



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Authorize City Manager to Execute an Addendum to the 2008-2009 Memorandum of Understanding Between the City of Lodi and the Lodi City Mid-Management Association.

**MEETING DATE:** January 20, 2010

**SUBMITTED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Authorize City Manager to execute an addendum to the 2008-2009 Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association.

**BACKGROUND INFORMATION:** This agreement modifies the existing Memorandum of Understanding (MOU) between the City and the Mid-Management Association. The current MOU is effective January 1, 2008 through December 31, 2009. Rather than renegotiate a new MOU, the City and the Mid-Management Association have reached a tentative agreement to extend the current MOU through December 31, 2010 with several minor modifications. Those modifications are detailed in Exhibit A and are consistent with direction previously provided in Closed Session.

**FISCAL IMPACT:** Generally, no net change in the context of the MOU. The medical insurance opt-out provision may reduce the cost savings achieved, but it is a fairer assumption to believe it will result in a cost reduction as more people decline insurance.

**FUNDING AVAILABLE:** N/A.

Respectfully submitted,

Handwritten signature of Jordan Ayers in black ink.

Jordan Ayers  
Deputy City Manager/Internal Services Director

Handwritten signature of Dean Gualco in black ink.

Dean Gualco  
Human Resources Manager

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APPROVED:

Handwritten signature of Blair King in black ink.

Blair King, City Manager

**ADDENDUM TO THE LODI CITY MID-MANAGEMENT ASSOCIATION MOU**

Whereas, the City of Lodi and the Lodi City Mid-Management Association are parties to a Memorandum of Understanding (MOU) that will be extended through December 31, 2010; and

Whereas, the parties desire to enter into this Addendum to modify the MOU; and

NOW, THEREFORE, BE IT RESOLVED the parties agree as follows:

<b>Section</b>	<b>Amended Language</b>
Salary and Term - 1.1	Add language: "In the event that any Bargaining Unit negotiates a new across the board salary increase during calendar year 2010, negotiations would reopen with the Mid-Management Bargaining Unit regarding salaries. This clause shall not apply to a restoration of previously waived salary rights."
Medical Insurance - 15.1	If an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for this provision at one half (1/2) of the current amount. The dollar amount shall not increase during the term of the MOU. In order to qualify for this provision, proof of group insurance must be provided to the City.
Tuition Reimbursement - 21.1 (1) and 21.1 (2)	<p>Modify 21.1 (1) to increase maximum to \$3,000.</p> <p>Eliminate paragraph stating, "The maximum amount reimbursed is based on fees for two courses of study at California State University Sacramento."</p> <p>Add language to state: "Reimbursement subject to a grade of "C" or higher. No pass/fail course grades will be accepted. College must be accredited from one of the eight regional accredited associations below:</p> <ul style="list-style-type: none"> <li>▪ Middle States Association of Colleges and Schools, Commission on Higher Education</li> <li>▪ New England Association of Schools and Colleges, Commission on Institutions of Higher Education</li> <li>▪ New England Association of Schools and Colleges, Commission on Technical and Career Institutions</li> <li>▪ North Central Association of Colleges and Schools, The Higher Learning Commission</li> <li>▪ Northwest Commission on Colleges and Universities</li> <li>▪ Southern Association of Colleges and Schools, Commission on Colleges</li> </ul>

	<ul style="list-style-type: none"><li>▪ Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges</li><li>▪ Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities</li></ul>
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This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI,

Mid-Managers Association

\_\_\_\_\_  
Blair King, City Manager

BY \_\_\_\_\_  
Curt Juran, President

\_\_\_\_\_  
Dean Gualco, Human Resources Manager

ATTEST:

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RANDI JOHL, J.D., City Clerk

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D. STEPHEN SCHWABAUER, City Attorney

