

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MADERA  
AND  
THE MID-MANAGEMENT EMPLOYEE GROUP

Effective July 1, 2015 to June 30, 2018

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## **Article I - Introduction**

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Mid-Management Employee Group, hereinafter referred to as the Group having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

The purpose of this MOU is to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and members of the Group. It is also intended to provide an equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

## **Article 2 - Full Understanding**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall prevail and the City Council retains its power to legislate or take other appropriate actions not in conflict with this MOU.

Except for emergencies, the Group, if affected, shall be given reasonable advance written notice of proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

## **Article 3 - Discrimination**

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of race, ancestry, religious creed, color, national origin, sex, pregnancy, marital status, sexual orientation, medical condition, mental or physical disability, Veteran's status, request for family medical leave political opinion or affiliation, or association membership or activity; and, to the extent prohibited by applicable law, there shall be no discrimination because of age.

## **Article 4 - Employee and Employer Rights**

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

It is agreed that during the term of this MOU the City shall not be required to meet and confer on matters, which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods; or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and to require compliance therewith.
7. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise disciplining employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and the specific provisions of this MOU.
10. All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

#### **Article 5 - Salaries and Benefits**

The salary schedule attached as Exhibit A reflects the salary plan to be effective the first paycheck following 7/1/2015. This salary plan reflects an adjustment to market median for any position not currently at market median based on the results of the completed compensation study. Additionally, this salary plan reflects a 5% cost of living adjustment for all positions after the market adjustment.

Effective the first paycheck on or after 7/1/2016, all employees represented by this bargaining unit will receive a 3% cost of living adjustment.

Effective the first paycheck on or after 7/1/2017, all employees represented by this bargaining unit will receive a 3% cost of living adjustment.

After an employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a 'Y' step. The Y step equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached the Y step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

#### **Article 7 - Overtime**

All positions in the Mid-Management Group are exempt from overtime under either the 'Executive', 'Professional' or 'Administrative' exemption under the Fair Labor Standards Act (FLSA). In recognition of the fact that overtime is an expected and normal part of the duties of these classes, without the benefit of overtime pay or compensatory time off, five days (40 Hours) of Administrative Leave will be credited on the books at the beginning of a fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked, over those scheduled.

For employees who promote from the General Bargaining Unit to the Mid Management Bargaining Unit and have Compensatory Time Off (CTO) on the books, the annual CTO cash out provision of the General Bargaining Unit MOU shall apply for one year following the date of promotion. Specifically, the employee may request an annual cash out of CTO in writing to the payroll department no later than August 31 of each year to be paid the second payroll in September.

Generally, a regular workweek shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing City Personnel Rules and Regulations. Work schedules may be 5/8s, 4/10s or a 9/80 schedule. Authority to work a 4/10 or 9/80 schedule will be granted with the approval of the City Administrator and the Department Head provided public service hours are not adversely impacted and customer service is maintained. Employees approved to work a 4/10 or 9/80 work schedule must commit to that work schedule for at least one year unless an unforeseen emergency dictates a return to his/her prior work schedule. Any request to modify an approved 4/10 or 9/80 work schedule must also include a commitment to maintain the modification for at least one year. Requests to discontinue a 4/10 or 9/80 work schedule within one year of approval and all requests to modify a 4/10 or 9/80 work schedule must be approved by the City Administrator and Department Head.

### **Article 8 - Holidays**

The parties agree that the following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day..

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Years Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day. If an employee is required to work a special mandatory event on a paid holiday, the paid holiday may be shifted within the same pay period to a date approved by the applicable Department Head. This is not meant to address situations in which an employee may work on a paid holiday to catch up on work or finish a project that is due, but is instead meant to capture such instances as the Parks Department's 4<sup>th</sup> of July event in which employee attendance is mandatory and necessary for the success of the event. In these instances, the event is known

in advance and all arrangements should be made in advance. It is the employee's responsibility to request of his/her Department Head the appropriate day within the same pay period to shift the paid holiday to. If arrangements are not made prior to the end of the pay period in which the paid holiday occurs, the employee may not shift the paid holiday to a subsequent pay period.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

### **Article 9 - Anniversary Date**

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

### **Article 10 - Vacation**

Group employees earn vacation credits, dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs. =	3.6923 hrs. per pay period
5 through 9 yrs. =	4.6156 hrs. per pay period
10 through 14 yrs. =	5.5384 hrs. per pay period
15 through 19 yrs. =	6.1538 hrs. per pay period
20 plus yrs. =	6.4615 hrs. per pay period

Vacation may be used after completing six months of continuous service. The maximum vacation employees in this group are allowed to accumulate is 360 hours.

Employees represented by this bargaining unit may request to cash out up to 40 hours of vacation each fiscal year. To be eligible for such cash out provision, employees must make their request in writing to the payroll department no later than August 31 of each year for cash out to be paid the second payroll in September. Additionally, employees must have a vacation balance of at least 160 hours to request a cash out.

### **Article 11 - Education Reimbursement Plan**

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and City Administration and a minimum passing grade of "C" as follows:

- Books: 100%
- Tuition: 100%
- No mileage reimbursement allowed

The 100% reimbursement is limited to a total of \$1800 per fiscal year. Reimbursement request must be submitted to the Human Resources Department no later than 45 days after completion of the course.

Scheduled time off for classes not offered during off work time must use compensatory, administrative or vacation time, not to exceed six (6) hours per week.

### **Article 12 - Bilingual Pay**

Eligibility for bilingual pay will be based on employee proficiency determined by testing. The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three.

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Service with a proficiency rating of either level four or five.

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six.

Compensation for the bilingual Tier system shall be as follows:

Tier # 1 \$150 per month                      Tier # 2 \$200 per month                      Tier # 3 \$250 per month

The employees currently receiving bilingual' incentive pay shall continue to receive \$50.00 per month unless they pass the CPS proficiency test at the designated level.

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. \$150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$250 per month

### **Article 13 - Mileage Reimbursement**

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

## Article 14 - Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

Employees hired/promoted to the Mid-Management Group prior to 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% Of Leave
5 (min)	10	13	28
6	12.5	14	29
7	15	15	30
8	17.5	16	34
9	20	17	38
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employees hired/promoted to Mid-Management 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not, eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS service credit.

## Article 15 - Family Sick Leave

Sick Leave may be used up to the limit of forty-eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
  - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
  - 1.2. Spouse or Registered Domestic Partner
  - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
  - 1.4. Grandparent
  - 1.5. Grandchild.
  - 1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
  - 2.1. A temporary restraining order or restraining order.
  - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

This time is part of, not in addition to, the 12 days (96 Hours) of sick leave earned per year.

#### **Article 16 – Bereavement Leave**

When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave. Such time will be charged to sick leave or vacation leave at the employee's discretion. The immediate family is defined as current spouse, child, parent, brother sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

#### **Article 17 – Military Leave**

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

**Active Duty:** Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

### **Article 18 - Insurance Benefits**

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each of 24 pay periods per calendar year provided an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in

health insurance benefits if they provide evidence of other coverage. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1352.05
EE+Family	1970.04

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 for which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

#### **Article 19 – Retiree Paid Insurance Benefits**

The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever come first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan.

#### **Article 20 - Workers' Compensation**

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If the employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during the work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

## **Article 21 – Safety Boots**

A safety boot allowance of \$150.00 shall be provided annually with the second paycheck in July to the following nine (9) positions:

Electrical and Facilities Operations Manager  
Fleet Operations Manager  
Wastewater Treatment Plant Manager  
Water and Sewer Operations Manager  
Street & Storm Drainage Operations Manager  
Equipment Shop Supervisor  
Streets and Storm Drainage Supervisor  
Wastewater Collection System Supervisor  
Water System Supervisor  
Parks Supervisor

Employees who are hired into the above positions during the year shall receive a pro-rated paycheck based on the remaining number of months in the year. This equipment is to be worn at all times while performing City duties, except as authorized by the employee's department head.

Safety boots are classified by the Internal Revenue Service as supplemental wages and are subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

## **Article 22 - Retirement Plan**

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

### **Miscellaneous Employees**

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

### **Article 23 - Deferred Compensation Plan**

For members of this Group, the City pays an amount equal to 4.2% (rounded up or down) of the employee's salary into the deferred compensation plan.

### **Article 24 - Notary Public Services**

Employee(s) so assigned will be required to comply with City requirements in providing such service.

Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance of certification, and not use the service for other than City Business or for City employees, or be paid an allowance of five dollars (\$5.00) per month.

### **Article 25 – Temporary Assignment to Perform Duties of a Higher Classification**

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

### **Article 26 - Grievance Procedure**

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This

written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

### **Article 27 - Corrective/Disciplinary Actions**

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

#### Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

### **Types of Corrective/Disciplinary Action**

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

**Counseling:** An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of

standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

**Retraining:** A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

**Oral Reprimand:** A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

**Written Reprimand:** A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

**Disciplinary Suspension:** An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

**Disciplinary Salary Reduction:** A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

**Disciplinary Demotion:** A change in status from a position in one classification to a position in a classification with a lower maximum salary.

**Termination:** Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

### **Article 28 - Unwritten Conditions**

All other conditions of employment shall not be affected by the absence of comment in this agreement.

### **Article 29 - Notice of Future Meet and Confer**

The Group shall serve upon the City Administrator a written request to meet and confer no later than May 1, 2018, to initiate improvements or changes in wages, hours or other terms and conditions of employment for members of the Group, which would take effect on or after July 1, of 2018. Such a request shall contain all of the changes in wages, hours, and other terms and conditions of employment proposed by the Group to take effect on or after July 1st of the Fiscal Year.

### **Article 30 – Openers**

During the term of this agreement there shall be openers as follows:

- To review and make revisions to the City Code related to Civil Service and Personnel, and Personnel Rules and Regulations. Any such changes are contingent upon use of the meet and confer process to obtain a single version of these documents applying to all bargaining units.
- To meet and confer on a change in the City Wide Travel Policy.
- To meet and confer should Social Security be mandated on the City, requiring employees to be covered by this benefit.
- To meet and confer should any mandates from the State of California change the rules related to Employee/Employer Relations.
- To meet and confer each year of this agreement to negotiate employer and employee contributions toward health benefits and retirement.

### **Article 31 - Severability**

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be

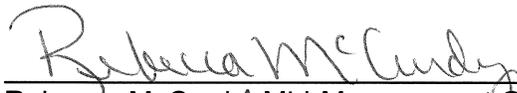
suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

**Article 32 - Term**

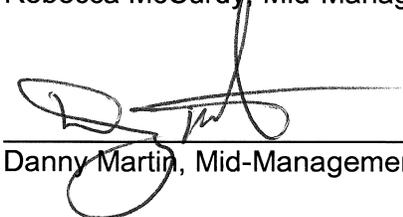
This MOU shall be effective July 1, 2015 and shall remain in full force and effect until June 30, 2018 unless otherwise identified in this agreement.

**SIGNATURES**

MID-MANAGEMENT REPRESENTATIVES

  
\_\_\_\_\_  
Rebecca McCurdy, Mid-Management Group President

6-24-15  
Date

  
\_\_\_\_\_  
Danny Martin, Mid-Management Group Vice President

6/24/15  
Date

MANAGEMENT REPRESENTATIVE

  
\_\_\_\_\_  
David R. Teoley, City Administrator

7/2/15  
Date

MID MANAGEMENT EMPLOYEE GROUP  
SALARY SCHEDULE EFFECTIVE 7/1/2015

Job Title	Monthly						
	Range	A	B	C	D	E	F
Accountant II	362	\$4,081	\$4,285	\$4,499	\$4,724	\$4,960	\$5,208
Administrative Analyst	358	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105
Assistant Engineer	377	\$4,398	\$4,618	\$4,848	\$5,091	\$5,345	\$5,613
Associate Civil Engineer	397	\$4,859	\$5,102	\$5,357	\$5,625	\$5,906	\$6,201
Associate Planner	368	\$4,205	\$4,415	\$4,636	\$4,867	\$5,111	\$5,366
Business Manager	427	\$5,643	\$5,925	\$6,222	\$6,533	\$6,859	\$7,202
Deputy City Engineer	463	\$6,753	\$7,091	\$7,445	\$7,818	\$8,208	\$8,619
Electrical and Facilities Operations Manager	421	\$5,477	\$5,751	\$6,038	\$6,340	\$6,657	\$6,990
Engineering Project Manager	419	\$5,422	\$5,694	\$5,978	\$6,277	\$6,591	\$6,921
Executive Secretary	330	\$3,479	\$3,653	\$3,835	\$4,027	\$4,228	\$4,440
Executive Secretary to City Administrator	330	\$3,479	\$3,653	\$3,835	\$4,027	\$4,228	\$4,440
Financial Services Manager	446	\$6,204	\$6,514	\$6,840	\$7,182	\$7,541	\$7,918
Fleet Operations Manager	404	\$5,032	\$5,283	\$5,547	\$5,825	\$6,116	\$6,422
Grant Analyst	358	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105
Human Resources Technician	290	\$2,850	\$2,992	\$3,142	\$3,299	\$3,464	\$3,637
Human Resources Technician II	310	\$3,148	\$3,306	\$3,471	\$3,645	\$3,827	\$4,018
Neighborhood Preservation Supervisor	380	\$4,464	\$4,687	\$4,921	\$5,168	\$5,426	\$5,697
Network Administrator	389	\$4,669	\$4,902	\$5,147	\$5,405	\$5,675	\$5,959
Paralegal Office Administrator	372	\$4,289	\$4,504	\$4,729	\$4,965	\$5,214	\$5,474
Park Planning Manager	426	\$5,615	\$5,896	\$6,191	\$6,500	\$6,825	\$7,166
Parks Supervisor	335	\$3,567	\$3,745	\$3,932	\$4,129	\$4,335	\$4,552
Procurement Services Manager	358	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105
Program Manager-Grants	366	\$4,163	\$4,371	\$4,590	\$4,819	\$5,060	\$5,313
Recreation/Community Programs Manager	390	\$4,692	\$4,927	\$5,173	\$5,432	\$5,703	\$5,989
Recreation/Community Programs Supervisor	353	\$3,902	\$4,097	\$4,301	\$4,516	\$4,742	\$4,979
Redevelopment Agency Secretary	342	\$3,693	\$3,878	\$4,072	\$4,275	\$4,489	\$4,714
Redevelopment Manager	427	\$5,643	\$5,925	\$6,222	\$6,533	\$6,859	\$7,202
Safety Officer	358	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105
Senior Civil Engineer	427	\$5,643	\$5,925	\$6,222	\$6,533	\$6,859	\$7,202
Senior Planner	429	\$5,700	\$5,985	\$6,284	\$6,598	\$6,928	\$7,274
Solid Waste Manager	353	\$3,902	\$4,097	\$4,301	\$4,516	\$4,742	\$4,979
Streets & Storm Drainage Ops. Manager	385	\$4,577	\$4,805	\$5,046	\$5,298	\$5,563	\$5,841
Streets & Storm Drainage Supervisor	340	\$3,657	\$3,839	\$4,031	\$4,233	\$4,445	\$4,667
Utility Billing Supervisor	334	\$3,549	\$3,726	\$3,913	\$4,108	\$4,314	\$4,529
Waste Water Treatment Plant Manager	420	\$5,450	\$5,722	\$6,008	\$6,309	\$6,624	\$6,955
Wastewater Collection System Supervisor	346	\$3,768	\$3,956	\$4,154	\$4,362	\$4,580	\$4,809
Water & Sewer Operations Manager	423	\$5,532	\$5,808	\$6,099	\$6,404	\$6,724	\$7,060
Water System Supervisor	365	\$4,142	\$4,349	\$4,567	\$4,795	\$5,035	\$5,287