proposed acquisitions and/or improvements upon the several subdivisions of land in the district in proportion to the estimated benefits to be received by such subdivisions, respectively, from the acquisition and/or construction of improvements, from the call of the Prior Bonds, and of the expenses incidental thereto.

(h) A proposed maximum annual assessment upon each of the several subdivisions of land in the district to pay costs incurred by the City and not otherwise reimbursed for the administration and collection of assessments or from the administration or registration of the bonds issued and reserve or other related funds.

18. If any excess shall be realized from the assessment, it shall be used in such amounts as the Council may determine, in accordance with the provisions of law for one or more of the following purposes:

(a) Transfer to the general fund of the City, provided that the amount of any such transfer shall not exceed the lesser of \$1,000 or 5% of the total amount expended from the improvement fund;

(b) As a credit upon the assessment and any supplemental assessment in accordance with the provisions of Section 10427.1 of the Streets and Highways Code;

(c) To reimburse the City for any contributions or advances to or for the construction fund that were not pledged in this Resolution of Intention;

(d) For the maintenance of the improvements or a specified part thereof;

(e) To call bonds and related acts, as set forth in Section 10427 of the Code, thereby reducing outstanding assessments and subsequent assessment installments and cause any assessment previously paid in cash to receive a credit in cash.

19. The areas contained within the proposed assessment district are the properties which will be benefited by the improvements and the issuance of bonds, and that the public interest and convenience require, and that it is the intention of this Council that a maximum amount of two percent (2%) of the annual installment of principal and interest on the bonds issued will be added to each annual installment of the unpaid assessments to reimburse the City for costs incurred in the registration, administration and collection of the amounts due on the bonds issued against unpaid assessments and the payments to be made on the bonds.

DATED: September 20, 1995

I, JENNIFER M. PERRIN, City Clerk of the City of Lodi, do hereby certify that Resolution No. 95- 123 was passed and adopted at a regular meeting of the City Council of the City of Lodi, held September 20, 1995, by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSENT: Councilmembers -

ABSTENTIONS: Councilmembers -

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JENNIFER M. PERRIN, City Clerk

**LODI CENTRAL CITY REVITALIZATION ASSESSMENT DISTRICT NO. 95-1**

**EXHIBIT A - Description of Improvements**

**Project "A" Cherokee Lane Area** - The installation of a new street lighting system with new poles and fixtures at approximately 120 feet on center, each side of the street, and a landscaped median with openings at fourteen locations, together with related electrical and irrigation facilities, along Cherokee Lane from south of Almond Drive to Pioneer Drive.

**Project "B" Downtown Area** - The installation of new sidewalks and curb returns (bow cuts), street lighting, street trees, information kiosks, gateway structure and various pedestrian amenities, together with related electrical and irrigation facilities, along School Street from Lodi Avenue to Locust Street and on Pine and Oak Streets from Church Street to Sacramento Street.

The improvements shall also include the acquisition of all lands and easements necessary for such installation and the doing of any and all work auxiliary to any of the above and necessary to complete the same.

**EXHIBIT A**

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# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Memorandum of Understanding (MOU) for the Maintenance and Operators and General Services Units.

**MEETING DATE:** October 4, 1995

**SUBMITTED BY:** Personnel Director

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**RECOMMENDED ACTION:** That the City Council receive the attached Memorandum of Understanding (MOU) (Exhibit A) between the City of Lodi and the Maintenance and Operators and General Services Units for the period from July, 1995 to July 1997.

**BACKGROUND INFORMATION:** The present MOU between the two units and the City of Lodi terminated the end of the pay period in which July 1, 1995 fell. Representatives of the City met and conferred with representatives of the units since May, 1995 to discuss salary, wages, and terms and conditions of employment of represented employees.

Per the authorization of the City Council on September 19, 1995, the agreement was forwarded to the SJPEA for a ratification by its members. The ratification vote for this agreement is scheduled for October 28, 1995. In anticipation of the acceptance of the contract and with the concurrence of the units' representatives this document is submitted as attached for your receipt.

The main features of this MOU are as follows:

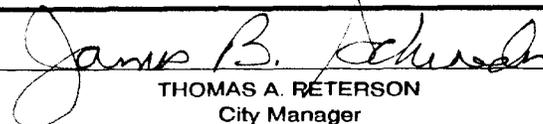
TERM

Three years beginning the first pay period in July, 1995 and ending the end of the pay period in which July 1, 1997 falls.

SALARY

An across the board increase of 4.0% July 1, 1995, 2.0% July 1, 1996, 3.0% July 1, 1997.

APPROVED: \_\_\_\_\_

  
THOMAS A. PETERSON  
City Manager

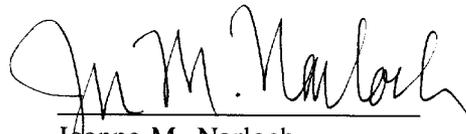


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This agreement also contains changes to the grievance procedure and concessions made on the part of the employee groups to various benefits including vacation and sick leave accrual rates and the sick leave conversion program.

**FUNDING:** General Fund

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joanne M. Narloch". The signature is written in a cursive style with a horizontal line underneath the name.

Joanne M. Narloch  
Personnel Director

JMN/kt

Attachment

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION

GENERAL SERVICES UNIT

July 1, 1995 - July 1, 1998

ARTICLE I - EMPLOYEE REPRESENTATION

1.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the San Joaquin Public Employees' Association (hereinafter referred to as SJPEA) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 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 in this Memorandum. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by the SJPEA. Those classifications are as follows:

Account Clerk	Customer Services Supervisor
Accounting Technician	Data Processing Operations Specialist
Accounts Collector	Data Processing Programmer/Analyst I
Administrative Aide	Data Processing Programmer/Analyst II
Administrative Clerk I	Department Secretary
Administrative Clerk II	Engineering Tech Supervisor
Administrative Clerk III	Engineering Technician I
Animal Control Officer	Engineering Technician II
Assistant Animal Control Officer	Junior Engineer
Assistant Engineer	Junior Planner
Assistant Planner	Librarian I
Associate Civil Engineer	Librarian II

Associate Planner	Library Assistant
Associate Traffic Engineer (Contract)	Meter Reader
Building Inspector I	Parking Enforcement Assistant
Building Inspector II	Police Records Clerk I
Buyer	Police Records Clerk II
Police Records Clerk III	Senior Engineering Technician
Public Works Inspector I	Senior Library Assistant
Public Works Inspector II	Senior Storekeeper/Buyer
Purchasing Assistant	Storekeeper
Senior Account Clerk	Supervising Admin. Clerk
Senior Building Inspector	Support Services Supervisor

- 1.2 The City shall grant dues deduction to City employees who are members of the SJPEA in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution".

The SJPEA shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the SJPEA shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

- 1.3 For purposes of continued certification of SJPEA as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with SJPEA for the life of this memorandum except that any unit employee may withdraw from membership not earlier than ninety days (90) days nor less than sixty (60) days before the expiration of this memorandum. Such withdrawal must be in writing and delivered to the Finance Department. A copy of the request shall be forwarded to SJPEA upon receipt in the Finance Department.

- 1.4 The City shall allow SJPEA access to city meeting facilities at no cost to SJPEA subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate City official and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 1.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.

## ARTICLE II - GRIEVANCE PROCEDURE

- 2.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the SJPEA and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the SJPEA involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in the procedure, the term "PARTY" means an employee, the SJPEA, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 2.2 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 MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by the SJPEA and the City.
  - (b) Discharge, demotion, suspension, or discipline of an individual employee.
  - (c) Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - (d) Disputes which may be of a "class action" nature filed on behalf of the SJPEA or the City. Class action grievances shall be in writing from the SJPEA to the City Manager or vice versa.
- 2.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work 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.
- 2.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 2.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.

- 2.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the SJPEA shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied

by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.

- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator 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 representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 2.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 2.3, 2.4, 2.5, or 2.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 2.8 An employee may represent himself or herself at any step of the Grievance Procedure.

### ARTICLE III - SAFETY

- 3.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.

ARTICLE IV - VACATION LEAVE

- 4.1 0 to 1 year - none. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation shall be credited to the employee's account.

1st through 5th year:	3.08 hours per pay period (10 days per year)
6th through 11th year:	4.62 hours per pay period (15 days per year)
12th through 14th year:	5.24 hours per pay period (17 days per year)
15th through 20th year:	6.16 hours per pay period (20 days per year)
21st year:	6.47 hours per pay period (21 days per year)
22nd year:	6.78 hours per pay period (22 days per year)
23rd year:	7.09 hours per pay period (23 days per year)
24th year:	7.40 hours per pay period (24 days per year)
25th year & over	7.71 hours per pay period (25 days per year)

- 4.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive one first choice in any scheduling period.
- 4.3 Vacation cannot be carried over to the subsequent calendar year in excess of the amount earned in a calendar year unless authorized by the City Manager.
- 4.4 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.

ARTICLE V - HOLIDAYS

5.1 Members of this Unit shall observe the following holidays:

. New Year's Day	January 1
. President's Day	3rd Monday in February
. Memorial Day	Last Monday in May
. Independence Day	July 4
. Labor Day	1st Monday in September
. Thanksgiving Day	4th Thursday in November
. Day after Thanksgiving Day	Friday following Thanksgiving Day
. Christmas Eve (4 hours)	December 24
. Christmas Day	December 25

In addition, each employee shall be granted an additional four (4) days of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

5.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

5.3 The Library will be closed on the Saturday preceding any holiday observed by the City and the Library on a Monday. The Library will also be closed on the Saturday following the observance of a Saturday holiday on the preceding Friday by the City and the Library.

5.4 Holiday time may be taken in quarter hour increments

ARTICLE VI - SICK LEAVE

- 6.1 Full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. (12 days per year)
- 6.2 Sick leave may be accumulated up to an unlimited amount.
- 6.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy of use of sick leave for family members illnesses.
- 6.4 All persons hired after September 1, 1995 shall accumulate sick leave at the rate of 3.08 hours per pay period. Employees accumulating sick leave at a rate of 3.08 will be eligible to participate in the bonus program described in 6.5.
- 6.5 If an employee does not utilize more than 200 hours of sick leave during each five years of employment an additional 40 hours of vacation time will be added to the employees vacation account. The hire date of the employee shall serve as the eligibility date for this bonus.

ARTICLE VII - SICK LEAVE CONVERSION

- 7.1 For all unused sick leave, a represented employee with ten years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

**Option #1 - CONVERSION**

After ten years of employment by the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 1/2% to the 50% before converting the unused sick leave to months of insurance.

**EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The City shall pay up to \$275.00 per month towards the retirees medical insurance premiums. The retiree will be responsible for paying any premium amount above \$275.00 per month.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

**Option #2 - BANK**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

**EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times .75 \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 - CASH OUT**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 7.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 7.1.
- 7.3 Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.
- 7.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 7.1 of this Article.
- 7.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after the effective date of the MOU. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 7.1 the City will report they have zero hours of unused sick leave.
- 7.6 For employees who retire during the term of this contract or who were hired before 1975, the City contribution for Option #1 will be the same as the premium being

paid by the City for such coverage for employees and dependents at the time of retirement.

#### ARTICLE VIII - MEDICAL INSURANCE

8.1 The City agrees to make available the following medical insurance plan:

Summit V of Foundation Health (HMO). Included in this is a pharmaceutical plan in accordance with Foundation Health Drug Program RxL. The employee will be responsible for a \$10.00 co-payment for each prescription.

8.2 The City agrees to pay all costs of premiums for employees and dependents for the term of this agreement.

8.3 Employees shall be eligible for medical insurance the first day of the month next following the date the employee becomes a full-time regular employee of the City of Lodi.

8.4 The City agrees to pay 80% of the first \$750 of chiropractic and chronic physical therapy costs per fiscal year.

8.5 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or unreimbursable medical payments for unit members.

8.6 If an employee has no dependents or chooses not to cover dependents with medical insurance the City will contribute \$25.00 per pay period to the employees deferred compensation account. If an employee elects not to be covered by medical insurance an additional \$100 per month (\$46.15 per pay period) will be contributed to the employees deferred compensation account.

- 8.7 If both the employee and the employee's spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 8.6 shall apply to the employee who is not the primary provider. Employees and family members required to pay a co-payment due to loss of dual coverage, will have co-payments reimbursed by the City of Lodi on a quarterly basis.
- 8.8 The City shall pay 100% of the premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.
- 8.9 Should a significant number of current Primary Care Physicians and/or Specialists in Lodi IPA that are utilized by members of the General Services Unit fail to continue to offer their services through the Foundation Health Plan, Article VIII, Section 1 shall immediately be reopened by both the City and SJPEA to insure that the needs of the General Services membership are met by this medical plan or a new medical plan is found and offered to the membership.

#### ARTICLE IX - DENTAL AND VISION INSURANCE

- 9.1 The City agrees to provide the Delta Premier dental plan (group number 4381) to all employees and their dependents. The City shall pay the full cost for the employee dental premium and one-half the premium for dependents for the term of this agreement.
- 9.2 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE X - WORKERS' COMPENSATION

- 10.1 The City and the SJPEA mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee upon receiving said benefits paid by Workers' Compensation shall also receive compensation from the City in such an amount that when added to the Workers' Compensation payment shall equal the employee's regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XI - TEMPORARY UPGRADE

- 11.1 Any General Services employee who is assigned the duties and responsibilities of a higher classification for three (3) or more consecutive days will be compensated 5% above the salary which he or she is currently receiving.

ARTICLE XII- MEALS

- 12.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the

employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

- 12.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.
- 12.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of (Section 12.1) hereof.
- 12.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. - 12:00 noon - 6:30 p.m.

ARTICLE XIII - TOOLS AND UNIFORM ALLOWANCE

13.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit:

Animal Control Officer	Assistant Animal Control Officer
Meter Reader	Parking Enforcement Assistant
Senior Storekeeper/Buyer	Storekeeper

13.2 Quarterly uniform allowances shall be provided to the following General Services classifications:

- . Meter Reader - \$75
- . Parking Enforcement Assistant - \$75
- . Animal Control Officer - \$150
- . Assistant Animal Control Officer - \$150

The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

13.3 The City and the SJPEA mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel

ARTICLE XIV - LEAVES OF ABSENCE

14.1 The City and the SJPEA mutually agree that the inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.

- 14.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a regular employee is not impaired by such leave of absence.
- 14.3 City employees who are working are entitled to use sick leave, vacation leave, administrative leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.
- 14.4 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.
- 14.5 An employee seeking pregnancy/disability/family care leave shall be required to provide a request in writing (not less than four weeks) to the Supervisor of the anticipated date upon which leave shall commence and end, although the commencement date may vary according to the employee's actual disability.
- 14.6 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, compensatory time off, administrative leave, or long-term disability leave such that the employee is no longer in a pay status shall not receive employer paid employment benefits.

Employees placed in Leave Without Pay status due to disability will continue to receive a three-month (3) extension of

- (1) Medical coverage following the month in which the employee is placed in such status. Other benefits such as
- (2) Dental, Vision or Medical coverage past the three-month extension period, may be continued at the employee's expense.

#### 14.7 FUNERAL LEAVE

- a) Regular employees shall be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. Use of sick leave may not exceed three (3) working days. The immediate family shall be limited to an employee's:

spouse	parent	grandparent	grandparent-in-law
parent-in-law	child	grandchild	son-in-law
sister	stepchild	brother	daughter-in-law
half-brother	half-sister	foster parents	

or a more distant relative who was a member of the employee's immediate household at the time of death.

- b) A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed one (1) day for classifications in the General Services Unit.

ARTICLE XV - COURT APPEARANCES

- 15.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received.
- 15.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 15.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 17.4 If an employee has had jury duty of six hours or more during a 16 hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six consecutive hours.
- 15.5 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken with in the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off duty appearance within seventy two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XVI - PROBATIONARY PERIOD

- 16.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.
- 16.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) Vacation Leave - See Article IV for vacation schedule.
  - 2) The use of the Grievance Procedure to grieve termination.
  - 3) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The SJPEA shall be notified of all extensions.
  - 4) Probation shall be extended for the same time as any leaves of absence.
- 16.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he or she was promoted unless he or she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XVII - PERS

17.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:

- (a) PERS "2% at 60" full formula retirement benefits plus the following additional options:
- (b) The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit. (Section 21298)
- (c) Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4)
- (d) Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3)
- (e) Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8)

17.2 On January 3, 1983, in lieu of any other salary adjustments which otherwise may have been agreed upon in this Unit, the City agreed to pay into each employee's PERS account 7% of the employee's base salary.

ARTICLE XVIII - OTHER BENEFITS

## 18.1 DEFERRED COMPENSATION

The City shall match contributions by General Services employees to a deferred compensation program up to a maximum of 2.5% of the employee's salary.

## 18.2 LONG TERM DISABILITY

A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% of the first two thousand two hundred and fifty dollars (\$2,250) of the employee's basic monthly earnings and 50% of the next one thousand dollars (\$1,000) of the employee's basic monthly earnings, in the event of disability. This program commences 60 days from the date of disability.

## 18.3 LIFE INSURANCE

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

## 18.4 The City shall assume the 1.1% salary cost previously paid by the employee for long-term disability and life insurance.

ARTICLE XIX - TUITION REIMBURSEMENT

- 19.1 The City shall provide \$300 per fiscal year for tuition reimbursement or the cost of tuition and books for two courses per semester for coursework at a State university beyond the level of Associate of Arts degree, to be paid upon the satisfactory completion of job related coursework.
- 19.2 In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the SJPEA reserves the right to negotiate wage adjustments for affected classifications.

ARTICLE XX - HOURS AND OVERTIME

- 20.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.
- (a) Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
  - (b) Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
  - (c) Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

20.2 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work as stated above, after consultation with the employees involved. Notice of permanent changes to this schedule must be given two (2) weeks in advance. Temporary changes in this schedule must have at least 24 hours notice. The SJPEA shall be notified of all permanent schedule changes.

20.3 It is understood and mutually agreed that employees historically receiving Administrative Leave benefits are exempt from the overtime provisions of this Article. The classifications affected are as follows:

Assistant Planner	Junior Engineer	Associate Civil Engineer
Junior Planner	Assistant Engineer	Librarian I and II

20.4 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes time worked:

1. In excess of forty (40) hours in a work week.
2. In excess of eight (8) hours in any work day.
3. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 20.1 and 20.2
4. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m.

Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay.

20.5 Overtime work shall be compensated either at the overtime rate which it was

earned or in equal compensatory time off at the employee's option. This option should be exercised at the time the work is performed. Compensatory time off may be accumulated to an unlimited amount, but must be reduced to a maximum of eighty (80) hours on June 30 of each year. On the first Friday after the first payday in July of each year, all hours over this maximum shall be paid by the City at the employee's current hourly rate. Use of compensatory time off shall be at the option of the employee, consistent with the requirements of the City.

20.6 Employees who are required to report for prearranged work on their non-work days or holidays, shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

20.7 REST PERIOD

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

20.8 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

20.9 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- (1) On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- (2) On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

#### ARTICLE XXI - CITY RIGHTS

21.1 It is understood and agreed between the parties that nothing contained in this Memorandum 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; to determine the methods, means and personnel by which government operations are to be conducted.

- . Take all necessary actions to carry out its mission in emergencies.
  
- . Exercise complete control and discretion in the technology of performing its work.

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 take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

#### ARTICLE XXII - CHANGES IN MEMORANDUM

- 22.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXIII - NO STRIKES

23.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins" or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXIV - TERM

24.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The parties agree as follows:

TERM: Covering the period from July 1, 1995 through the end of the pay period in which July 1, 1998 falls.

ARTICLE XXV - SALARY

- 25.1 Effective the pay period following July 1, 1995 salary will be increased by 4%.
- 25.2 Effective the pay period following July 1, 1996 salary will be increased by 2%.
- 25.3 Effective the pay period following July 1, 1997 the City will increase salaries by 3%.

ARTICLE XXVI - MUTUAL CONSENT CONTINGENCY

- 26.1 This MOU may be amended any time during its life upon the mutual consent of the City and the SJPEA. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXVII - ASSOCIATION LEAVE

- 27.1 Whenever any employee is absent from work as a result of a formal request by the SJPEA to send an employee to school to be involved in Association business. The City shall pay for all regular time lost and shall be reimbursed therefore by the SJPEA at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

ARTICLE XXVIII - STATUS

- 28.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- (a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full-time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).

- (b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full-time service with the City, a probationary employee shall be given the status of a regular employee.
- (c) A temporary employee is an employee hired on a full-time basis to fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.
- (d) A contract employee is an employee hired on a part-time or full-time basis to perform a specific task or function for a limited duration. Such employees do not have rights to further employment with the City.

#### ARTICLE XXIX - SENIORITY

29.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- (a) Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.

- (b) On duty with the National Guard.
- (c) Is absent due to industrial injury.
- (d) On leave of absence.
- (e) Absent due to layoff for a period of less than twelve (12) consecutive months.

#### ARTICLE XXX - PROMOTION

30.1 The City and the SJPEA mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

#### ARTICLE XXXI - EDUCATION INCENTIVES

31.1 Employees in subprofessional engineering position having the following certificates will receive an additional \$23.08 per pay period:

- A) Engineer in Training
- B) Land Surveyor in Training
- C) Land Surveyor

ARTICLE XXXII - CATASTROPHE BANK

- 32.1 A catastrophe bank will be created for all unit members who by reason of verifiable long term illness or injury exhausts all employee benefits. This bank will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.
- 32.2 Catastrophic is defined as being a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged illness or non-industrial injury which is estimated to last for at least thirty (30) calendar days.
- 32.3 The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donation must be a minimum for four (4) hours and are irrevocable.
- 32.4 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than twelve consecutive months.

ARTICLE XXXIII - SHOP STEWARDS

- 33.1 The SJPEA agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job

while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

#### ARTICLE XXXIV - MILEAGE COMPENSATION

- 34.1 Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

On Behalf of the General Services Unit  
SAN JOAQUIN PUBLIC EMPLOYEES ASSOCIATION  
CITY OF LODI

\_\_\_\_\_  
Elaine Craig  
Sr. Employee Relations Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Joanne M. Narloch  
Personnel Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Bell  
Account Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Jack Ronsko  
Public Works Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Sandy Meyers  
Department Secretary

Date: \_\_\_\_\_

\_\_\_\_\_  
Randy Liepelt  
Sr. Storekeeper/Buyer

Date: \_\_\_\_\_

\_\_\_\_\_  
Vicky Whetstone  
Meter Reader

Date: \_\_\_\_\_