

RESOLUTION NO. 3445

RESOLUTION APPROVING THE "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND THE CITY OF LODI CHAPTER, SAN JOAQUIN COUNTY EMPLOYEES ASSOCIATION, INC., APPROVING SALARY INCREASES FOR THE LODI PUBLIC LIBRARY EMPLOYEES.

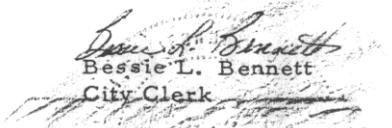
RESOLVED, that the "Memorandum of Understanding Between the City of Lodi (Lodi Public Library) and the City of Lodi Chapter, San Joaquin County Employees Association, Inc. " dated September 1, 1970, and approved by the City Council on December 16, 1970, a copy of which is annexed hereto and made a part hereof as if set forth in full herein, be and the same is hereby approved and adopted by the City Council of the City of Lodi.

BE IT FURTHER RESOLVED, that in accordance with Resolution No. 3421, the above salary increases shall become effective as of September 1, 1970.

Dated: December 16, 1970

I hereby certify that Resolution No. 3445 was passed and adopted by the City Council of the City of Lodi in regular meeting held December 16, 1970, by the following vote:

AYES: Councilmen - EHRHARDT, HUGHES, KATNICH  
and SCHAFFER  
NOES: Councilmen - None  
ABSENT: Councilmen - KIRSTEN

  
Bessie L. Bennett  
City Clerk

City of Lodi, California

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY LODI (LODI PUBLIC LIBRARY)

AND

CITY OF LODI CHAPTER,  
SAN JOAQUIN COUNTY EMPLOYEES ASSOCIATION, INC.

This Memorandum of Understanding between the City of Lodi and the City of Lodi Chapter, San Joaquin County Employees Association, Inc.

constitutes the results of meeting and conferring in good faith as prescribed in Section 3505 of the Government Code of the State of California.

The salaries and fringe benefits set forth in this agreement have been mutually agreed upon by the designated representatives of the City of Lodi and the City of Lodi Chapter, San Joaquin County Employees Association, Inc. , hereinafter called Employees Association, and the signatories to this Memorandum of Understanding are the official representatives of said city and said employee organization.

**This** document shall be submitted to the Board of **Trustees** of the Lodi Public Library for that body's review and final determination. It shall then be presented to the City Council of the City of Lodi for that body's ratification.

In accordance with the terms and conditions of City of Lodi Resolution No. 3312 entitled, "Implementing Meyers-Milias Brown Act By Establishing Procedures For Administration Of Employer-Employee Relations Between The City of Lodi And Its Employee Organizations; And For

Resolving Matters Affecting Employment" formal recognition of the Employees Association for purposes of meeting and conferring in good faith as the majority representative of City of Lodi employees in the classified service has been granted in the following appropriate units:

1. Police Department - all sworn peace officers as defined by the Public Employees Retirement System.
2. Fire Department - all fire fighters as defined by the Public Employees Retirement System.
3. All miscellaneous employees except employees of the Utilities Department (the Electrical Utilities Assistant position in the Utilities Department is included as part of the miscellaneous employees unit).

The terms and conditions of this Memorandum of Understanding are applicable to the following classes:

Janitor  
Librarian I  
Librarian II  
Library Assistant  
Library Clerk

The City of Lodi and the Employees Association mutually agree that existing salaries, hours and other terms and conditions of employment of the above enumerated classes represented by the Employees Association are amended as set forth herein and applicable ordinances, resolutions, rules and policies shall be appropriately amended to incorporate said agreements:

1. The City County of the City of Lodi agrees to incorporate in a salary resolution to be effective September 1, 1970

the following salary adjustments mutually agreed to by authorized representatives of the Board of Trustees of the Lodi Public Library and the Employees Association:

CLASS

Janitor

Salary Range Effective 9-1-69 \$ 469 - 493 - 517 - 543 - 570

Salary Range Effective 9-1-70 \$ 493 - 517 - 543 - 570 - 598

Librarian I

Salary Range Effective 9-1-69 \$ 613 - 644 - 676 - 710 - 745

Salary Range Effective 9-1-70 \$ 660 - 693 - 727 - 763 - 801

Librarian II

Salary Range Effective 9-1-69 \$ 676 - 710 - 745 - 782 - 821

Salary Range Effective 9-1-70 \$ 727 - 763 - 801 - 842 - **883**

Library Assistant

Salary Range Effective 9-1-69 \$ 517 - 543 - 570 - 598 - 628

Salary Range Effective 9-1-70 \$ 543 - 570 - 598 - 628 - 660

Library Clerk

Salary Range Effective 9-1-69 \$ 447 - 469 - 493 - 517 - 543

Salary Range Effective 9-1-70 \$ 469 - 493 - 517 - 543 - 570

2. (A) The City and the Employees Association mutually agree that effective October 1, 1970 the City's medical coverage shall be amended to provide the following:

1. Maximum charges for room and board as a part of hospital expenses shall be increased from \$37.00 per day to \$45.00 per day.
2. The provision of the \$50 deductible per person shall be amended to provide for a maximum \$150 deductible per family.

(B) The City and the Employees Association mutually agree that monies in the form of rebates granted by the insurance carrier shall be used to offset the cost of premiums, said rebates to be applied to the City and dependent premiums in the ratio of employee/dependent claims.

3. The City and the Employees Association mutually agree that the City shall grant dues deduction to City employees who are members of the Employees Association 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 Employees Association 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 Employees Association shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

4. The City and the Employees Association mutually agree that representatives of said City and said employee organization shall meet during the term of this Memorandum of Understanding to discuss and prepare a program for tuition reimbursement for job-related courses of instruction.
5. The City and the Employees Association mutually agree that the City's current residency requirement as said requirement pertains to employees of the Fire Department shall be amended. Said employees shall be permitted to reside in that County of San Joaquin described in the residency policy memorandum of July 31, 1968; that county area being between the Eight Mile Road and the northern boundary of the County.
6. The City and the Employees Association mutually agree that employees in the classification of Sewage Plant Operator receive compensation of two (2) hours straight time pay when said employees are required to be placed in a standby status.
7. The City and the Employees Association mutually agree that employees whose regular work station is at the White Slough Water Pollution Control Plant shall receive mileage compensation of ten (10) cents per mile for use of their personal automobile when said employees are called back to the plant in an emergency situation.

8. The City and the Employees Association mutually agree that the City shall purchase appropriate laboratory-type protective clothing for use by employees in the classification of Laboratory Technician.
9. The City and the Employees Association mutually agree that the City shall purchase appropriate foul-weather coats and boots for police and animal shelter personnel. For police personnel, a sufficient number of sets in varying sizes shall be purchased and stored in the Public Safety Building to insure that such foul-weather equipment will be available for each member of the shift. Foul-weather equipment for use by animal shelter personnel shall be stored at that facility.
10. The City and the Employees Association mutually agree that the compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of **two (2)** hours pay at the rate of time and one-half. Additional call-outs during that day shall be compensated at the time and one-half rate for actual hours worked. Only one call-out between the hours of 5:00 p.m. one day and 5:00 p.m. the following day will be compensated at the minimum two-hour period.
11. The City and the Employees Association mutually agree that if the City requires field crew members in the Public Works and Parks Departments to perform work for more than

one and one-half ( 1 1/2) hours beyond regular quitting time, or if an employee is called in more than two (2) hours before regular starting time, the City will provide such employees with a meal. When at the regular close of a work day such employees are required to work overtime for an extended, continuous period of time, the City will provide meals, after the first overtime meal, at four (4) hour intervals until the employees are dismissed from work.. The cost of such meals and the time taken to consume them shall be at the City's expense.

12. The City and the Employees Association mutually agree that the City vacation schedule shall be amended to provide that employees shall earn vacation credits in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
0 - 5	10
6	11
7	12
8	13
9	14
10 - 15	15
16	16
17	17
18	18
19	19
20	20

Employees shall be credited with vacation days earned monthly in accordance with a schedule to be promulgated by the City Personnel Office. Employees in the Fire Unit shall earn vacation in accordance with the regular work week schedule in that Department of an average of 63 hours. The vacation schedule for the Fire Unit shall be promulgated by the City Personnel Office with concurrence of the Employees Association. The new schedule will be in proper ratio to the amended schedule for other City employees.

13. The City and the Employees Association mutually agree that a joint local salary survey shall be conducted prior to the start of negotiations for fiscal year 1971-72 to ascertain salary rates in clerical classes, janitor and mechanic in comparable positions in both public and private employment within the immediate City of Lodi area.
14. The City and the Employees Association mutually agree that the City shall conduct a study of out-of-class assignments and make such information available to the Employees Association.
15. The City and the Employees Association mutually agree that the City of Walnut Creek shall be deleted from the city salary survey group and that the City of El Cerrito shall be added to said group of survey cities. The amended list of salary survey cities is: Antioch, Davis, El Cerrito, Fairfield, Livermore, Manteca, Modesto, Pleasanton, Pittsburg, Roseville, Tracy, Vacaville and Woodland.

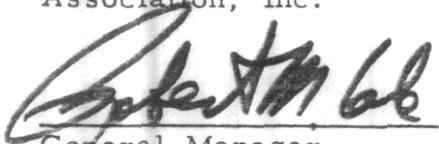
16. The City and the Employees Association mutually agree that negotiations for salary and fringe benefit adjustments beginning 1971 shall be commenced in the spring. It is the intent to achieve an effective date of said adjustments of July 1, 1971.
17. The City and the Employees Association mutually agree that the following classes shall be reviewed during the next negotiating period as a special study:

Meter Reader - Collector

Parking Meter Repairman - Collector

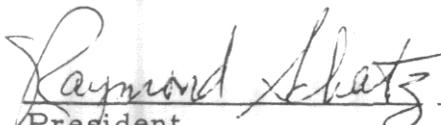
Except where otherwise provided herein, the terms and conditions of this Memorandum of Understanding shall become effective January 1, 1971.

For the City of Lodi Chapter,  
San Joaquin County Employees  
Association, Inc.

  
General Manager      1/4/71  
Date

For the City of Lodi

  
Assistant City Manager      12/28/70  
Date

  
President      12/29/70  
Date