MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

LODI CITY MID-MANAGEMENT ASSOCIATION

JANUARY 1, 2014 – DECEMBER 31, 2014

MID-MANAGEMENT

ASSISTANT ENGINEER
ASSISTANT ENGINEER/PLANS EXAMINER
ASSISTANT PLANNER
ASSOCIATE CIVIL ENGINEER
ASSOCIATE PLANNER
BUILDING OFFICIAL
CHIEF WATER PLANT OPERATOR
COMMUNITY CENTER MANAGER
COMPLIANCE ENGINEER
CONSTRUCTION PROJECT MANAGER
DEPUTY PUBLIC WORKS DIRECTOR – CITY ENGINEER
DEPUTY PUBLIC WORKS DIRECTOR – UTILITIES
ELECTRIC SUPERINTENDENT
ELECTRIC UTILITY RATE ANALYST
INFORMATION SYSTEMS MANAGER
LIBRARIAN I/II
LITERACY/VOLUNTEER MANAGER
MANAGEMENT ANALYST
MANAGER, ENGINEERING & OPERATIONS
NEIGHBORHOOD SERVICES MANAGER
NETWORK ADMINISTRATOR
PARK SUPERINTENDENT
RATES & RESOURCES MANAGER
RECREATION MANAGER
RECREATION SUPERINTENDENT
SENIOR CIVIL ENGINEER
SENIOR PLANNER
SENIOR POWER ENGINEER
SENIOR PROGRAMMER/ ANALYST
SUPERVISING ACCOUNTANT
TRANSPORTATION MANAGER/ SR. TRAFFIC ENGINEER
UTILITY SUPERINTENDENT
WASTEWATER PLANT SUPERINTENDENT

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ARTICLE I - SALARY AND TERM

1.1 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase, or a one time restoration payment that is greater than the Base Payment of $2,300 received by LCMMA per Article 1.5 of this MOU (excluding step increases or the equivalent) or a higher value medical and/or retirement benefit (except IBEW EMPLOYEE SHARE OF retirement and IBEW MEDICAL CAP IMPLEMENTATION) applicable to all members of the group for the MOU negotiated (or last best and final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by council, this unit will receive the same benefit.

1.2 Salary shall be as noted in Attachment A.

1.3 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of $150.00. The City Manager has the discretion in determining eligible languages.

1.4 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA or by other means permitted by the Meyers Milias Brown Act. The term of the MOU shall be January 1, 2014 through December 31, 2014.

Negotiations will commence no later than October 31, 2014.

1.5 City shall provide a one-time payment of $2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this MOU by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of the approval of this MOU by the City Council.

ARTICLE II - OPERATOR D-5 INCENTIVE

2.1 The City agrees to provide the Utility Superintendent an incentive of $40.00 per month in recognition of his possession of Water Distribution Operator, Grade D-5 certificate. This incentive is limited to employees hired prior to February 2, 2012.

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 3.0% of base salary.

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 deposited into the Plan will be forfeited as required by the plan and or applicable law.

ARTICLE V - CHIROPRACTIC

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

ARTICLE VI – OVERTIME

6.1 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.

6.2 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.

6.3 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.

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

ARTICLE VII - RETIREMENT

7.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits for employees deemed to be "classic" employees by PERS:

Miscellaneous 2% @ 55 plan

- 1957 Survivors Benefit
- 1959 (Plus 25%) Survivors Benefit
- Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%
- 50% survivors continuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS (7%) in its annual actuarial valuation

7.2 Employees shall receive the following retirement benefits for employees deemed to be "new" employees under the Public Employee's Pension Reform Act of 2013 (PEPRA):

Miscellaneous 2% @ 62 plan

- 1957 Survivors Benefit
- 1959 (Plus 25%) Survivors Benefit
- Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%
- 50% survivors continuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

ARTICLE VIII - VACATION LEAVE

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

Beginning with:
Date of Hire: 3.08 hours per pay period
6th year 4.62 hours per pay period
12th year 5.23 hours per pay period

15th year 6.16 hours per pay period
21st year 6.47 hours per pay period
22nd year 6.78 hours per pay period
23rd year 7.09 hours per pay period
24th year 7.40 hours per pay period
25th year 7.71 hours per pay period

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

Beginning with:
Date of Hire: 3.08 hours per pay period
6th year 4.62 hours per pay period
12th year 5.23 hours per pay period
15th year/above 6.16 hours per pay period

8.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 8.1, or 8.2, depending on their initial employment with the City of Lodi.

8.4 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 two calendar years unless authorized by the City Manager.

ARTICLE IX - ADMINISTRATIVE LEAVE

9.1 Employees will be given eighty (80) hours of administrative leave per calendar year. Balances must be used prior to December 30 or they will be lost.

9.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

9.3 Employees separating mid-year will receive a cash payout for unused Administrative Leave on a prorated basis in accordance with 9.2.

9.4 Employees are eligible to cash out up to sixty (60) 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 Division.

ARTICLE X – HOLIDAYS

10.1 All employees shall receive 36 floating hours and the following nine and one half fixed holidays:

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- 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 (half working day) December 24
- Christmas Day December 25

10.2 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.

10.3 Electric Utility Mid-Management employees shall receive 45 floating hours and the following eight and one-half fixed holidays:

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- 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 (half working day) December 24
- Christmas Day December 25

10. 4 Holiday hours may not be carried into the following calendar year.

10.5 If hired or separated mid-year, employee shall be credited or debited with floating hours per the following schedule:

Four Floating Holidays:

Month Hired or Separated	Hours Added	Hours Subtracted
Jan Feb March	36	27
April May June	27	18
July Aug Sept	18	9
Oct Nov Dec	9	0

ARTICLE XI - SICK LEAVE

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

ARTICLE XII - SICK LEAVE CONVERSION

12.1 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, subject to the cap shown in Article XIII. 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, Vision, and/or Chiropractic 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, subject to the cap in Article XIII. 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.

12.2 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 SERVICE CREDIT".

12.3 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 12.1.

12.4 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.

12.5 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.

12.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.

12.7 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.

12.8 A retiree or surviving dependent may purchase dental, vision, and/or Chiropractic insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XIII – MEDICAL INSURANCE

13.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1 2014. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional $692.81 per month for family or $532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for this provision at the rate of $305.22. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay all medical costs in excess of the cap reference above.

13.2 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.

13.3 The City intends to propose a Cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

ARTICLE XIV - DENTAL INSURANCE

14.1 Employees are provided fully paid family dental insurance.

14.2 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 XV - VISION INSURANCE

15.1 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 XVI - LIFE INSURANCE

16.1 Employees are provided with a life insurance program providing for 2 times the annual salary to a maximum of $250,000. The amount of insurance to reduce to 65% after the 70th birthday but before the 75th birthday. The amount of life insurance after the 75th birthday is reduced to 50%. In addition, a spouse will be covered for $1,500. Dependent children between the ages of birth through the 20th birthday will be covered for $1,500.

ARTICLE XVII - LONG-TERM DISABILITY INSURANCE

17.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3 percent to a maximum of $10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City's Policy on Long Term Disability. The maximum length of coverage is three (3) years from date of disability.

ARTICLE XVIII - LEAVES AND LEAVES OF ABSENCE

18.1 A leave of absence may be granted for a specified period of time (not to exceed one year) with or without pay, for an employee to be absent from duty for a specified purpose. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and the duration of such leave.

The granting of a leave of absence provides the employee the right to return to the same position or a position similar to the one vacated.

Requests for leave of absences for medical reasons must be accompanied by the appropriate health care practitioner's documentation.

A leave of absence shall not constitute a break in service for purposes of the City of Lodi's service award, nor shall it impair an employee's status as a regular full-time employee. An employee returning to employment after a leave of absence shall retain the same status and shall be placed at the same salary step in the pay range in effect for the class as the employee received when the leave of absence commenced.

Employees shall not be entitled to a leave of absence as a matter of right (except as provided by Federal or State law), but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. Failure on the part of the employee on leave to report promptly at its expiration, or at a reasonable time after notice to return to duty, shall be considered abandonment of position.

The approval of a leave of absence is subject, but not limited to a number of considerations such as length of employment, performance record, reasons for the leave of absence, the effect of the absence on the department, and duration of the leave of absence.

P.E.R.S. contributions will continue to be made as long as an employee continues to receive compensation from his/her accumulated leave balances. The amount of the contributions will vary according to the amount of compensation being received from the accumulated leave balances.

While an employee is on a leave of absence, he/she may receive compensation from his/her accumulated leave balances in accordance with applicable City policies. The amount of compensation received from these balances determines the employee's pay status.

18.2 An employee is on pay status when they are receiving compensation from his/her accumulated leave balances. To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period. The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.

18.3 A leave of absence with pay is when an employee is considered to be in a pay status. An employee in a pay status will continue to receive all benefits including leave accruals.

18.4 A leave of absence without pay is determined as such when an employee is no longer in a pay status or has exhausted all accumulated leave balances (according to applicable City policies).

A leave of absence without pay shall constitute a break in service for the purposes of determining benefit eligibility, performance evaluation and subsequent merit increase eligibility time frames if the employee is not on pay status at the rate equivalent to hours worked in at least one half of a pay period. The length of such leave to the nearest pay period shall be deducted from service credit.

Failure of an employee to return to his/her employment upon the termination of any leave of absence may result in the employee being required to reimburse the City for health insurance premiums paid by the City during the leave. For reasons other than disability, employees and their dependents may continue their health/medical insurance by paying the premiums for such time as the employee is in a leave without pay status.

All employees granted a leave of absence without pay may have his/her personnel action date extended by the amount of the leave of absence, if such absence is greater than one pay period

18.5 All leaves of absence shall be requested in writing by the employee and shall require written approval by the Department Head. In addition to Department Head approval, leaves of absence without pay shall be approved by the City Manager. All requests shall be routed through the Human Resources Division and must include the following information:

(1) Employee identification information such as employee number, class title, etc.;
(2) Dates of commencement and expiration; and
(3) Reason for absence.

18.6 A Personnel Action Form shall be submitted by the respective department to the Human Resources Division for all leaves of absence without pay with a duration greater than one full pay period. The form should be submitted prior to the commencement of such leave and immediately upon or prior to the employee's return to work.

18.7 All employees must have timesheets/cards submitted to payroll during leaves of absence indicating the type and amount of accumulated leave balance(s) to be charged. An employee on a leave of absence without pay should submit his/her timesheet/card indicating such status.

ARTICLE XIX – TUITION REIMBURSEMENT

19.1 Participation is limited to full-time regular employees of the City of Lodi.

19.2 City shall reimburse employees the cost of tuition and books (including software) upon the satisfactory completion of job related coursework.

Employees must maintain continuous service from the date a course begins to the date of its completion.

Employees shall not be eligible for reimbursement when a course is paid for by another source.

1) Employees shall receive up to a maximum of $3,000 per fiscal year (including books and software), to be paid upon the satisfactory completion of course work.

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. You cannot request reimbursement for a course in a fiscal year that the course did not end. For example: if you complete a class in June, but not request reimbursement until August, funds for your reimbursement would be derived from the previous fiscal year.

Course work must be part of a program of study towards obtaining an Associate of Arts, Bachelor's, or any higher degree. The college or university must be accredited from one of the eight regional accredited associations listed below:

- Middle States Association of Colleges and Schools Middle States Commission on Higher Education
- New England Association of Schools and Colleges Commission on Institutions of Higher Education
- New England Association of Schools and Colleges Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools The Higher Learning Commission
- Northwest Commission on Colleges and Universities
- Southern Association of Colleges and Schools Commission on Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities

19.3 Courses should pertain to an employee's career field, thus enhancing his/her career advancement opportunities and job skills. Courses related to an employee's job duties and responsibilities must exceed the educational level required to qualify for the employee's current classification.

19.4 Prior to enrollment in a course, the employee shall submit an application for participation in this program to his/her Department Head.

The Department Head shall review the application and determine eligibility according to the Tuition Reimbursement policy and the appropriate memorandum of understanding. If the application is denied, a letter shall be sent by the Department Head to the employee explaining why it has been disapproved. If the application is approved, the Department Head shall sign the application and return it to the employee, who shall be responsible to retain it until the course is completed.

Upon completion of the course of instruction, the employee shall submit to the Department Head evidence of satisfactory completion (grade of "C" or equivalent or better). For ungraded courses, a statement from the school or the instructor must indicate successful completion of the course. This shall be accomplished within 60 calendar days of the completion of the course. In the event that such cannot be furnished within this time period, the employee shall provide a written statement explaining the reason for the delay.

The Department Head shall then authorize payment of the appropriate reimbursement.

The completed application, receipts, and evidence of grade shall be forwarded to Human Resources for approval. Once approved by Human Resources the packet will be

forwarded to the Finance Division and a reimbursement check shall be issued to the employee.

19.5 Participation in courses must not be during regular work hours and must not result in reducing either the normal work week of the employee or the quality and quantity of his/her services to the City; except that the City may grant time off for attendance at courses during working hours if the course is given at no other times and if such time off does not disturb normal City operations. The best interests of the City shall at all times be the determining factor in the consideration of such time off.

Employees must complete courses within the regulation period of time allowed for them by the school or professional organization.

Participation in this program is to be considered a privilege rather than a right of the employee.

The City reserves the right to disapprove reimbursement for courses if the course requested is available at a substantially lower cost at a local school or college.

ARTICLE XX – PROBATION

20.1 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 XXI - PERSONAL LIABILITY

21.1 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 XXII - GRIEVANCE PROCEDURE

22.1 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.

22.2 Class action Grievances shall be submitted in writing from the LCMMA's President to the City Manager or vice versa.

22.3 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.

22.4 STEP TWO

If a grievance is not resolved in Step One, Step Two 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 Two shall be taken within fifteen work days of the date of the answer in Step One.

ARTICLE XXIII - DISCIPLINARY PROCEDURE & PROCEEDINGS

23.1 In order to establish employee standards of conduct and work performance that are consistent with the efficient and effective delivery of public services, this section outlines those circumstances under which disciplinary action may be required.

23.2 The following may be causes for disciplinary action including, but not limited to, written reprimand, demotion, suspension, or discharge of any employee. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and there may arise instances of unacceptable behavior not included in this list.

A. Improper or unauthorized use or abuse of sick leave.

B. Inability to maintain regular and consistent attendance, which prevents the reasonable availability for assigned duties.

C. Absence without authorized leave; repeated tardiness to assigned work, 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 any City rule or policy.

E. Insubordination.

F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.

G. Conviction of a felony or a 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 is 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; for example, fighting, using profanity, intimidation, or abusive and 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 duty hours, which is of such a nature that it causes discredit to the City or one of its operating practices.

O. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.

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 to accept and carry out reasonable and proper assignment from an authorized supervisor.

R. Intoxication, incapacity or possession or use of controlled substances or alcohol on City property and/or at the worksite.

S. Failure to obtain or maintain possession of the minimum qualifications for the position.

T. 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.

U. Unauthorized release or use of confidential information or official records.

V. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.

W. Inability to perform the duties of his/her job.

X. Dishonesty.

Y. Possession of firearms on the job (except for law enforcement personnel).

Z. Sleeping on the job.

AA. Theft.

BB. Retaliation for actions protected by law.

CC. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.

DD. Threats of violence against City employees and/or City property.

EE. Violation of the Fair Political Practices Act.

23.3 PERSONS WHO MAY TAKE DISCIPLINARY ACTION. The City Manager or any Department Director or designee may take disciplinary action against an employee.

23.4 CONSIDERATIONS IN THE DETERMINATION OF TYPE OF DISCIPLINARY ACTION. Where appropriate, the City practices a progressive disciplinary process. The considerations used in determining the type of disciplinary action shall be considered on a case-by-case basis. Such considerations shall include, but not be limited to: the employee's work history and performance record; the nature and severity of the infraction; aggravating and mitigating circumstances associated with the offense; and any extenuating factors.

23.5 TYPES OF DISCIPLINARY ACTION. The types of disciplinary action that may be taken shall include but not be limited to oral reprimand, written reprimand, demotion, suspension, reduction in pay and dismissal.

23.6 NOTICE OF DISCIPLINARY ACTION. Those disciplinary actions beyond an oral reprimand shall be in writing and include the following:

A. The causes/reasons for the disciplinary action, which may include the performance expectations, rules, regulations or policies that have been violated.

B. The effective date(s) of the disciplinary action.

C. Any rights of appeal.

23.7 APPEAL OF DISCIPLINARY ACTION. An employee shall have the right to appeal any disciplinary action through the appropriate chain of command. The appeal process shall be composed of the following steps:

A. An appeal shall be submitted in writing to the person who proposed and enacted the discipline within fifteen (15) business days of the date of notification for disciplinary action.

B. The person who proposed and enacted the discipline shall respond in writing within fifteen (15) business days of the date of receipt of the employee's appeal.

C. If resolution is not achieved at that level, the employee may submit an appeal in writing to the Department Director within fifteen (15) business days of the date of the supervisor's response.

D. The Department Director shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.

E. If resolution is not achieved with the Department Director, the employee may submit an appeal in writing to the City Manager within fifteen (15) business days of the date of the Department Director's response.

F. The City Manager shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.

G. If resolution is not achieved with the City Manager, the employee may submit a request in writing to the City Clerk for the Personnel Board of Review to hear a review of the case within fifteen (15) business days of the date of the City Manager's response.

H. A hearing by the Personnel Board of Review shall be scheduled within fifteen (15) business days of the date of receipt of the request by the City Clerk. The hearing by the Board shall be a public hearing, unless the employee desires a closed hearing.

I. The Personnel Board of Review shall have the ability to rule on the factual basis of the offense and the severity of the punishment

J. The Personnel Board of Review shall submit a statement of opinion to the employee, City Manager, and the employee's Department Director in writing within fifteen (15) business days of the hearing. The decision of the Board shall be advisory to the City Manager.

K. Final Notice of Disciplinary Action: Following review of the Personnel Board of Review'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 and the employee's appeal rights. The Final Notice of Disciplinary Action shall be provided to the employee in writing within 15 days of receipt of the Personnel Board of Review's Statement of Opinion. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.

L. Failure, by either party to respond in a timely manner would result in judgment for the opposing party.

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

23.9 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.

23.10 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.

ARTICLE XXIV – CITY RIGHTS

24.1 It is further understood and agreed 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 XXV – EMPLOYEE REPRESENTATION

25.1 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 any ambiguity will policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to). The terms and conditions of

employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. 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 XXVI – SEVERABILITY

26.1 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-Management Positions

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Assistant Engineer	51	5284.75	5548.99	5826.44	6117.76	6423.64
Assistant Engineer/Plans Examiner	52	5284.75	5548.99	5826.44	6117.76	6423.64
Assistant Planner	56	4312.81	4528.45	4754.87	4992.61	5242.24
Associate Civil Engineer	66	5813.22	6103.88	6409.07	6729.53	7066.00
Associate Planner	68	4744.09	4981.30	5230.36	5491.88	5766.47
Building Official	87	6885.38	7229.59	7591.09	7970.59	8369.18
Chief Water Plant Operator	363	5009.46	5259.93	5522.93	5799.07	6089.03
Community Center Manager	11	4897.43	5142.30	5399.42	5669.39	5952.85
Compliance Engineer	65	5813.22	6103.88	6409.07	6729.53	7066.00
Construction Project Manager	442	5299.02	5563.97	5842.16	6134.28	6440.99
Deputy Public Works Director - City Engineer	46	9065.32	9518.58	9994.49	10494.24	11012.40
Deputy Public Works Director- Utilities	47	9065.32	9518.58	9994.49	10494.24	11012.40
Electric Superintendent	173	8227.03	8638.38	9070.30	9523.81	10000.00
Electric Utility Rate Analyst	418	6012.43	6313.13	6628.75	6960.15	7308.23
Information Systems Manager	15	6774.18	7112.89	7468.54	7841.96	8234.06
Librarian I	220	4107.43	4312.80	4528.44	4754.86	4992.61
Librarian II	222	4518.18	4744.09	4981.29	5230.36	5491.87
Literacy/Volunteer Manager	229	3624.41	3805.63	3995.92	4194.49	4405.49
Management Analyst	438	4776.43	5015.25	5265.96	5529.36	5805.78
Manager, Engineering & Operations	63	9461.08	9934.13	10430.84	10952.38	11500.00
Neighborhood Services Manager	158	6887.27	7231.54	7593.17	7972.82	8371.47
Network Administrator	122	5891.81	6186.37	6495.64	6820.41	7161.47
Park Superintendent	285	5911.63	6207.21	6517.57	6843.45	7185.62
Rates and Resources Manager	167	8227.03	8638.38	9070.30	9523.81	10000.00
Recreation Manager	334	4452.16	4674.80	4908.59	5154.01	5411.68
Recreation Superintendent	338	4897.42	5142.30	5399.41	5669.38	5952.85
Senior Civil Engineer	155	6558.36	6886.48	7230.74	7592.48	7971.70
Senior Planner	209	5777.98	6066.91	6370.20	6688.77	7023.19
Senior Power Engineer	149	7356.09	7723.79	8109.36	8515.05	8940.86
Senior Programmer/Analyst	134	5355.35	5623.09	5904.20	6199.40	6509.41
Supervising Accountant	342	5647.31	5929.67	6226.16	6537.47	6864.34
Transportation Manager/Sr. Traffic Engineer	43	6559.00	6887.15	7231.44	7593.20	7972.46
Utility Superintendent	384	6495.98	6820.78	7161.81	7519.90	7895.90
Wastewater Plant Superintendent	385	6120.87	6426.83	6748.22	7085.64	7439.90

CITY OF LODI,
a Municipal corporation

KONRADT BARTLAM D Stephen Schwabauer
City Manager

Date: 2/18/14

JORDAN AYERS
Deputy City Manager

Date: 2/18/14

LODI CITY MID-MANAGEMENT ASSN.

GARY WIMAN
President

Date: 2/18/14

JULIA TYACK
Secretary

Date: 2/18/14

Attest:

RANDI JOHL-OLSON
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER Janice D. Magdich
City Attorney (Interim)