

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF LODI**

**AND**

**LODI CITY MID-MANAGEMENT ASSOCIATION**

**JANUARY 1, 2003 – DECEMBER 31, 2005**

**MID-MANAGEMENT**

ACCOUNTANT I/II  
ACCOUNTING MANAGER  
ARTS COORDINATOR  
ASSISTANT WATER/W.W. SUPERINTENDENT  
ASSISTANT W.W. TREATMENT SUPERINTENDENT  
BUILDING OFFICIAL  
CUSTOMER SERVICE/REVENUE MANAGER  
CITY ENGINEER  
CITY PLANNER  
COMMUNITY IMPROVEMENT MANAGER  
DATA PROCESSING MANAGER  
ELECTRIC SYSTEMS SUPERVISOR  
ELECTRIC UTILITY RATE ANALYST  
ELECTRIC UTILITY SUPERINTENDENT  
ELECTRICAL ENGINEER  
FLEET AND FACILITIES MANAGER  
INFORMATION SYSTEMS COORDINATOR  
INFORMATION SYSTEMS MANAGER  
MANAGEMENT ANALYST TRAINEE I/II  
MANAGER, BUSINESS PLANNING & MARKETING  
MANAGER, ELECTRIC SERVICES  
MANAGER, ENGINEERING & OPERATIONS  
MANAGER, RATES & RESOURCES  
NETWORK ADMINISTRATOR  
PARK SUPERINTENDENT  
POLICE VOLUNTEER SUPERVISOR  
PURCHASING OFFICER  
RECREATION SUPERVISOR  
SENIOR CIVIL ENGINEER  
SENIOR ACCOUNTANT  
SR. ELECTRIC UTILITY RATE ANALYST  
SR. PLANNER  
SR. PROGRAMMER ANALYST  
SR. SERVICES COORDINATOR  
SR. TRAFFIC ENGINEER  
STREET SUPERINTENDENT  
STREETS CONTRACTS ADMINISTRATOR  
SUPERVISING LIBRARIAN  
TRANSPORTATION MANAGER  
UTILITY OPERATIONS SUPERVISOR  
WATER/WASTEWATER SUPERINTENDENT

City of Lodi

And

Lodi City Mid-Management Association

2003-2005

**ARTICLE I - SALARY AND TERM**

- 1.1 Effective the first pay period in which January 1, 2003 falls, all classifications shall receive an equity adjustment as shown in Schedule A. Effective the first pay period in which January 1, 2004 falls, all classifications shall receive the general wage increase as shown in Schedule B. The cost of living increase that is to be received on this date will be added to the amounts shown on Schedule B.
- 1.2 Effective the first pay period in which July 1, 2003 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no less than 2% and no greater than 4% and calculated using the most recent twelve month average that is available and issued by the Department of Labor as of June 15, 2003. Effective the pay period in which January 1, 2004 and 2005 occur, cost of living adjustments will be adjusted using the same methodology and a reference date of December 15<sup>th</sup>.
- 1.3 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The parties agree the term is as follows: Three years commencing January 1, 2003 through December 31, 2005.
- 1.4 The parties mutually agree to commence negotiations no later than three (3) months prior to the expiration of the MOU.

**ARTICLE II - UNIFORM ALLOWANCE**

- 2.1 The City agrees to provide the Police Volunteer Supervisor with an allowance of \$825.00 per year.

- 2.2 The uniform allowance shall be paid quarterly in conjunction with regular pay checks in the months of March, June, September, and December and shall be for the previous three months.
- 2.3 The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement.

### **ARTICLE III - DEFERRED COMPENSATION**

- 3.1 Employees may participate in the City's Deferred Compensation Plan
- 3.2 City matches up to a maximum of 2.0% of base salary. The City will match up to maximum of 3.0% of base salary effective the pay period in which 1/1/04 falls.

### **ARTICLE IV - FLEXIBLE SPENDING ACCOUNT**

- 4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;
  - a) Premium Conversion
  - b) Non-reimbursed Health Care
  - c) Dependent Care Reimbursement
- 4.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

### **ARTICLE V - CHIROPRACTIC**

- 5.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan.

**ARTICLE VI - EDUCATION INCENTIVE**

6.1 Education incentives will be available to eligible employees for specified degrees, certifications, and licenses.

6.2 **Public Works Department:** The classifications listed below shall receive \$40.00 per month (maximum \$150.00 per month) for each grade at or above the grades shown:

Assistant Wastewater Treatment Superintendent  
*Wastewater Treatment Plant Operator Certification, Grade V*  
*Industrial Waste Inspector Certification, Grade II*  
*Laboratory Analyst Certification, Grade II*  
*Mechanical Maintenance Certification, Grade II*

Assistant Water/Wastewater Superintendent  
*Water Treatment Plant Operator Certification, Grade IV*  
*Industrial Waste Inspector Certification, Grade II*  
*Laboratory Analyst Certification, Grade II*  
*Sewer Collection Maintenance Certification, Grade III*  
*Water Distribution Operator Certification, Grade III*

6.3 **Parks & Recreation:** The Parks Superintendent will receive education incentive in accordance with the following schedule:

*Pest Control Advisor's License*.....\$50.00 per month  
*Certified Arborist*.....\$50.00 per month

**ARTICLE VII - OVERTIME**

7.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- ◆ Major storm damage requiring the dispatching of additional crews;
- ◆ The necessity to cover scheduled shifts;
- ◆ Direct supervision of crews assigned to work during normal days off to accommodate the public;

- ◆ Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

7.2 Overtime pay shall not be paid for the following:

- ◆ Staff meetings
- ◆ Special projects
- ◆ Conferences and seminars - except as noted below
- ◆ Appearances before City Council and commissions,
- ◆ Public information presentations,
- ◆ Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

7.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

7.4 Upon promotion into a Mid-Management position only previously accrued compensatory time must be paid or used prior to the promotion.

## **ARTICLE VIII - RETIREMENT**

8.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits.

<b>Miscellaneous</b>	2% @ 55 plan	<ul style="list-style-type: none"><li>• 1957 Survivors Benefit</li><li>• 1959 (Plus 25%) Survivors Benefit</li><li>• Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%</li><li>• 50% survivors continuation</li><li>• Employee's 7% paid by City</li><li>• Credit for Unused Sick Leave</li><li>• Military Service Credit as Public Service</li></ul>
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8.2 During the term of this agreement, the City agrees to meet and confer with the LCMMA over proposed CalPERS plan amendments.

## **ARTICLE IX - VACATION LEAVE**

9.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period	(10 days per year)
6th year	4.62 hours per pay period	(15 days per year)
12th year	5.23 hours per pay period	(17 days per year)
15th year	6.16 hours per pay period	(20 days per year)
21st year	6.47 hours per pay period	(21 days per year)
22nd year	6.78 hours per pay period	(22 days per year)
23rd year	7.09 hours per pay period	(23 days per year)
24th year	7.40 hours per pay period	(24 days per year)
25th year	7.71 hours per pay period	(25 days per year)

9.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period	(10 days per year)
6th year	4.62 hours per pay period	(15 days per year)
12th year	5.23 hours per pay period	(17 days per year)
15th year/above	6.16 hours per pay period	(20 days per year)

9.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 9.1, or 9.2, depending on their initial employment with the City of Lodi

9.4 Vacation leave shall be used in increments of not less than quarter hours. Vacation may not be carried over to the subsequent year in excess of the amount earned in a calendar year unless authorized by the City Manager.

**ARTICLE X - ADMINISTRATIVE LEAVE**

10.1 Employees will be given 80 hours of administrative leave per calendar year. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.

10.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with eight hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

- 10.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with 10.2.
- 10.4 Employees are eligible to cash out up to 40 hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Department.

**ARTICLE XI - HOLIDAYS**

- 11.1 All employees shall receive four floating holidays and the following eight and one-half fixed holidays:

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

Effective January 20, 2004, Martin Luther King, Jr. birthday will be observed as a fixed holiday.

- 11.2 Fixed holidays occurring on Saturdays shall be observed on the preceding Fridays; Sunday holidays will be observed on the following Mondays, with the exception that if the following Monday were a holiday, the Sunday holiday would be taken on the preceding Friday.

- 11.3 Electric Utility Mid-Management employees shall receive five floating holidays and the following seven and one-half fixed holidays:

- New Year's Day January 1
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1<sup>st</sup> Monday in September
- Thanksgiving Day 4<sup>th</sup> Thursday in November

- Day after Thanksgiving Day                      Friday after Thanksgiving Day
- Christmas Even (4 hours)                         December 24
- Christmas Day                                         December 25

11.4 Holiday hours shall be taken in increments of not less than quarter hours and may not be carried into the following calendar year.

11.5 If hired or separated mid-year, employee shall be credited or debited with fixed holidays remaining plus floating holidays per the following schedule:

Four Floating Holidays:

<u>Month Hired or Separated</u>			<u>Days added</u>	<u>Days Subtracted</u>
Jan	Feb	March	4	3
April	May	June	3	2
July	Aug	Sept	2	1
Oct	Nov	Dec	1	0

**ARTICLE XII - SICK LEAVE**

12.1 Sick Leave is earned at the rate of 3.70 hours per pay period with no limit on the amount that can be accumulated. Total sick leave accrued is 12 days per year. Sick leave shall be taken in increments of not less than quarter hours.

**ARTICLE XIII - SICK LEAVE CONVERSION**

13.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if

applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

- 13.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS CREDIT".
- 13.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 13.1.
- 13.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.
- 13.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.

- 13.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 13.1; Option #2.
- 13.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 13.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion Bank option.

**ARTICLE XIV - EXECUTIVE PHYSICAL EXAMINATION**

- 14.1 Employees may elect to receive an executive physical examination in accordance with the provisions of the City's medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:
- A complete office examination
  - Urinalysis
  - Pap smear
  - EKG (resting)
  - An executive blood panel
  - Mammogram
  - Chest X-ray
- 14.2 Employees shall be reimbursed for costs not covered by the medical insurance for the procedures referenced in 14.1 only. Any additional tests judged necessary shall be the responsibility of the employee. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.

**ARTICLE XV - MEDICAL INSURANCE**

- 15.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective as soon as administratively possible, employees shall contribute \$80.00 per month for Employee Plus One and \$104.00 per month for full family coverage. Should an employee decide to elect single medical coverage, the City of Lodi will deposit \$25.00 per pay period into the employees deferred compensation account. If no

coverage is elected \$71.15 per pay period will be deposited into the employees deferred compensation account.

- 15.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

#### **ARTICLE XVI - DENTAL INSURANCE**

- 16.1 Employees are provided fully paid family dental insurance.
- 16.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

#### **ARTICLE XVII - VISION INSURANCE**

- 17.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

#### **ARTICLE XVIII - LIFE INSURANCE**

- 18.1 Employees are provided with *term life and accidental death/dismemberment* insurance. In general, the benefits will be effective as soon as administratively possible to 2 times the annual salary to a maximum of \$250,000. The amount of insurance to reduce to 65% after the 70<sup>th</sup> birthday but before the 75<sup>th</sup> birthday. The amount of life insurance after the 75<sup>th</sup> birthday is reduced to 50%. In addition, a spouse will be covered for \$1,500. Dependent children between the ages of birth through the 20<sup>th</sup> birthday will be covered for \$1,500 insurance.
- 18.2 Employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

- 18.3 Employees are also provided with a \$25,000 *accidental death* policy in the event of death resulting from a line-of-duty injury.

**ARTICLE XIX - LONG-TERM DISABILITY INSURANCE**

- 19.1 Employees are covered under a long-term disability plan as follows:

Monthly LTD Benefit Amounts would be:

- 66 2/3 of your basic monthly earnings
- To a maximum of \$10,000 per month

In some instances based on the determined date of disability, your LTD benefit may be governed by the terms of the previous policy:

- Two-thirds of the first \$3,000 of monthly gross salary (\$2,000) plus
- One half of the next \$2,000 of monthly gross salary (\$1,000)
- The total monthly benefit cannot exceed (\$3,000)

Augmentation with sick leave or other paid leave may be made to bring an employee's payment up to usual net pay, to include provisions for the employee's regular payroll deductions.

- 19.2 Employees qualifying for coverage shall receive long-term disability benefits commencing on the 61st calendar day following the last day worked. Medical insurance coverage will remain in effect until the last day of the month in which the employee was placed in a leave without pay status. The City will continue the employees medical coverage for 90 days thereafter and life insurance for 1 year. Other benefits and obligations must be met by the employee. Long-term disability benefits are coordinated with other benefits received during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.

- 19.3 Employees must submit a physician's certificate prior to returning to normal work duties.

**ARTICLE XX - LEAVES AND LEAVES OF ABSENCE**

20.1 Employees shall receive all leaves and leaves of absence in accordance with Federal and State mandates and City policies.

20.2 Family Medical Leave

- a) Family Medical Leave is available to employees upon reasonable request unless such request qualifies and an exception to eligibility for family medical leave, or that granting the leave would cause undue hardship.
- b) Family Medical Leave is leave of absence up to a total of four (4) months from the date leave commenced within a 12-month period for the following reasons:
  - 1) Birth of a child of the employee and in order to care for such child or the placement of a child with an employee in connection with the adoption or foster care of child by an employee (such leave must be taken within the 12-month period following the child's birth or placement with employee); or
  - 2) To care for a child, parent or spouse of the employee who has a serious health condition; or
  - 3) Because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- c) The terms and conditions for leaves of absence without pay pertaining to the medical benefits are applicable to Family Medical Leave in accordance with the City of Lodi Administrative Policy and Procedure.

**ARTICLE XXI - TUITION REIMBURSEMENT**

21.1 Employees shall receive the following:

- 1) Tuition costs, up to a maximum of \$1,804 per fiscal year, to be paid upon the satisfactory completion of course work.
- 2) The full cost of books required for courses taken.

The maximum amount reimbursed is based on fees for two courses of study at California State University Sacramento. This maximum amount will be updated annually. A fiscal year is the

period between July 1 and June 30. The final date of class shall determine the fiscal year in which that course falls.

This section will be applied toward registration fees at an accredited College or University. Course work must be part of a program of study toward obtaining an Associate of Arts, Bachelors, or any higher degree.

## **ARTICLE XXII - PROBATION**

22.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Termination cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

## **ARTICLE XXIII - PERSONAL LIABILITY**

23.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:

1. The act or omissions was not within the scope of their employment; or
2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.

- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
  2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
  3. Payment of the claim of judgment would be in the best interests of the City.

#### **ARTICLE XXIV- GRIEVANCE PROCEDURE**

- 24.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
  - B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.
- 24.2 Class action Grievances shall be submitted in writing from the LCMMA’s President to the City Manager or vice versa.
- 24.3 STEP ONE
- Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.
- 24.4 STEP TWO

If a grievance is not resolved in the initial step, then Step Two shall be a discussion between the employee, and the Association Representative and the Department Head who shall answer within fifteen work days. This step shall be taken within fifteen work days of the date of the Immediate Supervisor's answer in Step One.

#### 24.5 STEP THREE

If a grievance is not resolved in Step Two, Step Three shall be the presentation of the grievance, in writing, by the Association Representative to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager's decision shall be final and binding. Step Three shall be taken within fifteen work days of the date of the answer in Step Two.

### **ARTICLE XXV - DISCIPLINARY PROCEDURE**

25.1 Basis: The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to hearing and appeal as described in this section.

25.2 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA's governing regulations.

25.3 Cause: Causes for discipline of any regular employee may include, but shall not be limited to the following:

- A. Improper or unauthorized use or abuse of sick leave.
- B. Excessive absenteeism that prevents reasonable availability for assigned duties.
- C. Absence without authorized leave; repeated tardiness to assigned work station; leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
- D. Misconduct; willful or negligent violation of the personnel rules, resolutions, and/or other related ordinances including written departmental rules, regulations, and policies.

- E. Insubordination;
- F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.
- G. Conviction of a felony or misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude in deemed to be a conviction.
- H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.
- I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.
- J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business including fighting, or using profanity, intimidation, abusive or threatening language.
- K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.
- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside the duty hours, which is of such a nature that it causes discredit to the City or one of its operating services.
- O. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, sexual preference, marital status, age or physical handicap.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training, in a prompt, competent, and reasonable manner.
- Q. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.

- R. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- S. Possession or use of controlled substances or alcohol on City property and/or at the worksite.
- T. Intoxication, intemperance, or incapacity due to the use of controlled substances or alcohol while on duty.
- U. Failure to obtain or maintain possession of the minimum qualifications for the position.
- V. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- W. Unauthorized release or use of confidential information or official records.
- X. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- Y. Inability to perform the duties of his/her job.
- Z. Dishonesty.
- AA. Possession of firearms on the job.
- BB. Sleeping on the job.
- CC. Theft.
- DD. Retaliation for actions protected by law.
- EE. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- FF. Threats of violence against City employees and/or City property.

25.4 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.

25.5 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:

1. The specific type of disciplinary action;
2. The effective date of the action;
3. The specific reason(s) or cause(s) for the actions;
4. Notice that the employee may inspect copies of all materials upon which the action is based, and
5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
7. The specific reason(s) or cause(s) for the actions;

25.6 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.

1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
  2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- 25.7 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and a written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.
- 25.8 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer to hear the appeal and submit an advisory decision to the City Manager. The hearing officer shall adhere to the following standard of review and hearing procedures:
1. The appeal hearing shall be informal and strict rules of evidence shall not apply
  2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.
  3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
  4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives
  5. The appeal hearing will be held on the City's premises.
  6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error

occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.

7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.

25.9 Any decision of the City Manager shall be final and binding.

25.10 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5

25.11 For employees covered by the requirements of California Government Code section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.

#### **Article XXVI – CITY RIGHTS**

26.1 It is further understood and agree between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to, the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment
- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

#### **Article XXVII – EMPLOYEE REPRESENTATION**

27.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Mid-Management Association (LCMMA).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective bargaining preparatory to signing this agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Milias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LCMMA agree and understand that if any section of the MOU conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to recognize LCMMA representatives for the purpose of representing members of the LCMMA on all matters relating to the administration of this MOU, and upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this MOU.

### **Article XXVIII - SEVERABILITY**

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



**ATTACHMENT A**

**Mid-Mgmt Positions**

**Salary Schedule effective 1/1/2003**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Accountant I	3732.82	3919.46	4115.44	4321.21	4537.27
Accountant II	4106.11	4311.41	4526.98	4753.33	4991.00
Sr. Accountant	4516.72	4742.55	4979.68	5228.67	5490.10
Accounting Manager	5502.73	5777.87	6066.76	6370.10	6688.61
Arts Coordinator	3548.55	3725.97	3912.27	4107.89	4313.28
Assistant Wastewater Treatment Superintendent	4904.29	5149.50	5406.98	5677.33	5961.19
Assistant Water/Wastewater Superintendent	4904.29	5149.50	5406.98	5677.33	5961.19
Chief Building Official	5512.64	5788.27	6077.68	6381.57	6700.65
City Engineer	6313.09	6628.75	6960.19	7308.20	7673.61
City Planner	5812.74	6103.38	6408.55	6728.98	7065.43
Community Improvement Manager	5219.05	5480.00	5754.00	6041.70	6343.79
Construction Project Manager	4376.82	4595.66	4825.44	5066.72	5320.05
Customer Service and Revenue Manager	5003.47	5253.64	5516.32	5792.14	6081.74
Data Processing Manager	4530.09	4756.59	4994.42	5244.15	5506.35
Electric Systems Supervisor	5219.64	5480.62	5754.65	6042.39	6344.51
Electric Utility Rate Analyst	4712.63	4948.26	5195.67	5455.46	5728.23
Electric Utility Superintendent	6449.51	6771.98	7110.58	7466.11	7839.42
Electrical Engineer	5843.66	6135.84	6442.63	6764.76	7103.00
Fleet and Facilities Manager	4799.34	5039.30	5291.27	5555.83	5833.63
Information Systems Coordinator	4313.20	4528.86	4755.31	4993.07	5242.73
Information Systems Manager	5543.64	5820.82	6111.86	6417.45	6738.33
Management Analyst I	3483.00	3657.16	3840.01	4032.01	4233.61
Management Analyst II	3912.45	4108.07	4313.48	4529.15	4755.61
Management Analyst Trainee	3166.37	3324.69	3490.92	3665.47	3848.74
Manager, Business Planning & Marketing	6597.83	6927.72	7274.11	7637.81	8019.70
Manager, Electric Services	6944.95	7292.20	7656.81	8039.65	8441.63
Manager, Engineering and Operations	6782.46	7121.58	7477.66	7851.54	8244.12
Manager, Rates and Resources	6223.08	6534.23	6860.94	7203.99	7564.19
Network Administrator *	4542.59	4769.72	5008.20	5258.61	5521.54
Park Superintendent	4799.33	5039.30	5291.26	5555.82	5833.62
Police Volunteer Supervisor	3544.14	3721.35	3907.41	4102.79	4307.93
Purchasing Officer	4795.47	5035.24	5287.00	5551.35	5828.92
Recreation Supervisor	3548.55	3725.97	3912.27	4107.89	4313.28
Senior Civil Engineer	5371.47	5640.04	5922.05	6218.15	6529.06
Senior Electric Utility Rate Analyst	5286.81	5551.15	5828.71	6120.14	6426.15
Senior Planner	4737.83	4974.72	5223.46	5484.63	5758.86
Senior Programmer Analyst *	4273.61	4487.29	4711.65	4947.24	5194.60
Senior Services Coordinator	3548.25	3725.66	3911.95	4107.54	4312.92
Senior Traffic Engineer	5371.47	5640.04	5922.05	6218.15	6529.06
Street Contracts Administrator	4173.33	4382.00	4601.10	4831.15	5072.71
Street Superintendent	4799.33	5039.30	5291.26	5555.82	5833.62
Supervising Librarian	4463.08	4686.23	4920.54	5166.57	5424.90
Transportation Manager	4799.33	5039.30	5291.26	5555.82	5833.62
Utility Operations Supervisor	5883.52	6177.70	6486.58	6810.91	7151.46
Water/Wastewater Superintendent	5640.00	5922.00	6218.10	6529.00	6855.46

**ATTACHMENT B****Mid-Mgmt Positions**

Dollars to be added to salary schedule effective January 1, 2004

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Accountant I	\$ -	\$ -	\$ -	\$ -	\$ -
Accountant II	\$ -	\$ -	\$ -	\$ -	\$ -
Sr. Accountant	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Manager	\$ 308.84	\$ 324.28	\$ 340.49	\$ 357.52	\$ 375.40
Arts Coordinator	\$ 267.97	\$ 281.37	\$ 295.44	\$ 310.21	\$ 325.72
Assistant Wastewater Treatment Superintendent	\$ 250.12	\$ 262.63	\$ 275.76	\$ 289.55	\$ 304.03
Assistant Water/Wastewater Superintendent	\$ 250.12	\$ 262.63	\$ 275.76	\$ 289.55	\$ 304.03
Chief Building Official	\$ 389.43	\$ 408.90	\$ 429.35	\$ 450.81	\$ 473.36
City Engineer	\$ 418.26	\$ 439.17	\$ 461.13	\$ 484.19	\$ 508.40
City Planner	\$ 218.49	\$ 229.41	\$ 240.88	\$ 252.93	\$ 265.58
Community Improvement Manager	\$ 691.82	\$ 726.41	\$ 762.74	\$ 800.87	\$ 840.92
Construction Project Manager	\$ 161.84	\$ 169.93	\$ 178.43	\$ 187.35	\$ 196.72
Customer Service and Revenue Manager	\$ 279.75	\$ 293.74	\$ 308.42	\$ 323.85	\$ 340.04
Data Processing Manager	\$ 53.10	\$ 55.76	\$ 58.54	\$ 61.47	\$ 64.54
Electric Systems Supervisor	\$ 343.47	\$ 360.65	\$ 378.68	\$ 397.61	\$ 417.49
Electric Utility Rate Analyst	\$ 548.96	\$ 576.41	\$ 605.23	\$ 635.49	\$ 667.27
Electric Utility Superintendent	\$ 621.55	\$ 652.63	\$ 685.26	\$ 719.52	\$ 755.50
Electrical Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet and Facilities Manager	\$ 193.64	\$ 203.33	\$ 213.49	\$ 224.17	\$ 235.37
Information Systems Coordinator	\$ 276.49	\$ 290.32	\$ 304.83	\$ 320.07	\$ 336.08
Information Systems Manager	\$ 259.71	\$ 272.69	\$ 286.33	\$ 300.64	\$ 315.68
Management Analyst I	\$ 239.32	\$ 251.29	\$ 263.85	\$ 277.04	\$ 290.89
Management Analyst II	\$ 179.67	\$ 188.65	\$ 198.09	\$ 207.99	\$ 218.39
Management Analyst Trainee	\$ 217.56	\$ 228.44	\$ 239.86	\$ 251.85	\$ 264.45
Manager, Business Planning & Marketing	\$ 336.16	\$ 352.97	\$ 370.62	\$ 389.15	\$ 408.61
Manager, Electric Services	\$ 691.81	\$ 726.40	\$ 762.73	\$ 800.86	\$ 840.90
Manager, Engineering and Operations	\$ 520.00	\$ 546.00	\$ 573.30	\$ 601.97	\$ 632.06
Manager, Rates and Resources	\$ 722.15	\$ 758.26	\$ 796.17	\$ 835.98	\$ 877.78
Network Administrator	\$ 512.14	\$ 537.75	\$ 564.63	\$ 592.86	\$ 622.51
Park Superintendent	\$ 193.65	\$ 203.33	\$ 213.50	\$ 224.18	\$ 235.39
Police Volunteer Supervisor	\$ 272.51	\$ 286.13	\$ 300.44	\$ 315.46	\$ 331.24
Purchasing Officer	\$ 493.99	\$ 518.69	\$ 544.62	\$ 571.86	\$ 600.45
Recreation Supervisor	\$ 267.97	\$ 281.37	\$ 295.44	\$ 310.21	\$ 325.72
Senior Civil Engineer	\$ 247.59	\$ 259.97	\$ 272.97	\$ 286.61	\$ 300.95
Senior Electric Utility Rate Analyst	\$ 497.86	\$ 522.75	\$ 548.89	\$ 576.33	\$ 605.15
Senior Planner	\$ 212.37	\$ 222.99	\$ 234.14	\$ 245.85	\$ 258.14
Senior Programmer Analyst	\$ 317.28	\$ 333.14	\$ 349.80	\$ 367.29	\$ 385.65
Senior Services Coordinator	\$ 268.28	\$ 281.69	\$ 295.77	\$ 310.56	\$ 326.09
Senior Traffic Engineer	\$ 247.59	\$ 259.97	\$ 272.97	\$ 286.61	\$ 300.95
Street Contracts Administrator	\$ 168.39	\$ 176.81	\$ 185.65	\$ 194.93	\$ 204.68
Street Superintendent	\$ 193.65	\$ 203.33	\$ 213.50	\$ 224.18	\$ 235.39
Supervising Librarian	\$ 170.38	\$ 178.90	\$ 187.85	\$ 197.24	\$ 207.10
Transportation Manager	\$ 193.65	\$ 203.33	\$ 213.50	\$ 224.18	\$ 235.39
Utility Operations Supervisor	\$ 763.55	\$ 801.73	\$ 841.81	\$ 883.90	\$ 928.10

Water/Wastewater Superintendent	\$ 287.57	\$ 301.95	\$ 317.05	\$ 332.90	\$ 349.55
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