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CITY COUNCIL MEETING

FEBRUARY 2, 1983

VARIOUS ACTIONS
BY COUNCIL
RELATING TO
LABOR NEGOTIA-
TIONS WITH
POLICE UNIT

d) On motion of Council Member Olson, Murphy second, adopted Resolution No. 83-11 - "Resolution Amending 'Rules for Personnel Administration, City of Lodi, California', Rule 9, Relating to Hours and Leaves Observed by City of Lodi Employees, by Adding a new Section 7 Thereto Relating to Vacation Leave with Pay, and Thereby Rescinding All Resolutions Inconsistent There-with, Pertaining Thereto".

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RESOLUTION NO. 83-9

RESOLUTION AMENDING "RULES FOR PERSONNEL ADMINISTRATION, CITY OF LODI", RULE 9, SECTION 6, RE HOLIDAYS OBSERVED BY CITY OF LODI EMPLOYEES, AND THEREBY RESCINDING RESOLUTION NO. 82-131 PERTAINING THERETO.

BE IT RESOLVED that Rule 9, Section 6 of the "Rules for Personnel Administration, City of Lodi" is hereby amended to read in full as follows:

"Section 6. HOLIDAYS:

"A. Fire Personnel shall observe the following as holidays:

"January first, the third Monday in February, the last Monday in May, July fourth, the first Monday in September, September ninth, November eleventh, the Thursday in November appointed as Thanksgiving Day, December twenty-fifth, and the employee's birthday.

"If January first, July fourth, September ninth, November eleventh, or December twenty-fifth falls upon a Sunday, the Monday following is a holiday. When a holiday falls on a Saturday, all employees will be granted that holiday time off to be taken at a later date and at such time within one year as is mutually agreed to by the individual employee and his department head. If the employee's birthday falls on a Saturday, the preceding Friday shall be granted, and if the employee's birthday falls on a Sunday, the following Monday shall be granted unless otherwise mutually arranged between the employee and his department head. If a holiday falls during a normally scheduled vacation or if the employee's birthday falls on a regularly scheduled holiday, the employee shall be entitled to receive an additional day of vacation to be arranged with his department head. If an employee must work on a holiday he will be credited with 12 hours of compensatory time off except that as to Fire Department Personnel on shift schedule they shall be credited with 18 hours of compensatory time off. If the holiday falls on a normally scheduled day off, the employee shall be granted another day off in lieu of the holiday at a time to be mutually arranged with his department head.

"B. All other employees for management, mid-management, those employees who are represented by the General Services or the Maintenance and Operators bargaining unit and Police Officers and Police Sergeants not assigned to Patrol shall observe the following holidays during which City Offices, excepting those providing emergency and essential services, shall be closed. Every January first, the third Monday in February (Washington's Birthday), the last Monday

in May (Memorial Day), July fourth, the first Monday in September (Labor Day), the fourth Thursday in November (Thanksgiving Day), the Friday following Thanksgiving Day, and December twenty-fifth (Christmas Day).

"When the Holiday falls on a Saturday, the preceding Friday is a Holiday.

"When the Holiday falls on a Sunday, the following Monday is a Holiday.

"In addition, each non-management and non-mid-management employee will be given 3 additional days off per calendar year to be taken off at a time mutually agreeable to the employee and his department head. Management and mid-management employees will be given 2 additional days off per calendar year."

"C. All employees represented in the Electrical Bargaining Unit shall observe the following as Holidays:

"Every January first, the third Monday in February (Washington's Birthday), the last Monday in May (Memorial Day), July fourth, the first Monday in September (Labor Day), the fourth Thursday in November (Thanksgiving Day), and December twenty-fifth (Christmas Day).

"When the Holiday falls on a Sunday, the following Monday is a Holiday. When a Holiday falls on a Saturday, the employees will be granted 8 hours time off to be taken within one year, at a time mutually agreed to by the employee and his department head.

"In addition, each non-management and non-mid-management employee will be given four additional days off per calendar year to be taken off at a time mutually agreeable to the employee and his department head. Management and mid-management employees will be given three additional days off per calendar year."

"D. Police Officers and Police Sergeants assigned to Patrol will be granted 100 hours of Holiday Leave per year. No fixed Holidays will be observed during the year. Holidays will be scheduled off in one-shift increments.

Resolution No. 82-131 is rescinded upon the adoption of this Resolution.

This Resolution is to be effective upon the date of its adoption by the City Council.

Dated: February 2, 1983

I hereby certify that Resolution 83-9 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 2, 1983 by the following vote:

Ayes: Council Members - Snider, Olson,
Pinkerton, Murphy,
and Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None

ALICE M. REIMCHE
City Clerk

RESOLUTION NO. 83-10

RESOLVED by the City Council of the City of Lodi that the following bi-weekly salaries be paid to sworn personnel of the Police Department.

	STEP				
	A	B	C	D	E
POLICE OFFICER					
11/8/82	\$690.30	\$724.81	\$761.05	\$799.10	\$839.06
4/10/83	724.81	761.05	799.10	839.06	881.01
1/2/84	761.05	799.10	839.06	881.01	925.06
POLICE SERGEANT					
11/8/82	\$799.82	\$839.81	\$881.80	\$925.89	\$972.18
4/10/83	839.81	881.80	925.89	972.18	1020.79
1/2/84	881.80	925.89	972.18	1020.79	1071.83
POLICE LIEUTENANT					
10/11/82	\$881.80	\$925.89	\$972.18	\$1020.79	\$1071.83
4/10/83	925.89	972.18	1020.79	1071.83	1125.42
1/2/84	972.18	1020.79	1071.83	1125.42	1181.69
POLICE CAPTAIN					
10/11/82	\$972.18	\$1020.79	\$1071.83	\$1125.42	\$1181.69
4/10/83	1020.79	1071.83	1125.42	1181.69	1240.77
1/2/84	1071.83	1125.42	1181.69	1240.77	1302.81

DATED: February 2, 1983

I hereby certify that Resolution No. 83-10
was passed and adopted by the City Council
of the City of Lodi in a regular meeting
held February 2, 1982 by the following vote:

Ayes: Council Members - Pinkerton, Olson,
Murphy, Snider, and
Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Alice M. Reimche
City Clerk

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RESOLUTION NO. 83-12

RESOLVED, that effective February 1, 1983, the City Council of the City of Lodi approve modifications to the hospitalization and major medical plan and pay the following rates for medical and dental premiums for members of the Police Bargaining Unit, as follows:

Change Base Room Rate from \$150 to \$180 per day
Monthly Employee Medical Insurance Premium \$53.03
Monthly Dependent Medical Insurance Premium \$71.71
Monthly Employee Dental Insurance Premium \$10.00
Monthly Dependent Dental Insurance Premium \$ 8.78

DATED: February 2, 1983

I hereby certify that Resolution No. 83-12 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 2, 1983 by the following vote:

Ayes: Council Members - Olson, Snider,
Murphy, Pinkerton,
and Reid (Mayor)
Noes: Council Members - None
Absent: Council Members - None

Alice M. Reimche
City Clerk

RESOLUTION NO. 83-11

A RESOLUTION AMENDING "RULES FOR PERSONNEL ADMINISTRATION, CITY OF LODI, CALIFORNIA" RULE 9 RELATING TO HOURS AND LEAVES OBSERVED BY CITY OF LODI EMPLOYEES, BY ADDING A NEW SECTION 7 THERETO RELATING TO VACATION LEAVE WITH PAY, AND THEREBY RESCINDING ALL RESOLUTIONS INCONSISTENT THEREWITH, PERTAINING THERETO

BE IT RESOLVED, that the "Rules for Personnel Administration, City of Lodi, California" Rule 9 relating to hours and leaves observed by City of Lodi employees, is hereby amended to add a new Section 7 thereto relating to vacation leave with pay, and thereby rescinding all resolutions inconsistent therewith, pertaining thereto, to read in full as follows:

"Section 7. Vacation Leave With Pay. Every employee shall be allowed vacation leave with pay based on the schedule hereinafter set forth. Except upon authorization of the City Manager, earned vacations shall not be carried over in excess of the amount earned in one calendar year to any subsequent year.

(a) Full-time City employees, with the exception of Fire personnel working on a shift schedule, having served continuously for the period hereinafter specified shall earn vacation leave with pay based on the following schedule:

i. No vacation is earned the first year of employment for any employee except those represented by the Electric Unit. Upon completion of twelve months service, the employee will be credited with 80 hours of vacation. Employees of the Electric Unit will earn vacation, but may not take vacation during the first twelve months of employment.

ii. 3.08 hours per pay period beginning with the first year through the end of the fifth year.

iii. 4.62 hours per pay period of service beginning with the sixth year through the end of the fifteenth year.

iv. 6.16 hours per pay period of service beginning with the sixteenth year through the end of the twentieth year.

v. All employees except those represented by the Electric Unit shall earn vacation at the following rate:

21st year of service	6.47 hours per pay period
22nd year of service	6.78 hours per pay period
23rd year of service	7.09 hours per pay period
24th year of service	7.40 hours per pay period
25th year and each year thereafter	7.71 hours per pay period

(b) Full-time City employees of the Fire Division working on a shift schedule having served continuously for the period hereinafter specified shall earn vacation leave with pay based on the following schedule.

i. 5.54 hours per pay period of service beginning with the first year through the end of the fifth year.

ii. 8.31 hours per pay period of service beginning with the sixth year through the end of the fifteenth year.

iii. 11.08 hours per pay period of service beginning with the sixteenth year and each year thereafter.

(c) All vacations shall be taken at such time or times during the calendar year as may be approved by the employee's Department Head and the City Manager.

(d) A person who resigns, retires, or who is to be laid off without fault on his part, and who had earned vacation time to his credit shall be paid for such vacation on the effective date of such resignation, retirement or layoff.

(e) If a holiday falls on a workday within a scheduled vacation period, one additional day shall be granted.

(f) The provisions of this resolution shall be effective as of February 1, 1983.

Dated: February 2, 1983

I hereby certify that Resolution No. 83-11 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 2, 1983 by the following vote:

Ayes: Council Members - Olson, Snider,
Murphy, Pinkerton,
and Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Alice M. Reimche
City Clerk

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Police Officers Association (hereinafter referred to as "LPOA").

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum of Understanding 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 Memorandum, 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 Memorandum of Understanding are applicable Police Officers and Police Sergeants. It is mutually agreed that wages, hours and other terms and conditions of employment of such employees shall be changed as hereinafter set forth and applicable ordinances and resolutions shall be presented to the City Council for action, and administrative rules and policies shall be modified accordingly.

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

1. Term:

Covering the period from October 10, 1982 through October 7, 1984.

2. Salary:

The following bi-weekly salary rates will be effective on the following dates:

Police Officer:	A	B	C	D	E
11/8/82	690.30	724.81	761.05	799.10	839.06
4/10/83	724.81	761.05	799.10	839.06	881.01
1/2/84	761.05	799.10	839.06	881.01	925.06

Police Sergeant:

11/8/82	799.82	839.81	881.80	925.89	972.18
4/10/83	839.81	881.80	925.89	972.18	1020.79
1/2/84	881.80	925.89	972.18	1020.79	1071.83

3. Medical Insurance:

Effective February 1, 1983, the City agrees to modify the present hospital and major medical plan as follows:

Deductible:	\$100.00 per individual
	\$200.00 per family unit
Basic Room Rate:	\$180.00
CCU and ICU:	300% of basic room rate

The City will pay the following amounts for the medical insurance plan:

Employee:	\$53.03 per month
Dependent:	\$71.71 per month

The City will pay any additional premiums during the term of this Agreement.

4. Dental:

Effective February 1, 1983, the City agrees to pay \$10.00 per month per employee and \$8.78 per month for Dependent Dental Insurance premium.

The City will pay any additional premiums during the term of this Agreement.

5. Holidays:

The present Holiday Policy shall be changed as follows:

1. Effective January 1 of each year, each Police Officer and each Police Sergeant assigned to patrol, will be granted 100 hours of Holiday Leave. All others will be granted 88 hours of Holiday Leave.

2. Police Officers assigned to patrol and Police Sergeants will have holidays scheduled off in one-shift increments (usually on Wednesday for Police Officers). There will be no fixed holidays during the year.

3. Officers assigned to special assignment will observe the following Holiday Schedule:

New Years Day	- January 1
Washington's Birthday	- 3rd Monday in February
Memorial Day	- 4th Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September

Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving
Christmas Day - December 25

If one of these days falls on a Saturday, the preceding Friday will be observed, and if one of these days falls on a Sunday, the succeeding Monday will be observed.

The Officer may take off 3 additional days during the year at a time mutually agreeable to the officer and his supervisor.

4. If a Police Officer or Police Sergeant is transferred from patrol to special assignment or vice versa, the remaining holiday hours will be adjusted to reflect an equivalent number of days off.

6. Vacation:

The following vacation schedule will be effective January 17, 1983:

During the first continuous 12 months of employment, no vacation days shall be earned. For example, an employee who terminates employment for any reason during the first twelve months of employment shall not be entitled to any payoff for vacation days.

At completion of 12 continuous months of employment, 80 hours' vacation leave will be credited to the employee's account.

1-5 years - vacation earned at rate of 10/days year.
(3.08 hours per pay period.)

6-15 years - vacation earned at rate of 15 days/year.
(4.62 hours per pay period.)

16-20 years - vacation earned at rate of 20 days/year.
(6.16 hours per pay period.)

Each year over 20 years - vacation earned at rate of 1 additional day (.31 hours per pay period) per year, to a maximum of 25 days/year.

Persons presently working the first 12 months of employment will continue to accrue vacation at the rate of 80 hours per year.

7. Work Schedule:

A "10-4" Plan for Police Officers assigned to patrol will be instituted at the beginning of the July 1983 rotation. The City and LPOA mutually agree this will be a trial which will end the conclusion of the rotation in which October 1, 1985 occurs.

The "10-4" workday schedule will be as shown in Appendix A of this document.

It is mutually agreed 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 holidays and vacations, all depending on "the needs of the service".

8. Severability:

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

9. Concerted Activities:

Represented employees agree that they will not strike, withhold services, engage in "slow downs" or "sick ins" or participate in any other form of concerted activity which is intended to or which does adversely affect job performance or rendering of City services.

10. City Rights:

It is further 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, to set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion and 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 paragraph 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.

LODI POLICE OFFICERS ASSOCIATION

CITY OF LODI

Quinn E. [Signature] Pres. 012683
Date
Rex [Signature] 1/26/83
Date

Jerry L. Oliver 1-28-83
Date

Date

Date

Date

Date

Date

PATROLMAN

	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1ST PLATOON	Shaded	Shaded				Shaded	Shaded	Shaded	Shaded					
2ND PLATOON				Shaded	Shaded						Shaded	Shaded	Shaded	Shaded

EXHIBIT "A"

