Any person may speak for three (3) minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, extended at the discretion of the City Council. This rule does not apply to public hearings. Non-timed items may be taken up at any unspecified time.

RECEPTION: 5:30 p.m.
Reception with City Council Members and members of Committees and Commissions.

I. CALL TO ORDER & ROLL CALL:
6:00 p.m.

II. PLEDGE OF ALLEGIANCE:

III. ACCEPTANCE OF AGENDA:
Move to accept agenda as posted, or move to add or delete items.

Urgency Items:
To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the Agenda being posted.

IV. CONSENT AGENDA:
The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.

A. Ordinances:
Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

B. Minutes:
Approve minutes of the City Council regular meeting of February 20, 2018 and the special meeting of February 28, 2018.

C. Warrants:
Approve the warrant register of February 26, 2018.

D. Memorandum of Understanding:
Adopt a resolution approving a Memorandum of Understanding with the Lakeport Employees’ Association for the period of January 1, 2018 through December 31, 2020.

E. Confidential Employee Group
Compensation and Benefits Program:
Adopt a resolution approving the Compensation and Benefits Program for the City of Lakeport Confidential Employees for the period of March 1, 2018 through December 31, 2020.

F. Unrepresented Management Employee Group Compensation and Benefits Program:
Adopt a resolution approving the Compensation and Benefits Program for the City of Lakeport Unrepresented Management Employees for the period of March 1, 2018 through June 30, 2020.

G. Contract Amendment:
Approve Amendment #2 to Agreement for Services between the City of Lakeport and Margaret Silveira.

V. PUBLIC PRESENTATIONS/REQUESTS:

A. Citizen Input:
Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight’s agenda. Persons wishing to address the City Council are required to complete a Citizen’s Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.

B. Proclamation:
Mayor to read a Proclamation honoring City of Lakeport Committee and Commission members, and present Certificates of Appreciation to outgoing Committee and Commission members.

VI. COUNCIL BUSINESS:

A. Police Chief
1. Walk/Bike to School Event:
Authorize the Chief of Police and Public Works Director to close portions of N. High Street, Lakeshore Blvd., Giselman Street, Sayre Street and Lange Street and also conduct traffic controls at other intersections along the route between the 1800 block of N. High Street and the LUSD campuses on Lange Street on the morning of May 9th, 2018.
VII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

VIII. ADJOURNMENT:

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk’s Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport’s website, www.cityoflakeport.com, subject to staff’s ability to post the documents before the meeting.

The City of Lakeport, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (707) 263-5615, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

____________________________
Hilary Britton, Deputy City Clerk
MINUTES
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSION AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, February 20, 2018
City Council Chambers, 225 Park Street, Lakeport, California 95453

CLOSED SESSION: Mayor Turner called the meeting to order at 5:30 p.m. There was no public comment. Mayor Turner adjourned the meeting to closed session at 5:30 p.m. to consider the following:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code § 54956.8)
1. 902 Bevins Court, APN: 025-462-11
   Agency Negotiator: City Manager Silveira
   Negotiating Party: Lake County Tribal Health
   Under Negotiation: Price and Terms of Payment

REPORT FROM CLOSED SESSION: There were no reportable actions from Closed Session.

I. CALL TO ORDER & ROLL CALL: Mayor Turner called the meeting to order at 6:00 p.m., with Council Member Barnes, Council Member Mattina, Council Member Parlet, Council Member Spurr present.

II. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Bonnie Sharp.

III. ACCEPTANCE OF AGENDA: A motion was made by Council Member Mattina, seconded by Council Member Barnes, and unanimously carried by voice vote to accept agenda as posted.

   Urgency Items: There were no urgency items.

IV. CONSENT AGENDA:
   A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.
   B. Minutes: Approve minutes of the City Council regular meeting of February 6, 2018.
   C. Warrants: Approve the warrant register of February 7, 2018.
   D. Application 2018-004: Approve Application 2018-004, with staff recommendations, for the Child Festival in the Park event to be held in Library Park on April 21, 2018.
   E. Application 2018-005: Approve Application 2018-005, with staff recommendations, for the July Fourth Arts and Crafts Fair to be held in Library Park.
   F. Application 2018-006: Approve Application 2018-006, with staff recommendations, for the Taste of Lake County event to be held on Main Street on August 25, 2018.
   G. Application 2018-007: Approve Application 2018-007 and waive application fee, with staff recommendations, for the Trick or Treat Main Street event, to be held October 31, 2018.
   H. Application 2018-008: Approve Application 2018-008, with staff recommendations, for the Dickens’ Faire to be held on Main Street on November 24, 2018.

   Vote on Consent Agenda: A motion was made by Council Member Parlet, seconded by Council Member Mattina, and unanimously carried by voice vote to approve the consent agenda as posted, Items A-H.

V. PUBLIC PRESENTATIONS/REQUESTS:
   A. Citizen Input: Nancy Ruzicka thanked staff for getting the state involved in some drainage issues from the state easement onto Parallel Drive. She also requested repairs to the street in this area. She also suggested signage on Hwy 29 to direct tourists to a scenic route via Lakeshore Boulevard to Main Street in Lakeport and commented on the closed session property negotiations.
   B. New Employee Introduction: Community Development Director Ingram introduced new Permit Technician, Bonnie Sharp.

VI. PUBLIC HEARING:
A. **Parks and Recreation Ordinance Amendments:**
The staff report was presented by City Clerk Buendia.
Mayor Turner opened the public hearing at 6:11 p.m. Suzanne Lyons commented on the ordinance. Mayor Turner closed the public hearing at 6:19 p.m. A motion was made by Council Member Parlet, seconded by Council Member Spurr, and carried by voice vote 4-1 with Council Member Turner opposed to adopt an Ordinance of the City Council of the City of Lakeport Amending Chapter 2.20 of Title 2 of the Lakeport Municipal Code regarding the Park and Recreation Commission.
Staff was directed to bring the ordinance back in one year after trying the new meeting schedule.

VII. **COUNCIL BUSINESS:**

A. **Community Development Director**
1. **Carnegie Library Bid Award:** The staff report was presented by Community Development Director Ingram and City Manager Silveira.
Suzanne Lyons asked questions about the usability of the building after the elevator is installed. Wilda Shock, Chair of LEDAC, spoke in favor of the project. A motion was made by Council Member Parlet, seconded by Council Member Mattina, and unanimously carried by voice vote to award a construction contract to R & C Construction for the Carnegie Library Accessibility Upgrade Project.

VIII. **CITY COUNCIL COMMUNICATIONS:**

A. **Miscellaneous Reports, if any:**
City Manager Silveira had no report.
City Attorney Ruderman had no report.
Public Works Director Grider was not present.
Finance Director Walker was not present.
Administrative Services Director/City Clerk Buendia had no report.
Police Chief Rasmussen had no report.
Community Development Director Ingram reported that the APC will be assisting in resubmitting a grant application for the Sustainable Communities Grant with the APC’s assistance.
Council Member Spurr reported that the Chamber is hosting a bass tournament on March 17, 2018 with a $10k prize. Council Member Mattina is now the Chair of the APC.
Council Member Parlet had no report.
Council Member Mattina reported that Mark Wall, Executive Director of the Lake Transit Authority is retiring. Davies Bates Consulting will be recruiting his replacement.
Council Member Barnes reported that the Fire District held a 9 weekend training course for volunteer firefighters.
Mayor Turner had no report.

IX. **ADJOURNMENT:**
Mayor Turner adjourned the meeting at 7:03 p.m.

_______________________________________
Mireya G. Turner, Mayor

Attest:

_________________________________________________
Kelly Buendia, City Clerk
MINUTES
SPECIAL MEETING
OF THE LAKEPORT CITY COUNCIL
Wednesday, February 28, 2018
5:15 p.m.
City Council Chambers, 225 Park Street, Lakeport, California 95453

I. CLOSED SESSION: Mayor Turner called the meeting to order at 5:17 p.m., with Council Members Barnes, Mattina, Parlet and Spurr present.

Mayor Turner adjourned the meeting to closed session at 5:17 p.m. to consider the following:

CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6): Name of City Negotiator to Attend Closed Session: Margaret Long and Administrative Services Director Kelly Buendia; Employee Organizations:

1. Lakeport Employee Association
2. Unrepresented Confidential Employee Group.

II. REPORT FROM CLOSED SESSION:

There was no reportable action from Closed Session.

III. ADJOURNMENT: Mayor Turner adjourned the meeting at 5:47 p.m.

____________________________________
Mireya G. Turner, Mayor

Attest:

________________________________
Kelly Buendia, City Clerk
3/1/2018

I hereby certify that the attached list of warrants has been audited, extensions are proper, purchase orders have been issued, and department heads have been given the opportunity to review and sign claim forms.

______________________________
Nicholas Walker
Finance Director
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Report Total: 95  
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What is being asked of the City Council:
The City Council is being asked to adopt a resolution approving a Memorandum of Understanding (MOU) with the Lakeport Employees’ Association for the period of January 1, 2018 through December 31, 2020.

Background/Discussion:
The City of Lakeport entered into negotiations with the Lakeport Employees’ Association around July of 2017. This unit consists of non-sworn, non-management employees who work in various city departments. This unit last received a cost of living adjustment (COLA) in 2010. The MOU runs through December 31, 2020 and includes a 5% increase on 01/01/2018; a 3% increase on 7/1/18 and a 2% increase 7/1/2019. In addition, there are substantial “take backs” that the unit has agreed to, including, but not limited to, the following:

1. Eliminating providing cash-in-lieu of medical insurance payment for new employees, and reducing it for current employees;
2. Moving to biweekly paydays, upon ratification of other units;
3. Modifying and streamlining the grievance and disciplinary procedure;

Should the City Council approve this item, the Administrative Services Director will bring back an updated Master Salary Schedule for approval at the next regular meeting.

Options:
1. Adopt the proposed Memorandum of Understanding with the Lakeport Employees’ Association.
2. Direct staff to make modifications or revisions to the proposed MOU.
3. Take no action or take action to approve the proposed MOU.

Fiscal Impact for Cost of Living Adjustment:

☐ None ☒ $30,275 additional for first year. Budgeted Item? ☒ Yes ☐ No
☒ $36,331 additional in second year. ☒ $24,219 additional in third year.

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: $

Affected fund(s): ☒ General Fund (39%) ☒ Water OM Fund (31%) ☒ Sewer OM Fund (29%) ☒ RDA Dis. (1%)

Suggested Motion:
Move to adopt a resolution approving a Memorandum of Understanding with the Lakeport Employees’ Association for the period of January 1, 2018 through December 31, 2020.

Attachments:
1. Resolution
2. Memorandum of Understanding
RESOLUTION NO. (2018)


WHEREAS, the City of Lakeport has bargained with the Lakeport Employees’ Association on matters of employment including wages, hours and the terms and conditions of employment for those employees; and

WHEREAS, the terms and conditions contained herein have been negotiated by the City of Lakeport and the Lakeport Employees’ Association and such terms and conditions have been agreed upon by both parties; and

WHEREAS, this Memorandum of Understanding includes all terms and conditions of employment with respect to wages, hours, and working conditions applicable to the City of Lakeport Employees’ Association beginning January 1, 2018 through December 31, 2020;

THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeport hereby approves the attached Memorandum of Understanding for the City of Lakeport Employees’ Association for the period January 1, 2018 through December 31, 2020, and authorizes the City Manager to execute this Memorandum of Understanding on behalf of the City.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 6th day of March, 2018, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

________________________
MIREYA G. TURNER, Mayor

ATTEST:

________________________
KELLY BUENDIA, City Clerk
MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKEPORT EMPLOYEES’ ASSOCIATION
AND
CITY OF LAKEPORT

January 1, 2018 to December 31, 2020
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MEMORANDUM OF UNDERSTANDING BETWEEN
LAKEPORT EMPLOYEES’ ASSOCIATION
AND
CITY OF LAKEPORT

January 1, 2018 to December 31, 2020

This Memorandum of Understanding is made and entered into in the City of Lakeport, County of Lake, State of California, between the City of Lakeport (hereafter CITY) and representatives of the Lakeport Employees’ Association (hereafter LEA) pursuant to Government Code Section 3500, et seq. In accordance with Employer-Employee Relations Policy of the City of Lakeport, located in the City of Lakeport Personnel Rules, the City Manager, and or designee(s), is the Employee Relations Officer for the City of Lakeport.

The parties acknowledge that they have met and conferred in good faith, have freely exchanged information, opinions, proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding (MOU) is the product of the above-described meeting and conferring process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the Lakeport Employees’ Association agree to present this Memorandum of Understanding to their membership for acceptance and approval.

ARTICLE 1. DEFINITIONS

1.1 Employer – the term “City” referred to herein shall be the City of Lakeport.

1.2 Association – the term “Association” referred to herein shall be the Lakeport Employees’ Association.

1.3 Employee – the term “Employee” referred to herein shall be all employees of the City of Lakeport as listed in Article 2 of this MOU.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive bargaining agent for the classes listed below, for all matters within the scope of representation:

Administrative Specialist I
Administrative Specialist II
Associate Planner
Community Service Officer
EMC Supervisor
Engineering Technician I
Engineering Technician II
Equipment Mechanic I & II
Financial Services Specialist I
Financial Services Specialist II
Financial Services Specialist III
Housing Specialist
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Office Specialist
Parks Leadworker
Parks Maintenance Foreman
Parks Maintenance Worker I
Parks Maintenance Worker II
Permit Technician
Police Records Supervisor
Public Works Foreman
Utility Operator I
Utility Operator II
Utility Operator III
Utility Operator/Maintenance Worker II
Utilities Maintenance Supervisor
Wastewater Systems Operator I
Wastewater Systems Operator II
Wastewater Systems Supervisor I and II
Water Systems Operator I
Water Systems Operator II
Water Operations Supervisor I and II

ARTICLE 3. HIRING PROVISIONS

3.1 Non-Discrimination – No employee covered by this agreement shall be discriminated against by the City, or by the Association, by reason of race, color, religion, age, national origin, ancestry, citizenship, sex, gender, sexual identity, physical or mental disability, medical condition, marital status, sexual orientation or any other basis protected by law.

3.2 Employment – The City shall not discharge or otherwise discriminate against any employee by reason of Association activities not interfering with the proper performance of his/her work.
ARTICLE 4. CITY RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services. It is agreed that during the term hereof, the City shall not be required to meet and confer on matters which are solely a function of management including the right to:

a. Determine and modify the organization of City government and its constituent work units.

b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.

c. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.

d. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.

e. Direct employees, including scheduling and assigning work, work hours, and overtime.

f. Establish employee performance standards and to require compliance therewith.

g. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.

h. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.

i. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.

j. Take all necessary actions to protect the public and carry out its mission in emergencies.

k. Determine the content of job classifications and job descriptions.

l. Contract out and transfer work out of the bargaining unit.

Decisions under this Article are generally not subject to the grievance procedure located in the City of Lakeport Personnel Rules. To the extent required by law, items “h” and “l” will be the subject of impact bargaining. Item “k” will be subject to meet and confer to the extent management decisions affect wages, hours and working conditions of the unit. The non-grievability of managerial rights does not impair or abrogate the ability to grieve and appeal all other provisions of the MOU and Personnel Rules unless by express prohibition of that article or provision.

ARTICLE 5. EMPLOYEE RIGHTS

Employees of the City shall have the right to form and participate in the activities of the employee organizations of their own choosing for the purpose of representation of all matters of employer-
employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of his/her exercise of these rights. Remedies granted to individual employees representing themselves will not reduce or eliminate rights, benefits, and compensation for Association members.

ARTICLE 6. WAGES, HOURS AND WORKING CONDITIONS

6.1 Salaries –
A. On January 1, 2018, City shall increase employee’s salary by 5%.
B. Commencing July 1, 2018, City shall increase employee’s salary by 3%.
C. Commencing July 1, 2019, City shall increase employee’s salary by 2%.
D. Salary Schedules are attached to this Memorandum of understanding.

6.2 Sixth Step - After an employee has been at the “E” step of a certain Range for two (2) years, that employee shall be elevated to the “F” step which shall reflect a 5% salary increase.

6.3 Clothing Allowance -
All employees assigned by their department head to wear a uniform shall have such uniform provided by the City. Employees will be distributed in calendar year 2017 (or upon hire) 6 short sleeve t-shirts, 3 long sleeve t-shirts, and 2 sweatshirts to be replaced as needed. A boot allowance of $200 (per fiscal year) beginning fiscal year 2016/2017 will be paid directly by the city to the vendor or paid to the employee as a reimbursement through Accounts Payable. Safety jackets and weather related items such as rain gear and rubber boots will be provided as needed.

6.4 Retirement - The City shall provide retirement benefits under the Public Employees’ Retirement System plan commonly known as 2½% @ 55. City shall also provide highest final year compensation factor (Section 20042) and conversion of unused sick leave to service credit. (MOUs effective 7/1/99 and 7/1/04) IRS provision 414 (h) (2) shall also be implemented to provide for payment of employees share of PERS premium from non-taxed dollars. (MOU effective 7/1/99)

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013.

The City and LEA agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula 2% at 62, which is currently 6.25% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 2.5%@55
Miscellaneous PERS formula, which is 8% employee contribution with a one-year final compensation period.

The PEPRA defines a "new member" as: a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; c) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

6.4.1 Retirement Medical Benefit (Tier 1) To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City - For regular, full-time employees hired before April 5, 1999, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:

6.4.1.1. To be eligible the retiree and dependent(s) must have been enrolled in the City's medical plan for a period of one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility.

6.4.1.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee’s sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

6.4.1.3. To be eligible the retiree and dependent(s) must elect to continue with such to coverage within thirty (30) days of the eligible employee’s retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City’s offered program.

6.4.1.4. At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such
new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents.

6.4.1.5. To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to the health insurance program offered through City’s primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage enrolls through Blue Cross in Medicare Part D. This requirement shall also apply to eligible dependent(s).

6.4.1.6. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, certain “qualifying events” allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree’s dependents become eligible.

6.4.1.7. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineer’s medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

6.4.1.8. City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

6.4.1.9. The benefits provided under this section will continue for such retired employees and their legal dependent(s), if any, while said retired employee is alive. In the event of the retired employee’s death, coverage will continue for the spouse until the spouse dies or remarries. In addition, the benefits provided under this section will continue for said retired or deceased employee’s legal dependent children who qualify as an Internal Revenue Service dependent until such children reach the age of disqualifications as stated in the current health plan contract or the spouse remarries, whichever occurs earliest.

6.4.1.10. Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void
any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.

6.4.1.11. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer’s coverage shall be considered primary.

6.4.1.12. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse’s employer, and his/her employer’s coverage shall be considered primary.

6.4.2  Retirement Medical Benefit (Tier 2) To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City. For regular, full-time employees hired after April 5, 1999, but before July 1, 2005, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay towards the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:

6.4.2.1. To be eligible the retiree and dependent(s) must have been enrolled in the City’s medical plan for one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility.

6.4.2.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

6.4.2.3. To be eligible the retiree and dependent(s) must elect to continue with such coverage within thirty (30) days of the eligible employees retirement
Thereafter retiree and dependent(s) are ineligible to participate in the City’s offered program.

6.4.2.4. At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents.

6.4.2.5. City contribution towards retiree and dependent(s) medical coverage benefit for those retiring with Service Retirement is based on the following formula:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>% of Cost Covered by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>40</td>
</tr>
<tr>
<td>15</td>
<td>60</td>
</tr>
<tr>
<td>18</td>
<td>80</td>
</tr>
<tr>
<td>21</td>
<td>100</td>
</tr>
</tbody>
</table>

6.4.2.6. City contribution towards retiree and dependent(s) medical coverage benefit for those retiring as a result of industrial injury is based on the following formula:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>% of Cost Covered by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 plus</td>
<td>50</td>
</tr>
<tr>
<td>10 plus</td>
<td>100</td>
</tr>
</tbody>
</table>

6.4.2.7. To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to if to the health insurance program offered through City’s primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage enrolls in Medicare Part D. This requirement shall also apply to eligible dependent(s).

6.4.2.8. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, certain “qualifying events” allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the
City will fully comply with the COBRA requirements should a retiree’s dependents become eligible.

6.4.2.9. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

6.4.2.10. City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

6.4.2.11. Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.

6.4.2.12. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer’s coverage shall be considered primary.

6.4.2.13. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse’s employer, and his/her employer’s coverage shall be considered primary.

6.4.3 Retirement Medical Benefit (Tier 3) To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City - For employees hired after July 1, 2005, and retiring from the City of Lakeport under Service or Industrial Injury retirement provisions, City agrees to allow enrollment in City group medical plans at retiree’s sole expense. This option shall cease upon death of retiree, though
dependent(s) shall be provided COBRA or other legally required notice and benefits if they choose to stay in City group medical plan for the period of such COBRA benefit.

6.4.3.1. To be eligible the retiree and dependent(s) must have been enrolled in the City’s medical plan for one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility.

6.4.3.2. Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid to LEA members.

6.4.3.3. To be eligible the retiree and dependent(s) must elect to continue with such coverage within thirty (30) days of the eligible employee’s retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City’s offered program.

6.4.3.4. At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents.

6.4.3.5. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, certain “qualifying events” allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree’s dependents become eligible.

6.4.3.6. If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose the ability to participate in City’s group insurance program at their own expense. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineers medical program and retirees from that unit meeting
above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

6.4.3.7. Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer’s coverage shall be considered primary.

6.4.3.8. Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provide under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse’s employer, and his/her employer’s coverage shall be considered primary.

No Retiree Medical Benefit will be provided to those employees hired after July 1, 2005, other than described above.

6.5 Work Day/Work Week

6.5.1 Work Day: Work days will be nine (9) or eight (8) hours, depending up on the schedule. The Parks Department shall retain the 5-8 schedule during the summer season.

6.5.2 Work Week: The City agrees that the normal workweek for all represented members of the Association shall be 40 hours. The work-week for employees under the 9-80 schedule shall be defined by management. A typical work-week would be from mid-Friday to mid-Friday.

6.6 Overtime

6.6.1 Daily Overtime - Under the 9-80 schedule, overtime will paid for hours in excess of what was scheduled that day at the rate of one and one half times the regular rate. For example when scheduled to work a nine hour day, overtime would be paid after nine hours. The City Council, City Manager, or Department Head must approve all overtime. (Res. No. 1358 (90))

6.6.2 Standby - One designated person will be on standby duty for water, sewer and Public Works calls. At the discretion of the PW Director for known or anticipated events such as anticipated severe weather, an additional employee may be assigned to standby. The standby person(s) will carry a paging device during off hours and is expected to be on the scene within 30 minutes of a call. The person(s) on standby duty will receive extra pay in the amount of $35.00 per weekday, $65 for weekends and $100.00 on holidays,
effective the first full pay period following MOU adoption. If there is a call, the standby person would receive a 2 hours minimum overtime credit. The standby employee would be allowed to take a City vehicle home equipped with a radio. (Res. No. 1647 (90))

6.6.3 Call Out Time - City agrees to pay all Public Works and Utilities employees a minimum of two hours show-up time for emergency call out situations. (MOU effective 7/1/85)

6.6.4 Furlough – No furloughs are required of Association Members during the term of this MOU.

6.7 Compensation for Unused Sick Leave

6.7.1. Upon termination (except termination for cause), retirement, or death of an employee, the City shall pay for unused sick leave as follows:

<table>
<thead>
<tr>
<th>Completed Service</th>
<th>Sick Leave Paid Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 through 10 years continuous service</td>
<td>10.0%</td>
</tr>
<tr>
<td>Start of 11th year through completion of year 15</td>
<td>20.0%</td>
</tr>
<tr>
<td>Start of 16th year through completion of year 20</td>
<td>35.0%</td>
</tr>
<tr>
<td>Start of year 21 and thereafter</td>
<td>50.0%</td>
</tr>
</tbody>
</table>

6.7.2. Buy-out of sick leave hours is at the employee’s normal rate of pay at the time of separation. If employment is terminated due to death, the sick leave buy-out benefit will be paid as designated in writing by the employee or as otherwise provided by law.

6.7.3. The maximum pay-out of 50% of accumulated unused sick leave at the time of separation of service as defined above remains at a cash value not to exceed 800 hours. (MOU 99-00)

6.8 Holidays

Every permanent and every probationary employee shall not be required to be on duty on holidays, unless the employee’s services are needed and required in the interest of the public health, safety or general welfare, in which latter event, any such employee shall be compensated at the normal overtime rate of pay. If a holiday falls on an employee’s regularly scheduled time off, said employee shall be compensated at regular rate of pay or compensatory time off, at the employee’s discretion. (Res. 1178, MOU 86, 92-95)

6.9 Bereavement Leave

6.9.1 An employee shall receive bereavement leave of three (3) days for an in-state incident, or five (5) days for an out-of-state incident, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, stepchild, adopted child, son-in-law, daughter-in-law, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.
6.9.2 Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident.

6.9.3 Said bereavement leave is separate and shall not be credited against other forms of leave. The employee shall use bereavement leave before he/she makes use of accrued sick time.

6.10 Bi-lingual Proficiency

An employee who uses bilingual skills during the regular course of their duties, and on a regular basis, and who passes the required proficiency test(s), is eligible to receive a 2.5 percent bilingual pay premium. The employee’s department head must certify that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English in order for an employee to qualify for the bilingual pay premium.

6.11 Insurances

City agrees to pay the cost of employee health, dental, vision, life, and disability insurance premiums as follows:

6.11.1 Health Insurance - For the REMIF administered medical insurance plan, the City will contribute seventy-six percent (76%) of the monthly premiums and association members twenty-four percent (24%) of the monthly premiums.

It is agreed that the City paid portion of the premiums will be calculated as a percentage of the premium for the selected plan rounded up or down to the closest dollar. The 76%-24% premium sharing shall begin in the first month where the City is billed for the new REMIF-sponsored plan health premiums. The 24% of premium cost shall be made by way of payroll deduction from each semi-monthly check as has been the standard past practice.

City agrees to inform LEA of plan changes/discontinuances upon the city’s receipt of the same from REMIF. City agrees to meet and consult (not negotiations/meet and confer) regarding any plan changes/discontinuances made during the term of this MOU.

Health Insurance Opt Out Program

Employees hired after January 1, 2018 are not eligible for Opt Out benefits.

On January 1, 2020, employees hired prior to July 1, 2014, will start receiving the following Opt-Out benefits: $250 monthly for those eligible for single enrollment; $400 monthly for those eligible for double enrollment; and $500 monthly for those eligible for family enrollment. On the payroll period following ratification, these employees will receive 2/3 the difference between what they are receiving on January 1, 2018 and what they will receive on January 1, 2020. On January 1, 2019, these employees will receive 1/3 the difference between what they are receiving on January 1, 2018 and what they will receive on January 1, 2020.
Those employees (couple and family) participating in the Opt Out program prior to January 1, 2018, upon proof of coverage under an alternate medical insurance program an employee choosing to drop medical insurance coverage under the REMIF-sponsored plan will be paid monthly $250 for those eligible for single enrollment; $400 for those eligible for double enrollment; and $500 for those eligible for family enrollment. Single category employees who applied for the Opt Out Program as of 7/1/2014 will be paid an amount equal to 75% of the city’s cost of the single rate effective upon adoption of the MOU.

For employees hired prior to July 1, 2014 and who are participating in the Opt Out program, those employees will receive a one-time step increase on January 1, 2018. The step increase will not alter the employee’s anniversary date.

Under REMIF rules as of 7/1/2016, married couples may not cover each other under each other’s plan when they both work for the same agency. The city will be enforcing the following: (1) married couples may each enroll in individual coverage or (2) one spouse may enroll in the plan and list the other as a dependent. Regardless of which option, the City will not offer an opt-out stipend, since alternate insurance is not available. This rule only applies to married couples within the REMIF plan.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Stipend for Opting Out of City Medical Insurance.

6.11.2 Dental Insurance - For the REMIF administered Delta Dental Plan, the City will contribute the entire premium for the duration of this MOU.

The City shall supplement the existing Delta Dental orthodontic maximum lifetime benefit of $1,000 per enrollee to the sum of $2,000 per enrollee.

6.11.3 Vision Insurance - For the VSP vision insurance plan, the City will contribute the entire premium for the duration of this MOU.

6.11.4 Life Insurance - For the REMIF administered Life & AD&D Insurance Plan currently with Jefferson Pilot Financial, and the Long Term Disability Insurance Plan currently with Jefferson Pilot Financial, the City will contribute the entire premium for the duration of this MOU.

The Life and AD&D plan currently provides benefits based on one times Basic Annual Earnings, rounded to the next higher $1,000, subject to a maximum of $100,000.

The Long-Term Disability Insurance plan currently provides benefits up to maximum of $6,000 monthly based on two-thirds of salary with an elimination period of 90 calendar days of disability within a 180 calendar day period.
6.11.5 Employee Assistance Program (EAP) - For the REMIF administered Employee Assistance Program; the City will contribute the entire premium for the duration of this MOU.

6.12 Certificate Pay - The following incentive program and salary ranges for qualified Water and Sewer Treatment Plant Operators is created: (Resolution No. 1647 (90))

<table>
<thead>
<tr>
<th>Position</th>
<th>Certification Required</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water System Operator I</td>
<td>None at time of hire or transfer</td>
<td>32</td>
</tr>
<tr>
<td>Water System Operator II</td>
<td>Grade II Water</td>
<td>37</td>
</tr>
<tr>
<td>Water Operations Supervisor I, II</td>
<td>Various</td>
<td>43, 45</td>
</tr>
<tr>
<td>Wastewater System Operator I</td>
<td>None at time of hire or transfer</td>
<td>32</td>
</tr>
<tr>
<td>Wastewater System Operator II</td>
<td>Grade II Sewer</td>
<td>37</td>
</tr>
<tr>
<td>Wastewater Systems Supervisor I, II</td>
<td>Various</td>
<td>43, 45</td>
</tr>
<tr>
<td>Utility Operator/MW II</td>
<td>Grade II Water and Grade II Sewer</td>
<td>38</td>
</tr>
<tr>
<td>Utility Operator I, II, III</td>
<td>Various</td>
<td>33, 38, 41</td>
</tr>
</tbody>
</table>

6.12.1 Certification Incentive Program

Employees who obtain any of the following certifications between August 16, 2016 and August 15, 2018 are eligible for a one-time taxable payment of $500. Should an employee obtain more than 1 of the certifications they can receive an additional $500 for each additional certification. Certifications are as follows: Water- T1, T2, T3. Wastewater- G1, G2. Distribution- D1, D2. Employee participation in the required Courses to obtain certification(s) shall be in accordance with City practice as follows:

i. Prior approval from employee’s Department Head.

ii. Payment by City for course costs in advance of course where possible. Should employee not obtain the certification and desire to retake the courses required for such certification the employee shall be responsible for course costs for such further attempts at the certification. Should such employee subsequently receive a certification, they will then be reimbursed for course costs for that certification.

iii. Courses on City work time, if possible.

iv. At the Department Head’s option, City to provide a vehicle for travel to and from course location, provide a rental vehicle or reimbursement to employee at the then in effect mileage reimbursement rate.

v. Meals and lodging at the then in effect City reimbursement rates.

6.13 Merit Increase

Employees hired after November 14, 2014 are not eligible for a merit increase from step A to step B until the twelve-month anniversary i.e. end of probation.
6.14 Payday

The first pay period following ratification of similar language with the other City bargaining units, Employees shall be paid bi-weekly on every other Friday. Payment will reflect the number of hours worked at the employee’s hourly rate. It is the employee’s responsibility to submit their timesheet at the end of each pay period and failure to do so may result in a delay in processing the employee’s pay check.

6.15 Integration/Coordination of Leaves with State Disability Insurance – For leaves qualifying for State Disability Insurance or Paid Family Leave, the City will allow a coordination of leave benefits with SDI for members of the Lakeport Employees’ Association. Coordination of benefits only applies to paid leave that is available in an employee’s sick, vacation, or CTO bank and is subject to rules of SDI.

6.16 Agency Shop

The City of Lakeport agrees to implement agency shop with certification of support from the Lakeport Employees’ Association by the approval of at least a simple majority of the employees who cast ballots in a secret ballot election conducted in accordance with Government Code Section 3502.5 in favor of an agency shop. A secret ballot election was conducted on April 30, 2014 in accordance with Government Code Section 3502.5 in favor of an agency shop.

6.16.1 Notice of Recognized Association - The City shall give a written notice to persons newly employed in representation unit classifications advising of the name and address of the recognized employee organization, the fact that the Association is the exclusive bargaining representative for the employee's unit and classification, a copy of the current Memorandum of Understanding, and a copy of the Association's member application. The Association shall receive from the City the names and addresses of all new employees hired with such units. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the Association for which this Section is applicable provided the employee pays Association dues, a service fee, or a charitable contribution if they qualify under a religious exemption.

6.16.2 Agency Shop - Except as provided otherwise in this Section, employees in the representational unit shall as a condition of continued employment, become and remain members of the Association or shall pay to the Association a service fee in lieu thereof. Such service fee shall be 100 percent (100%) of the Association dues and initiation fees (hereinafter collectively termed, "service fee") of the Association representing the employee's classification and representation unit.

6.16.3 Implementation - Any employee hired by the City in a classification subject to this Memorandum of Understanding shall be provided notice (see 1 above) advising that the City has entered into an agency shop agreement with the Association based on a secret ballot election on April 30, 2014 wherein the bargaining unit employees voted in agency shop. All employees already employed by the City in a classification subject to this
Memorandum of Understanding shall be advised via written notice that they must (1) join the Association, (2) remit the service fee or (3) request religious exemption as specified in 4 below. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or service fees. Employees shall have ten (10) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City. If the form is not completed properly and returned within ten (10) working days, the City shall terminate the employee for failure to abide by this Section. The City shall terminate any employee who fails to remit their Association dues, service fee, or charitable contribution. The effective date of Association dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment.

6.16.4 Religious Exemption - Any employee of the City subject to this Memorandum of Understanding who is a member of a bona fide religious, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall submit a request of exemption directly to the Association and complete the Association's process for religious exemption verification. Those employees granted religious exemption must remit to the Association a charitable contribution equal to the service fee in lieu of Association membership or service fee payment. The employee must remit the charitable contribution to any of the following entities: American Cancer Society, Make a Wish Foundation or American Red Cross.

6.16.5 Financial Reports - The Association shall submit a copy of the annual Hudson Letter and report to the Administrative Services Director who shall make copies of such reports available to employees subject to the agency shop requirements of the Section.

6.16.6 Hold Harmless - The Association shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the agency shop provisions herein. In no event shall the City be required to pay from its own funds, Association dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reason.

6.17 Evaluations - City will conduct study for a year, and report to LEA how many evaluations were more than 60-days late. If more than 25% of the evaluations of LEA employees are 60-days late, the MOU will be reopened to discuss the evaluations.

6.18 Final Stage of Grievance Procedure – An appeal of a grievance not resolved at Step 3 may be submitted as Step 4 to City Manager in writing no later than 14 days after the date of the Department Head’s written reply. The grievant shall present to the City Manager copies of the Step 2 and 3 responses. Within 14 calendar days thereafter, the City Manager will schedule a meeting with the grievant to discuss the matters. After consideration of the facts and an investigation, if necessary, the City Manager shall issue his or her written decision to the grievant.
If the grievant is dissatisfied with the decision of the City Manager, he/she may, within 5 calendar days of the written decision, request that the matter be brought to a neutral mediator for non-binding mediation. The mediator shall be properly trained and parties shall split the cost of the mediation equally.

6.19 Final Stage of Disciplinary Procedure - The appeal to the City Manager is the final level of review for any disciplinary matter, and shall constitute the Evidentiary Appeal. If the employee is dissatisfied with the decision of the City Manager, they may as the next and final procedure and within 5 calendar days of the written decision, request that the matter be brought to a neutral mediator for non-binding mediation. The mediator shall be properly trained and parties shall split the cost of the mediation equally.

6.20 Absenteeism - An employee may be disciplined, up to and including termination, for excessive absenteeism or tardiness (excused or not) which affects the employee’s ability to perform assigned duties, interferes with the efficient or effective operation of City programs, or establishes a pattern of abuse or neglect. Excessive absenteeism or tardiness is determined by the City Manager and each employee shall be evaluated on a case-by-case basis, subject to applicable law.

ARTICLE 7. ASSOCIATION BUSINESS

7.1 Association Business - City shall allow 1 day (8 hours) of non-accruing leave to a designated member of the Lakeport Employees’ Association for the conduct of association business or attendance at an educational function, with 1 week advance notice by the member and approval by the appropriate department head. (MOU effective 12/1/87)

7.2 CPI shall mean the Department of Labor, Bay Area Census, All Urban Consumers, April to April. (discussed in several MOUs and in meet and confer 2005)

ARTICLE 8. PRIOR MOUS, RESOLUTIONS, ORDINANCES AND PRACTICES

All care and diligence was used in the preparation of this comprehensive MOU. With all parties having an opportunity for input and research, it is mutually agreed that this comprehensive MOU will supersede all previous MOUs. It is agreed that all Resolutions and Ordinances in conflict with provisions of this MOU may be repealed by the City Council without further need for meet and confer. If the Association has reason to believe a past practice currently exists that is different or inconsistent with the terms of this MOU they agree to present these practices to management during the fiscal 2014-2015 meet and confer session.

ARTICLE 9. CONTENT, TERMS AND RECOMMENDATIONS

9.1 Severability – If any article or section of this Memorandum of Understanding should be invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or
section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

9.2 Term – The term of this Memorandum of Understanding shall be from January 1, 2018 to December 31, 2020.

Dated: March ______, 2018

CITY OF LAKEPORT

______________________________
Margaret Silveira, City Manager

LAKEPORT EMPLOYEES ASSOCIATION

______________________________
Linda Sobieraj, LEA Representative

Approved as to Form:

______________________________
Margaret Long, City Negotiator

______________________________
Michael Allen, LEA Negotiator
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WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to adopt a resolution approving City of Lakeport Unrepresented Confidential Employees’ compensation and benefits.

BACKGROUND/DISCUSSION:

In past years, the City of Lakeport met with the Management, Mid-Management and Confidential employees together to discuss compensation and benefits. Shortly after entering into discussions in July of 2017, it became evident that the requests of the Confidential employees were not aligned with those of Management. Confidential employees are defined as those who are involved in employer-employee relations including negotiations or investigating and responding to grievances. This can include having access to files or information that could undermine or create a conflict of interest within the employer-labor relationship.

In Lakeport, this means that the Confidential employees are not part of the Lakeport Employees Association (LEA). However, the positions are similar in all other regards with exception of the confidentiality aspect. For this reason, the attached resolution affords the confidential group the same benefits as the LEA with the following exceptions:

1. The LEA will receive a 5% COLA retroactive to January 1, 2018. The Confidential unit will receive a 5% COLA retroactive to September 1, 2017.

2. The Confidential unit will receive 2.5% Confidential Incentive pay, for the loss of the ability to bargain within a larger group and/or have representation.

Should the City Council approve this item, the Administrative Services Director will bring back an updated Master Salary Schedule for approval at the next regular meeting.

OPTIONS:

1. Adopt the proposed resolution approving City of Lakeport Unrepresented Confidential Employees’ compensation and benefits.
2. Direct staff to make modifications or revisions to the proposed resolution.
3. Take no action or take action to approve the proposed resolution.

**FISCAL IMPACT OF COST OF LIVING ADJUSTMENT:**

- [ ] None
- [x] $3,305 additional for first year. Budgeted Item? [x] Yes [ ] No
- [x] $2,644 additional in second year. [x] $1,764 additional in third year.

Budget Adjustment Needed? [ ] Yes [x] No
If yes, amount of appropriation increase: $

Affected fund(s): [x] General Fund (50%) [x] Water OM Fund (20%) [x] Sewer OM Fund (20%) [x] RDA Dis. (10%)

**SUGGESTED MOTION:**

Move to adopt a resolution approving the Compensation and Benefits Program for the City of Lakeport Unrepresented Confidential Employees for the period of March 1, 2018 through December 31, 2020.

- [x] Attachments: 1. Resolution
RESOLUTION NO. (2018)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT
APPROVING THE COMPENSATION AND BENEFITS PROGRAM FOR THE
CITY OF LAKEPORT CONFIDENTIAL EMPLOYEES
FOR THE PERIOD MARCH 1, 2018 THROUGH DECEMBER 31, 2020

WHEREAS, the City of Lakeport has conferred with the City of Lakeport Confidential Employees on matters of employment including wages, hours and working conditions for those employees; and

WHEREAS, Confidential Employees are defined as those who are involved in employer-employee relations including negotiations or investigating and responding to grievances. This can include having access to files or information that could undermine or create a conflict of interest within the employer-labor relationship; and

WHEREAS, it is agreed that the Confidential Employees positions are similar to those in the Lakeport Employees Association (LEA) in all regards except confidentiality. As a result, it is agreed that the Confidential Employees should receive similar terms and conditions negotiated by the LEA; and

WHEREAS, the Confidential Employees were prepared to accept these terms and conditions in 2017, but were forced to wait until the LEA concluded its last round of negotiations; and

WHEREAS, by being a Confidential Employee, these employees lose their ability to bargain within a larger group and/or have representation; and

WHEREAS, this Compensation and Benefits Program includes all terms and conditions of employment with respect to wages, hours, and working conditions applicable to the City of Lakeport Confidential Employees for March 1, 2018 through December 31, 2020.

THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeport hereby adopts the wages, hours and working conditions provisions of the LEA’s Memorandum of Understanding for the Confidential Employees for the period March 1, 2018 through December 31, 2020, with the following amendments:

1. The Confidential unit will receive the 5% COLA retroactive to September 1, 2017.
2. The Confidential unit will receive 2.5% Confidential Incentive pay, for the loss of the ability to bargain within a larger group and/or have representation.
3. The Confidential Unit is not part of the LEA unit and shall not have any association rights as articulated in the LEA’s Memorandum of Understanding.
The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 6th day of March, 2018 by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

_______________________________
MIREYA G. TURNER, Mayor

ATTEST:

_______________________________
KELLY BUENDIA, City Clerk
STAFF REPORT

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<th>Resolution Approving City of Lakeport Unrepresented Management Employees Compensation and Benefits Program</th>
<th>MEETING DATE:</th>
<th>03/06/2018</th>
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<td>SUBMITTED BY:</td>
<td>Margaret Silveira, City Manager</td>
<td>PURPOSE OF REPORT:</td>
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WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to adopt a resolution approving the Compensation and Benefits Program for the City of Lakeport Unrepresented Employees for the period of March 1, 2018 through June 30, 2020.

BACKGROUND/DISCUSSION:

The City of Lakeport entered into negotiations with the Lakeport Unrepresented Management Employees in July of 2017. This unit consists of at-will management and mid-management employees. Prior to negotiations it was determined that employees in this unit were approximately 15% below the market rate of comparable positions with agencies in the area and the City was having difficulty recruiting qualified candidates for management positions. In addition, the unrepresented employees have been very willing to assist the City during its financial difficulties, and have not received a cost of living adjustment COLA since 2009.

The MOU runs through June 30, 2020 and does include a 4% increase per year. In addition, there are substantial “take backs” that the unit has agreed to, including, but not limited to, the following:

1. Eliminating providing cash-in-lieu of medical insurance payment for new employees, and reducing it for current employees;
2. Moving to biweekly paydays, upon ratification of other units;
3. Modifying and streamlining the grievance and disciplinary procedure;
4. Removal of confidential employees (2 employees) from the unit;

Should the City Council approve this item, the Administrative Services Director will bring back an updated Master Salary Schedule for approval at the next regular meeting.

OPTIONS:

1. Adopt the proposed City of Lakeport Unrepresented Management Employees Compensation and Benefits Program.
2. Direct staff to make modifications or revisions to the proposed program.
3. Take no action or take action to approve the proposed program.

**FISCAL IMPACT:**

- [ ] None  
- [x] $32,319 additional for first year.  
- Budgeted Item?  
  - [x] Yes  
  - [ ] No  
- [x] $43,092 additional per year, thereafter.  
- Budget Adjustment Needed?  
  - [ ] Yes  
  - [x] No  
  - If yes, amount of appropriation increase: $
- Affected fund(s):  
  - [x] General Fund (56%)  
  - [x] Water OM Fund (21%)  
  - [x] Sewer OM Fund (21%)  
  - [ ] RDA Dis. (2%)

**SUGGESTED MOTION:**

Move to adopt a resolution approving the Compensation and Benefits Program for the City of Lakeport Unrepresented Management Employees for the period of March 1, 2018 through June 30, 2020.

**Attachments:**

1. Resolution
2. Compensation and Benefits Program
RESOLUTION NO. (2018)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT APPROVING THE COMPENSATION AND BENEFITS PROGRAM FOR THE CITY OF LAKEPORT UNREPRESENTED EMPLOYEES FOR THE PERIOD MARCH 1, 2018 THROUGH JUNE 30, 2020

WHEREAS, the City of Lakeport has conferred with the City of Lakeport Unrepresented Employees on matters of employment including wages, hours and working conditions for those employees; and

WHEREAS, after discussion between the City of Lakeport and the City of Lakeport Unrepresented Employees, the terms and conditions contained herein have been agreed upon by both parties; and

WHEREAS, this Compensation and Benefits Program includes all terms and conditions of employment with respect to wages, hours, and working conditions applicable to the City of Lakeport Unrepresented Employees for March 1, 2018 through June 30, 2020;

THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeport hereby approves the attached Compensation and Benefits Program for the City of Lakeport Unrepresented Employees for the period March 1, 2018 through June 30, 2020.

The foregoing Resolution was passed and adopted at a regular meeting of the City Council on the 6th day of March, 2018 by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

____________________________________________________
MIREYA G. TURNER, Mayor

ATTEST:

____________________________
KELLY BUENDIA, City Clerk
CITY OF LAKEPORT
UNREPRESENTED EMPLOYEES

COMPENSATION AND
BENEFITS PROGRAM

March 1, 2018 to June 30, 2020

Adopted
CITY OF LAKEPORT
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM

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SECTION 1: INTRODUCTION

1.1 Employee Definitions:

At-Will Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be Department Heads.

Mid-Management Employee – an employee who reports to the Department Head and who has assists in administering policies and programs while engaging in day to day operations and supervision.

1.2 Purpose of the Unrepresented Employee Compensation and Benefits Program

For At-Will Management and Mid-Management employees, this Program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good Department Heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

1.3 Employees Covered

Employees covered under this program shall include the following:

A. At-Will Management
   • Administrative Services Director/City Clerk
   • City Engineer/Public Works Director
   • Community Development Director
   • Finance Director/Manager
   • Police Chief

B. Mid-Management
• Utilities Superintendent I/II
• Police Lieutenant
• Planning Services Manager
• Chief Building Official
• Public Works Superintendent
• Compliance Officer I/II
• Government Accountant

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management or Mid-Management, based upon the nature of the work.

1.4 Exempt Status of Employees Covered
Based upon the nature of the work, it is expressly understood that the At-Will Management and Mid-Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act.

1.5 Term
This document shall be in effect during the period of March 1, 2018 through June 30, 2020

SECTION 2: EMPLOYMENT CONTRACTS
The At-Will Management employees may, at the discretion of the City Manager, enter into an employment contract, confirming the “At Will” status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-Will Management employees will be approved by the City Manager. Where there are conflicting terms and conditions between this resolution and an employment contract, the greater benefit shall apply.

SECTION 3: EMPLOYEE COMPENSATION, WORK DAY & WORK WEEK

3.1 Salary Schedule
A. Upon ratification, City shall increase employee’s salary by 4% retroactive to 9/1/2017
B. Commencing July 1, 2018, City shall increase employee’s salary by 4%.
C. Commencing July 1, 2019, City shall increase employee’s salary by 4%.
D. Salary Schedules are attached to this Memorandum of Understanding.
3.2 Merit Adjustments

Typically, where there exists an adopted salary schedule, merit adjustments may be made by the City Manager upon recommendation of the direct supervisor and department head policy based on the employee’s performance. Performance reviews with the potential for merit increases will occur no less frequently than annually on an employee’s anniversary date. Additional merit increases may be approved by the City Manager for documented exceptional performance.

Merit increases from step A to step B shall occur at the twelve month anniversary, conditioned upon satisfactory performance review.

3.3 Recruitment/Retention Adjustments

On occasion, situations may occur when adjustments may be necessary to At-Will Management or Mid-Management salary ranges for documented recruitment or retention problems. The City Manager is authorized to adjust the salary range of a management position up to 10% without Council approval if one of the following conditions is met:

Recruitment Problem – If the City makes an extensive effort to recruit qualified candidates including outreach, advertising, and procuring the services of an executive recruiter and that recruitment is not successful based upon the City’s compensation package, then the City Manager can authorize an adjustment to the salary to attract qualified candidates.

Retention Problem – In rare cases, it may be necessary for the City to increase a manager’s pay for retention purposes. This would require that the manager have a bona fide offer, in writing, from another organization with a significant increase in pay or other similar justification.

3.4 Acting Pay Assignments:

A. When an Unrepresented Employee is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification, under the following conditions:

1. The Unrepresented Employee is assigned to a program, service or activity established by the City Council which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and such authorized position has become vacant due to the temporary or permanent absence of the position’s incumbent. A copy of the department head's written approval of this assignment must be submitted to the Administrative Services Director at the start of the assignment.
2. The nature of the departmental assignment is such that the Unrepresented Employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

B. Notwithstanding Paragraph A. 1. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that Unrepresented Employee's classification, and when determined and justified by the City Manager, in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall not be less than 5% of the employee's base salary.

C. Unrepresented Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.

E. Higher pay assignments shall not exceed six (6) months except through reauthorization.

F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.

G. Allowable work location differentials will be paid on the basis of the rate of pay for the higher class.

3.5 Work Day / Work Week:

City agrees to the continuation of the “9-80” work schedule. Work days will be nine (9) hours or eight (8) hours, depending upon the schedule. The “9-80” schedule is to be applied to Management and Mid-Management. For purposes of overtime calculations, the work week is 40 hours beginning at noon on Friday and running until noon the next Friday. Friday is referred to as the “flex” day. For example:

- Week 1: M 9 T 9 W 9 Th 9 F 8
- Week 2: M 9 T 9 W 9 Th 9 F off

At the request of the City, the parties agree to meet and confer regarding a change in the workday/workweek and associated overtime.

A. Payday

The first pay period following ratification of similar language with the other City bargaining units, Employees shall be paid bi-weekly on every other Friday. Payment will reflect the number of hours worked at the employee’s hourly rate. It is the employee’s responsibility to submit their timesheet at the end of each pay period and failure to do so may result in a delay in processing the employee’s pay check.
3.6 Overtime:
Overtime is applied to employees considered non-exempt under the Fair Labor Standards Act. Under the “9-80” schedule, overtime will be paid for hours in excess of what was scheduled that day at a rate of one and one-half times the regular rate of pay. For example when scheduled to work a nine hour day, overtime would be paid after nine hours. The City Council, City Manager or Department Head must approve all overtime.

3.7 Absenteeism:
An employee may be disciplined, up to and including termination, for excessive absenteeism or tardiness (excused or not) which affects the employee’s ability to perform assigned duties, interferes with the efficient or effective operation of City programs, or establishes a pattern of abuse or neglect. Excessive absenteeism or tardiness is determined by the City Manager and each employee shall be evaluated on a case-by-case basis, subject to applicable law.

SECTION 4: RETIREMENT BENEFITS

4.1 Retirement
The City shall provide retirement benefits under the Public Employees’ Retirement System plan commonly known as 2.5% @ 55. City shall also provide highest final year compensation factor (Section 20042) and conversion of unused sick leave to service credit. IRS provision 414 (h) (2) shall also be implemented to provide for payment of employees share of PERS premium from non-taxed dollars.

The Police Chief and Lieutenant shall be enrolled in the PERS plan offered to City of Lakeport public safety officers.

The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013.

The City and Unrepresented Employees agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula 2% at 62, which is currently 6.25% of reportable compensation, with a three-year final compensation period. "Classic members" (employees hired prior to January 1, 2013) will retain the 2.5%@55 Miscellaneous PERS formula, which is 8% employee contribution with a one-year final compensation period.

Effective January 1, 2013 all employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new Safety PERS pension formula 2.7%@57, which is currently 11.5% of reportable compensation, with a three-year final compensation period. "Classic
members" (employees hired prior to January 1, 2013) will retain the 3%@55 Safety PERS formula, which is a 9% employee contribution, with a one-year final compensation period.

The PEPRA defines a "new member" as: a) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; b) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; c) A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

4.2 Retirement Medical Benefit

To be eligible to continue in the City group medical plans, employees must have ten (10) or more years of continuous service with the City.

4.2.1 For regular, full-time employees hired before April 5, 1999, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay the appropriate premium(s) for retiree and eligible dependent(s) medical insurance under the following conditions:

To be eligible the retiree and dependent(s) must have been enrolled in the City’s medical plan for a period of one year and/or in accordance with REMIF policy prior to the effective date of retirement and provide annual proof of dependent eligibility.

Retirement as used in this document shall mean separation from city service due to, voluntary retirement, retirement due to the employee’s sustaining an industrial injury or retirement through a reduction in force (layoff) where the employee otherwise meets all requirements for receipt of retiree health benefits under these rules. This addition is not changing the rule that an involuntary termination from city service as a result of discipline precludes the entitlement to any retiree benefits under this section but to further define involuntary separations from service where retiree health benefits may be paid.

To be eligible the retiree and dependent(s) must elect to continue with such to coverage within thirty (30) days of the eligible employee’s retirement date. Thereafter retiree and dependent(s) are ineligible to participate in the City’s offered program.

At the inception of retiree coverage the eligible dependents are only those who prior to the subscriber/employee retirement from city service were covered under the city sponsored health plan. This means that should the retiree remarry, adopt or otherwise acquire new dependents, City shall have no obligation to pay any portion of the health care premiums for such new dependents. The retiree (if they are otherwise eligible to participate in the health plan) may enroll at his or her own cost these new dependents.
To continue eligibility retiree and dependent(s) shall enroll in Medicare and/or MediCal or any other welfare benefit program for which eligible as soon as eligible. The City does not pay for Medicare A or B but will continue contribution to the health insurance program offered through City’s primary health insurance plan provided the employee enrolls in relevant public health benefit program described above and for prescription drug coverage enrolls through Blue Cross in Medicare Part D. This requirement shall also apply to eligible dependent(s).

Under the Consolidate Omnibus Budget Reconciliation Act (COBRA) of 1985, certain “qualifying events” allow qualified retiree eligible dependents to continue enrollment in a group health benefit, for a specific limited time. This is separate from the retiree health care program. Nevertheless, the City will fully comply with the COBRA requirements should a retiree’s dependents become eligible.

If the City changes the primary health insurance plan after effective retirement date of eligible retiree, retiree and dependent(s) must change to new plan or lose retiree coverage benefit. (Note: employees represented by Lakeport Safety Officers Association unit have been provided permission to enroll in Operating Engineer’s medical program and retirees from that unit meeting above criteria would be allowed to remain in that program as long as continuing unit represented employees stay in that program. All other current City employees and eligible retirees are enrolled in REMIF administered Blue Cross program.)

City contribution toward retiree and dependent(s) premiums shall not exceed the maximum premium that the City contributes for the City sponsored plan for active employees.

The benefits provided under this section will continue for such retired employees and their legal dependent(s), if any, while said retired employee is alive. In the event of the retired employee’s death, coverage will continue for the spouse until the spouse dies or remarries. In addition, the benefits provided under this section will continue for said retired or deceased employee’s legal dependent children who qualify as an Internal Revenue Service dependent until such children reach the age of disqualifications as stated in the current health plan contract or the spouse remarries, whichever occurs earliest.

Continuous service is defined as consecutive years of regular, full-time employment with the City. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service for the purpose of this section.

Any retired employee who, after retirement from City, becomes employed elsewhere and is covered by medical insurance by his/her new employer, said coverage provided by City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer’s coverage shall be considered primary.
Any spouse of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse’s employer, and his/her employer’s coverage shall be considered primary.

For the term of this program, active employees, early retirees and retirees will receive the following city contribution for a city-selected health plan:

Seventy-six percent (76%) of the monthly premiums will be paid by the city, rounded up or down to the closest dollar.

The city contribution for early retirees and retirees shall not exceed the contribution for an active employee.

4.2.2 For regular, full-time employees hired after April 5, 1999, but before July 1, 2005, retiring from the City of Lakeport with Service or Industrial Injury Retirement, City agrees to offer and provide/pay towards the appropriate premium(s) for retiree and eligible dependent(s) medical insurance as stated in 4.2.1 with the following exception:

At the inception of retiree coverage the eligible dependents are only those who prior to City contribution towards retiree and dependent(s) medical coverage benefit for those retiring with Service Retirement is based on the following formula:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>% of Cost Covered by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>40</td>
</tr>
<tr>
<td>15</td>
<td>60</td>
</tr>
<tr>
<td>18</td>
<td>80</td>
</tr>
<tr>
<td>21</td>
<td>100</td>
</tr>
</tbody>
</table>

City contribution towards retiree and dependent(s) medical coverage benefit for those retiring as a result of industrial injury is based on the following formula:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>% of Cost Covered by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 plus</td>
<td>50</td>
</tr>
<tr>
<td>10 plus</td>
<td>100</td>
</tr>
</tbody>
</table>

4.2.3 For employees hired after July 1, 2005, and retiring from the City of Lakeport under Service or Industrial Injury retirement provisions, City agrees to allow enrollment in City group medical plans at retiree’s sole expense. This option shall cease upon death of retiree, though dependent(s) shall be provided COBRA or other legally required notice and benefits if they choose to stay in City group medical plan for the period of such COBRA benefit. All other terms and conditions stated 4.2.1 shall apply.
No Retiree Medical Benefit will be provided to those employees hired after July 1, 2005, other than described above.

SECTION 5: INSURANCE BENEFITS

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

5.1 Health Insurance

For the REMIF administered medical insurance plan, the City will contribute seventy-six percent (76%) of the monthly premiums and employees twenty-four percent (24%) of the monthly premiums.

For the term of this program it is agreed that the City paid portion of the premiums will be calculated as a percentage of the premium for the selected plan rounded up or down to the closest dollar. The 24% of premium cost shall be made by way of payroll deduction from each bi-monthly check as has been the standard past practice.

City agrees to inform the unrepresented employees of plan changes/discontinuances upon the city’s receipt of the same from REMIF. City agrees to meet and discuss regarding any plan changes/discontinuances made during the term of this program.

5.1 Health Insurance Opt Out Program

Employees hired after January 1, 2018 are not eligible for Opt Out benefits.

On January 1, 2020, employees hired prior to July 1, 2014, will start receiving the following Opt-Out benefits: will be paid monthly $250 for those eligible for single enrollment; $400 for those eligible for double enrollment; and $500 for those eligible for family enrollment. On January 1, 2018, these employees will receive 2/3 the difference between what they are receiving on January 1, 2018 and what they will receive on January 1, 2020. On January 1, 2019, these employees will receive 1/3 the difference between what they are receiving on January 1, 2018 and what they will receive on January 1, 2020.

Those employees (couple and family) participating in the Opt Out program prior to January 1, 2018, upon proof of coverage under an alternate medical insurance program an employee choosing to drop medical insurance coverage under the REMIF-sponsored plan will be paid monthly $250 for those eligible for single enrollment; $400 for those eligible for double enrollment; and $500 for those eligible for family enrollment. Single category employees who applied for the Opt Out Program as of 7/1/2014 will be paid an amount equal to 75% of the city’s cost of the single rate effective upon adoption of the MOU.

For employees hired prior to July 1, 2014 and who are participating in the Opt Out program, if an employees’ salary less on January 1, 2020 than it is at ratification of the MOU as a result of the elimination of Tier 1, those employees will receive a step increase (5%) on January 1, 2018.
Under REMIF rules as of 7/1/2016, married couples may not cover each other under each other’s plan when they both work for the same agency. The city will be enforcing the following: (1) married couples may each enroll in individual coverage or (2) one spouse may enroll in the plan and list the other as a dependent. Regardless of which option, the City will not offer an opt-out stipend, since alternate insurance is not available.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Stipend for Opting out of City Medical Insurance.

5.2 Dental Insurance
For the REMIF administered dental plan, the City will contribute the entire premium for the duration of this MOU.

The City shall supplement the existing Dental plan orthodontic maximum lifetime benefit of $1,000 per enrollee to the sum of $2,000 per enrollee.

5.3 Vision Insurance
For the vision insurance plan, the City will contribute the entire premium for the duration of this MOU.

5.4 Life Insurance
For the REMIF administered Life & AD&D Insurance Plan and the Long Term Disability Insurance Plan currently, the City will contribute the entire premium for the duration of this MOU.

The Life and AD&D plan currently provides benefits based on one times Basic Annual Earnings, rounded to the next higher $1,000, subject to a maximum of $100,000.

The Long-Term Disability Insurance plan currently provides benefits up to maximum of $6,000 monthly based on two-thirds of salary with an elimination period of 90 calendar days of disability within a 180 calendar day period.

5.5 Employee Assistance Program (EAP)
For the REMIF administered Employee Assistance Program; the City will contribute the entire premium for the duration of this program.

SECTION 6: HOLIDAYS
The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

All unrepresented employees shall receive the following paid holidays:

- New Years’ Day
It is the intent of this resolution that all full-time employees receive paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the proceeding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, he/she may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

SECTION 7: VACATION LEAVE

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

7.1 Policy and Intent

In recognition of the fact that many management personnel are recruited from outside the City, that the average tenure for top management personnel is substantially lower than that of nonexempt personnel, and that at least two (2) to seven (7) years’ prior experience is required, the following vacation leave policy for At-Will Management and Mid-Management employees shall be implemented. For the purpose of recruitment, the City Manager may start employees in a higher category; however, the employee shall not advance from that category until years of service have been accomplished.

7.2 Vacation Entitlement

At-Will Management employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Days Earned/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5 years</td>
<td>15 days (120 hours)</td>
</tr>
<tr>
<td>6 through 10 years</td>
<td>20 days (160 hours)</td>
</tr>
<tr>
<td>11 or more years</td>
<td>Employees will accrue 1 additional vacation day above 20 for each year of additional service up to the maximum vacation time equal to 200 hours of vacation for each full calendar year of service</td>
</tr>
</tbody>
</table>
Mid-Management employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Days Earned/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 4 years</td>
<td>10 days (80 hours)</td>
</tr>
<tr>
<td>5 through 10 years</td>
<td>15 days (120 hours)</td>
</tr>
<tr>
<td>11 through 20 years</td>
<td>20 days (160 hours)</td>
</tr>
<tr>
<td>21 or more years</td>
<td>Employees will accrue 1 additional vacation day above 20 for each year of additional service up to the maximum vacation time equal to 200 hours of vacation for each full calendar year of service</td>
</tr>
</tbody>
</table>

7.3 Vacation Accrual

At-Will Management and Mid-Management employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

SECTION 8: MANAGEMENT LEAVE

The following benefits do not apply to the Part-Time/Seasonal/Temporary employee group.

In recognition of the extra hours required to perform at the level of top At-Will management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following management leave policy shall be implemented:

At-Will Management employees shall receive eighty (80) hours Management Leave annually to be used at the discretion of the City Manager. Mid-Management Employees classified as exempt and not eligible for overtime shall receive forty (40) hours to be used at the discretion of their Department Head. Hours will be credited on July 1 each fiscal year and may be forfeited if not used by the end of the same fiscal year.

At-Will and Mid-Management shall be entitled to request a cash-out payment of their Management Leave equal to forty (40) hours in lieu of using it as paid time off. At-Will and Mid-Management who have attained ten (10) years of service with the City shall be entitled to request a cash-out payment of their Management Leave equal to 100% of the leave (40 to 80 hours). Cash-out payments are allowed provided they have not already exhausted their annual allowance, which they may request and receive at any time, in full or in partial amount, during the fiscal year. The City Manager shall be responsible for approving such requests and the Finance Department shall track the use and availability of Management Leave accordingly.
Mid-management may be eligible for up to an additional 40 hours (for a total of no more than 80 hours) at the discretion of the City Manager based upon extenuating circumstances within the Mid-manager’s department.

Employees eligible for Management Leave who are on sick leave or unpaid leave of 4 consecutive work weeks or more in a single fiscal year shall have their Management Leave, including annual cash-out, reduced by a pro-rata share of the time off work versus the Management Leave they are entitled to. For example, an employee who is eligible for 80 hours Management Leave and is on sick leave for 3 consecutive months would have their Management leave reduced by 25% to 60 hours., including cash-out.

SECTION 9: OTHER LEAVES OF ABSENCE

All other leaves such as sick, family care, leave without pay, jury duty, subpoena, military or bereavement shall be taken in accordance with the City of Lakeport Rules and Regulations.

9.1 Bereavement Leave

An employee shall receive bereavement leave of 3 days for an in-state incident, or 5 days for an out-of-state incident, due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, stepchild, adopted child, son-in-law, daughter-in-law, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandfather-in-law, grandmother-in-law, or the death of any person residing in the immediate household of the employee at the time of death. Bereavement leave is not subject to accrual and the leave allowed pursuant to this provision must be used for any single incident of bereavement within seven (7) days of the time the employee first takes bereavement leave for said incident. Said bereavement leave is separate and shall not be credited against other forms of leave. The employee shall use bereavement leave before he/she makes use of accrued sick time.

9.2 Compensation for Unused Sick Leave

Upon termination, retirement, or death of an employee, the City shall pay for unused sick leave as follows:

<table>
<thead>
<tr>
<th>Completed Service</th>
<th>Sick Leave Paid Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 through 10 years continuous service</td>
<td>10.0%</td>
</tr>
<tr>
<td>Start of 11th year through completion of year 15</td>
<td>20.0%</td>
</tr>
<tr>
<td>Start of 16th year through completion of year 20</td>
<td>35.0%</td>
</tr>
<tr>
<td>Start of year 21 and thereafter</td>
<td>50.0%</td>
</tr>
</tbody>
</table>

Buy-out of sick leave hours is at the employee’s normal rate of pay at the time of separation. If employment is terminated due to death, the sick leave buy-out benefit will be paid as designated in writing by the employee or as otherwise provided by law. The maximum pay-out of 50% of accumulated unused sick leave at the time of separation of service as defined above remains at a cash value not to exceed 800 hours.
9.3 Integration/Coordination of Leaves with Disability Insurance

For leaves qualifying for State Disability Insurance or Paid Family Leave, the City will allow a coordination of leave benefits with the insurance benefit for management and mid-management employees. Coordination of benefits only applies to paid leave that is available in an employees’ sick, vacation, CTO or management leave bank.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 Professional Seminars and Training

To promote continued development of skills, knowledge, and abilities among the Management Team employees of the City, the City Manager may grant time to employees for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 Professional Membership Fees

Most Management personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

SECTION 11: OTHER BENEFITS

11.1 Uniform Allowance and Equipment Issuance

The City agrees to pay uniform allowance as follows: Police Chief and Lieutenant, $817.50 per fiscal year. At the time of hire, the Police Chief and Lieutenant shall receive equipment issuance equivalent to what has been negotiated for police officers. Management and Mid-Management in Public Works, Community Development, Engineering, and Utilities Departments shall receive a boot allowance of $150 per fiscal year.

11.2 Vehicle Reimbursement for At-Will Management

At-Will Management employees, to a far greater extent than other City employees, are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide the use of a City vehicle. If it is necessary, the use of a private vehicle shall be reimbursed at the same mileage rate as approved by the City Council, if no auto allowance provisions have been made. The City Manager may negotiate an auto allowance of no more than $400 per month at his/her discretion.
11.3 Technology Allowance
To capitalize on the efficiencies offered by changes to technology, which allow Management to be more flexible with time management, more efficient with workflow, and more available when needed, a technology allowance of $750 for Mid-Management and $1,500 for At-Will Management will be available on a reimbursement basis (not subject to income tax) or in a lump-sum cash payment (subject to income tax) to members of At-Will Management and Mid-Management employees. The technology allowance will expire at the conclusion of this Agreement.

11.4 Cell Phone Stipend
The City recognizes that cellular telephones enhance the level of City services by allowing employees to remain in contact with the office or with one another as the need arises. A monthly stipend of $80 shall be paid to At-Will Management, Mid-Management or other employee designated by the City Manager for the use of the employee’s personal cell phone.

11.5 Prior Arrangements/Agreements
All prior arrangement and agreements between individual members of At-Will Management and Mid-Management and the City Manager (former or current) shall remain in effect.

11.6 Vacation Leave Cash Out
At-Will and Mid-Management shall be entitled to one (1) request during each fiscal year to cash-out payment of their Vacation Leave equal to forty (40) hours in lieu of using it as paid time off if they have a minimum of 150 vacation hours. The decision to cash-out Vacation Leave is at the sole discretion of the City Manager and is not appealable.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay
In order to foster job security within a professional climate, At-Will Management employees who receive no protection from the City’s Personnel System will be entitled to severance pay of no less than three months their normal salary when they are discharged from the City service; provided however, that the employee has been in the employ of the City at least one (1) year and the agree to execute the “Severance Release Agreement” attached hereto as Exhibit A. At-Will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule
At-Will Management employees shall generally be entitled to three (3) months’ salary, excluding fringe benefits. However, specific severance pay terms and conditions may be subject to negotiation and included in the employee’s Employment Contract, if applicable.
12.3 Voluntary Resignation

The provisions of this section do not apply to any employee who voluntarily resigns from the City service for personal reasons. Whenever practical, At-Will Management employees shall give thirty (30) days' notice prior to voluntary termination in order to leave City service in good standing.

SECTION 13: Grievance and Disciplinary Procedure

13.1 Final Stage of Grievance Procedure

An appeal of a grievance not resolved at Step 3 may be submitted to City Manager in writing no later than 14 days after the date of the Department Head's written reply. The grievant shall present to the City Manager copies of the Step 2 and 3 responses. Within 14 calendar days thereafter, the City Manager will schedule a meeting with the grievant to discuss the matters. After consideration of the facts and an investigation, if necessary, the City Manager shall issue his or her written decision to the grievant.

If the grievant is dissatisfied with the decision of the City Manager, he/she may, within 5 calendar days of the written decision, request that the matter be brought to a neutral mediator for non-binding mediation. The mediator shall be properly trained and parties shall split the cost of the mediation equally.

13.2 Final Stage of Disciplinary Procedure

The appeal to the City Manager is the final level of review for any disciplinary matter and ARTICLE XIV section of the personnel policies shall not be allowed. If the employee is dissatisfied with the decision of the City Manager, they may, within 5 calendar days of the written decision, request that the matter be brought to a neutral mediator for non-binding mediation. The mediator shall be properly trained and parties shall split the cost of the mediation equally.

Dated: March _____, 2018

CITY OF LAKEPORT

Margaret Silveira, City Manager

LAKEPORT UNREPRESENTED EMPLOYEES

Kevin Ingram, UE Representative

Jason Ferguson, UE Representative
SEVERANCE RELEASE AGREEMENT

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, “Release”), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, “Releasor,” “I” or “me,”) to the City of Lakeport (“City”).

As the undersigned Releasor, I fully recognize that City is under no obligation to make any “severance payment” to me save and except for the terms of this written agreement. I acknowledge the risks and benefits to myself as a consequence of my agreeing to this release as a condition of receiving the severance pay as provided herein. As the undersigned Releasor, I understand that City does not require me to sign this agreement nor does it support, condone, authorize or ratify or have any involvement of any kind in my decision to accept the offered severance in exchange for this release of all claims. I have decided to sign this agreement despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with my decision to accept a severance payment in exchange for a release of all claims save and except any pending Workers Compensation claims. I release City and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, student volunteers, agents, administrators, assigns, and contractors (collectively “Releasees”), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, or created by statute that I may suffer at any time arising from or in connection with my employment by the City of Lakeport, including any injury or harm to me, my death, damage to my property, livelihood, earning potential, reputation or claim of any type related to or arising from my status as an employee with the City of Lakeport (collectively “Liabilities”).

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as me.

I agree that this Release shall be governed for all purposes by the laws of the State of California.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

_____________________________________ Dated: _________________________________
(Releasor’s Signature)
<table>
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<tr>
<th>Job Classification</th>
<th>Range</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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<tr>
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</tr>
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<tr>
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<td>6,202</td>
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<tr>
<td>Utilities Superintendent II</td>
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<td>5,966</td>
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<td>7,019</td>
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<tr>
<td>Administrative Services Director/City Clerk</td>
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<td>6,576</td>
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<tr>
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<td>6,904</td>
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<tr>
<td>Community Development Director</td>
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<td>7,736</td>
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<tr>
<td>Public Works Director</td>
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<td>6,262</td>
<td>6,576</td>
<td>6,904</td>
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<td>7,792</td>
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</tr>
</tbody>
</table>
WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to approve an amendment to the employment agreement between the City and City Manager Margaret Silveira.

BACKGROUND/DISCUSSION:

Pursuant to the City's at-will employment agreement with Margaret Silveira to serve as City Manager, the City undertook an annual review of Ms. Silveira's salary. Consistent with the findings regarding at-will management and mid-management employees’ salaries, this review determined that Ms. Silveira was being paid approximately 18% below the market rate of comparable positions with agencies in the area. In addition, Ms. Silveira had not received any salary increase or cost of living adjustment (COLA) since she began as City Manager in Lakeport in April 2010.

The proposed contract amendment (which expires under the terms of her employment agreement in May 2021 unless otherwise amended by the parties in writing) does the following:

1. Increases Ms. Silveira’s salary by 15% to an annual amount of $132,250;
2. Reduces her annual technology allowance by 40% to $750; and
3. Otherwise provides Ms. Silveira with the same benefits as the unrepresented at-will management employees of the City.

Should the City Council approve this item, the Administrative Services Director will bring back an updated Master Salary Schedule for approval at the next regular meeting.

OPTIONS:

1. Approve the proposed Amendment #2 to Agreement for Services between the City of Lakeport and Margaret Silveira.
2. Direct staff to make modifications or revisions to the proposed Amendment #2.
3. Take no action.
FISCAL IMPACT FOR COST OF LIVING ADJUSTMENT:

☐ None  ☒ $7,563 additional for first year.  Budgeted Item? ☒ Yes  ☐ No

☒ $22,689 additional per year thereafter.

Budget Adjustment Needed?  ☐ Yes  ☒ No  If yes, amount of appropriation increase: $

Affected fund(s):  ☒ General Fund (50%)  ☒ Water OM Fund (20%)  ☒ Sewer OM Fund (20%)  ☐ RDA Dis. (10%)

SUGGESTED MOTION:

Move to approve Amendment #2 to Agreement for Services between the City of Lakeport and Margaret Silveira.

☒ Attachments:  Amendment #2 to Agreement for Services between the City of Lakeport and Margaret Silveira
This Amendment #2, dated _____________, 2018, hereby adds the following provisions of the Agreement for Services Between the City of Lakeport and Margaret Silveira dated May 17, 2016 for services to be performed in the at will position of City Manager and Amendment #1 to the Agreement for Services Between the City of Lakeport and Margaret Silveira, dated October 18, 2016. The City of Lakeport is herein referred to as the “City.” Margaret Silveira is herein referred to as “Silveira.”

1. **SALARY**

   The City Manager’s salary shall be increased fifteen percent (15%) to an annual sum of $132,250 payable in bi-monthly installments. This adjustment shall be effective immediately upon adoption of this Amendment #2 by the City and Silveira.

2. **TECHNOLOGY ALLOWANCE**

   The City Manager’s annual technology allowance shall be reduced to $750 per year available on a reimbursement basis (not subject to income tax) or in a lump-sum cash payment (subject to income tax).

3. **OTHER BENEFITS**

   City shall afford Silveira such other benefits as are provided to members of the unrepresented at-will management employees of the City on the same terms as provided to those employees except as otherwise expressly provided herein.

4. **OTHER AGREEMENTS**

   Except as modified herein, the Agreement for Services Between the City of Lakeport and Margaret Silveira, dated May 17, 2016, and the Agreement for Services Between the City of Lakeport and Margaret Silveira Amendment #1, dated October 18, 2016, remain in full force and effect without modification.

   The signatures of the parties below indicate that each has read and understood the Agreement, as amended, and will abide by the terms stated herein.

   The parties have executed this Amendment #2 on the dates stated below.

   [Signatures on following page]
CITY OF LAKEPORT, a municipal corporation

By: ________________________________  By: ________________________________
    MIREYA G. TURNER, Mayor          MARGARET SILVEIRA, City Manager

Dated: ____________________________  Dated: ____________________________

ATTEST:

______________________________
KELLY BUENDIA, City Clerk
WHEREAS, volunteers are the keystone of the Lakeport community, enriching our town and improving the quality of life; and

WHEREAS, the City of Lakeport is especially fortunate to have the services of dedicated, hardworking, and creative individuals who generously serve our City, and do so without monetary or other compensation, and

WHEREAS, the City Council of the City of Lakeport desires to acknowledge these contributions and honor those who have given of their time and talent to benefit their community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeport does hereby recognize and thank the members of the following City of Lakeport Committees and Commissions for their services to the City of Lakeport and conveys its gratitude for a job exceedingly well done:

The Lakeport Planning Commission
Ken Wicks
Michael Froio
Michael Green
Harold Taylor
Suzanne Russell
Kip Knorr

The Parks and Recreation Commission
Cindy Ustrud
Ann Blue
Kipp Knorr
Suzanne Lyons
Suzanne Russell

The Lakeport Economic Development Advisory Committee
Wilda Shock
Christine Hutt  
George Linn  
Pamela Harpster  
Panette Talia  
Taira St. John  
Melissa Fulton  
Denise Combs  
William Eaton  
George Feola  
Terre Logsdon  
Dan Peterson  
Andy Lucas  

The Traffic Safety Advisory Committee  
Frank Dollosso  
Ann Blue  
Vicki Cole  
Suzanne Russell  
Nathan Maxman  

and  

The Measure Z Advisory Committee  
Annette Hopkins  
Susan King  
Tim Wynacht  
Dennis Rollins  
Nathan Speed  

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 6th day of March, 2018.

_________________________________  
MIREYA G. TURNER, Mayor
LAKEPORT CITY COUNCIL
Certificate of Appreciation
is presented to

GEORGE LINN

In Grateful Recognition for his Dedicated Service on the
Lakeport Economic Development Advisory Committee
2010-2017

MIREYA G. TURNER, Mayor
March 6, 2018
LAKEPORT CITY COUNCIL
Certificate of Appreciation
is presented to

TAIRA ST. JOHN

In Grateful Recognition for her Dedicated Service on the

Lakeport Economic Development Advisory Committee
2012-2017

________________________________________

MIREYA G. TURNER, Mayor

March 6, 2018
LAKEPORT CITY COUNCIL
Certificate of Appreciation
is presented to

CHRISTINE HUTT

In Grateful Recognition for her Dedicated Service on the

Lakeport Economic Development Advisory Committee
2013-2017

MIREYA G. TURNER, Mayor
March 6, 2018
Meetings Date: 03/06/2018

**STAFF REPORT**

**RE:** Bike & Walk to School Day  
**MEETING DATE:** 03-06-18

**SUBMITTED BY:** Chief of Police Brad Rasmussen

**PURPOSE OF REPORT:**  
- Information only
- Discussion
- Action Item

**WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:**  
The City Council is being asked to authorize the Chief of Police and the Public Works Director to close a portion of N. High Street, Lakeshore Blvd, Giselman Street, Sayre Street and Lange Street, and control intersections along the route between approximately 7:30 and 8:30 AM on Wednesday, May 9th, 2018 in order to provide safe conditions for Lakeport Unified School District (LUSD) students to participate in International Bike/Walk to School Day between the 1800 block of N. High Street and the LUSD campuses on Lange Street.

**BACKGROUND/DISCUSSION:**  
City and police staff has been working with LUSD staff to facilitate the International Bike/Walk to School Day in Lakeport for the purpose of promoting wellness, safe riding/walking and safe routes to schools. It is expected that 1000 students and over 50 staff members will be participating in the event. Due to the large amount of persons participating in the event, police and public works will need to provide traffic controls and closures for short time periods throughout the riding/walking route which will start at the High Street Shopping Center and travel north along N. High Street, East on Lakeshore Blvd, North on Giselman Street and then west on Lange Street to access the LUSD property.

Police will also be escorting bicycle riders from the Shoreline Shopping Center and the Old Natural High School property to the staging area at the High Street Shopping Center. However, we are not requesting street closures for this part of the event.

**OPTIONS:**  
1. Authorize traffic controls and closures as requested  
2. Deny the request

**FISCAL IMPACT:**  
- None
- Budgeted Item?  Yes  X No
- Budget Adjustment Needed?  Yes  X No  If yes, amount of appropriation increase: $

**AFFECTED FUND(S):**  
- General Fund
- Water OM Fund
- Sewer OM Fund
- Other:

**SUGGESTED MOTIONS:**  
Move to authorize the Chief of Police and Public Works Director to close portions of N. High Street, Lakeshore Blvd., Giselman Street, Sayre Street and Lange Street and also conduct traffic controls at other intersections along the route between the 1800 block of N. High Street and the LUSD campuses on Lange Street on the morning of May 9th, 2018.

**ATTACHMENTS:**  
1. Draft Map of All Routes (Event Times to be Determined)  
2. Draft Map of Intersections and Road Closures
Walk to School event details:
7:XX a.m.: Meet at assembly Area @ High St Village Shopping Center
7:XX a.m.: Begin walking to Lakeport schools with Lakeport Police Department escort

Bike to School event details:
7:XX a.m.: Meet at assembly Area @ Grocery Outlet
7:XX a.m.: Begin riding north toward Main St School with Lakeport Police Department escort
7:XX a.m.: Proceed from Main St School assembly area to High St Village with Lakeport Police escort.
7:XX a.m.: Proceed from High St Village to Lakeport schools with Lakeport Police escort
Bike & Walk to School Day

Wednesday May 9, 2018

High St. Village Shopping Center
STUDENT STAGING AREA

= Road Closure