RESOLUTION NO. 95-151

A RESOLUTION OF THE LODI CITY COUNCIL
RECEIVING MEMORANDUM OF UNDERSTANDING FOR THE
MAINTENANCE & OPERATORS (M & O) UNIT

BE IT RESOLVED, that the Lodi City Council does hereby receive the Memorandum of Understanding (MOU) for the Maintenance & Operators (M&O) Unit as shown on Exhibit A attached hereto.

Dated: December 6, 1995

I hereby certify that Resolution No. 95-151 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 6, 1995, by the following vote:

AYES: COUNCIL MEMBERS - Davenport, Pennino, Sieglock, Warner and Mann (Mayor)

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None

Jennifer M. Perrin
JENNIFER M. PERRIN
City Clerk

Exhibit A

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION

MAINTENANCE & OPERATORS UNIT

July 1, 1995 - June 30, 1998

July 1, 1995 - June 30, 1998

MAINTENANCE AND OPERATORS UNIT

ARTICLE I - EMPLOYEE REPRESENTATION

1.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the San Joaquin Public Employees Association (hereinafter referred to as "SJPEA"), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by SJPEA. Those classifications are as follows:

- Building Maintenance Worker
- Building Service Worker
- Chief Wastewater Plant Operator
- Equipment Maintenance Supervisor
- Equipment Parts Coordinator
- Equipment Service Worker
- Heavy Equipment Mechanic
- Laboratory Services Supervisor
- Laboratory Technician I
- Laboratory Technician II
- Laborer
- Lead Equipment Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Park Maintenance Worker I
- Park Maintenance Worker II
- Park Maintenance Worker III
- Park Ranger II

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. Park Supervisor
. Plant and Equipment Mechanic
. Senior Building Maintenance Worker
. Senior Park Ranger
. Senior Tree Trimmer
. Street Maintenance Worker III
. Street Supervisor
. Street Sweeper Operator
. Tree Trimmer
. Wastewater Plant Operator I
. Wastewater Plant Operator II
. Water/Wastewater Inspector
. Water/Wastewater Maintenance Worker III
. Water/Wastewater Supervisor
. Welder - Mechanic

1.2 The City shall grant dues deduction to City employees who are members of the SJPEA in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employer-Employee Relations Resolution."

The SJPEA shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of said employee organization's dues. In addition, the SJPEA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

1.3 Effective upon adoption of this Memorandum and for the purposes of continued certification of SJPEA as the recognized employee organization for this unit, employees in this unit who are members or hereafter become members of SJPEA shall maintain membership with SJPEA for the life of this Memorandum, except that any unit employee may withdraw from membership not earlier than ninety (90) days nor less than sixty (60) days from the expiration of this Memorandum. Such withdrawal must be in writing and delivered the Finance Department. A copy of the request shall be forwarded to SJPEA upon receipt in the Finance Department.

1.4 The City shall allow SJPEA access to city meeting facilities at no cost to SJPEA subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate City official and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.

1.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.

ARTICLE II - GRIEVANCE PROCEDURE

2.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the SJPEA and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the SJPEA involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term "party" means an employee, the SJPEA, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

2.2 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, Letters of Agreement, and/or formal interpretations and clarifications executed by SJPEA and the City.

b. Discharge, demotion, suspension or discipline of an individual employee.

c. Disputes as to whether a matter is proper subject for the Grievance Procedure.

d. Disputes which may be of a "class action" nature filed on behalf of the SJPEA or the City. Class action grievances shall be in writing from the SJPEA to the City Manager or vice versa.

2.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work 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.

2.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.

2.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.

2.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the SJPEA shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.

b. Both parties and the arbitrator may tape record the hearing.

c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.

e. The strict rules of evidence are not applicable and the hearing shall be informal.

f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.

g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.

h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.

i. The arbitration hearing will be held on the employer's premises.

j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

2.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 2.3, 2.4, 2.5, or 2.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

2.8 Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.

2.9 An employee may represent himself/herself at any step of the Grievance Procedure.

ARTICLE III - SAFETY

3.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.

ARTICLE IV - VACATION LEAVE

4.1 0 to 1 year - None. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation shall be credited to the employee's account.

1st thru 5th years:	3.08 hrs per pay period (10 days per yr.)
6th thru 11th years:	4.62 hrs per pay period (15 days per yr.)
12th thru 14th years:	5.24 hrs per pay period (17 days per yr.)
15th thru 20th years:	6.16 hrs per pay period (20 days per yr.)
21st year:	6.47 hrs per pay period (21 days per yr.)
22nd year:	6.78 hrs per pay period (22 days per yr.)
23rd year:	7.09 hrs per pay period (23 days per yr.)
24th year:	7.40 hrs per pay period (24 days per yr.)
25th year & over:	7.71 hrs per pay period (25 days per yr.)

4.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive one first choice in any scheduling period.

4.3 Vacation cannot be carried over to the subsequent calendar year in excess of the amount earned in a calendar year unless authorized by the City Manager.

4.4 For all persons hired after September 1, 1995 the maximum vacation accrual rate will be 6.16 hours per pay period.

ARTICLE V - HOLIDAYS

5.1 Members of this Unit shall observe the following holidays:

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

In addition, each employee shall be granted four (4) days of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be taken in eight (8) hour increments and cannot be carried over into the following calendar year. At the discretion of the department head, probationary employees may use holiday time in one-hour increments.

5.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

ARTICLE VI - SICK LEAVE

6.1 Full time employees shall accumulated sick leave at the rate of 3.70 hours per pay period. (12 days per year)

6.2 Sick leave may be accumulated up to an unlimited amount.

6.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy of use of sick leave for family members illnesses.

6.4 All persons hired after September 1, 1995 shall accumulate sick leave at the rate of 3.08 hours per pay period (10 days per year). These same employees will be eligible to participate in the bonus program described in Section 6.5.

6.5 If an eligible employee does not utilize more than 200 hours of sick leave during each five years of employment an additional 40 hours of vacation time will be added to the employees vacation account. The hire date of the employee shall serve as the eligibility date for this bonus.

ARTICLE VII - SICK LEAVE CONVERSION

7.1 For all unused sick leave, a represented employee with ten years of employment with the City will receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 - CONVERSION

After ten years of employment by the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 1/2% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

1800 ÷ 8 X 75% ÷ 12 = 14.06 YEARS OF COVERAGE

The City shall pay up to $275.00 per month towards the retirees medical insurance premiums. The retiree will be responsible for paying any premium amount above $275.00 per month.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 - BANK

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at $20.00.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - $20.00).

1800 X 75% X $20.00 = $27,000.00

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 - CASH OUT

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of $.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

7.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 7.1.

7.3 Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.

7.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 7.1 of this Article.

7.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after the effective date of the MOU. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of Section 7.1 the City will report to PERS they have zero hours of unused sick leave.

7.6 For employees who retire during the term of this contract or who were hired before 1975, the City contribution for Option #1 will be the same as the premium being paid by the City for such coverage for employees and dependents at the time of retirement.

ARTICLE VIII - STANDBY DUTY

8.1 Employees in the classification of Wastewater Plant Operator shall received compensation of two (2) hours straight time pay when said employees are required to be placed in a standby status.

ARTICLE IX - CATASTROPHE BANK

9.1 A catastrophe bank will be created for all unit members who by reason of verifiable long term illness or injury exhausts all employee benefits. This bank will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.

9.2 Catastrophic is defined as being a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged illness or non-industrial injury which is estimated to last for at least thirty (30) calendar days.

9.3 The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donations must be a minimum for four (4) hours and are irrevocable.

9.4 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than twelve consecutive months.

ARTICLE X - MEDICAL INSURANCE

10.1 The City agrees to make available the following medical insurance plan:

Summit V of Foundation Health (HMO)

Included in this is a pharmaceutical plan in accordance with Foundation Health Drug Program RxL. The employee will be responsible for a $10.00 co-payment for each prescription.

10.2 The City agrees to pay all costs of premiums for employees and dependents for the term of this agreement.

10.3 Employees shall be eligible for medical insurance the first day of the month next following the date the employee becomes a full-time regular employee of the City of Lodi.

10.4 The City shall pay 100% of premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.

10.5 The City agrees to pay 80% of the first $750 of chiropractic and chronic physical therapy costs per fiscal year.

10.6 The City will maintain a "flexible spending account" for each employee.

10.7 If an employee has no dependents or chooses not to cover dependents with medical insurance the City will contribute $ 25.00 per pay period to the employees deferred compensation account. If an employee elects not to be covered by medical insurance an additional $100 per month ($46.15 per pay period) will be contributed to the employees deferred compensation account.

10.8 If both the employee and the employee's spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 10.7 shall apply to the employee who is not the primary provider. Employees and family members required to pay a co-payment due to loss of dual coverage, will have co-payments reimbursed by the City of Lodi on a quarterly basis.

10.9 Should a significant number of current Primary Care Physicians and/or Specialists in Lodi IPA that are utilized by members of the Maintenance and Operators Unit fail to continue to offer their services through the Foundation Health plan Article X Section 1 shall immediately be reopened by both the City and SJPEA to insure that the needs of the membership are met by this medical plan or a new medical plan is found and offered to the membership.

ARTICLE XI - DENTAL AND VISION INSURANCE

11.1 The City agrees to provide the Delta Premier dental plan (group number 4381) to all employees and their dependents. The City shall pay the full cost for the employee dental premium and one-half the premium for dependents for the term of this agreement.

11.2 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a $25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XII - WORKERS' COMPENSATION

12.1 The City and the SJPEA mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers' Compensation shall also receive compensation from the City in such an amount that when added to the Workers' Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XIII - TEMPORARY UPGRADE

13.1 Any employee who is assigned the duties and responsibilities of any of the following classifications shall be compensated 10 percent above the salary which he or she is currently receiving, retroactively following a minimum of three days (24 work hours) of such work:

- Assistant Wastewater Treatment Supervisor
- Assistant Water/Wastewater Superintendent
- Chief Operator
- Street Supervisor
- Laboratory Services Supervisor
- Park Supervisor
- Water/Wastewater Supervisor
- Lead Equipment Mechanic
- Street Superintendent

ARTICLE XIV - DEMOTION AND LAYOFF

14.1 The classification of Maintenance Worker in the Parks & Recreation or Public Works Department will be "Y" rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in force.

ARTICLE XV - MEALS

15.1 If the City requires an employee to perform work for one and one-half (1 1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

15.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

15.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of (Section 15.1).

15.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. - 12:00 noon - 6:30 p.m.

ARTICLE XVI - TOOLS AND UNIFORM ALLOWANCE

16.1 Uniform service, including rental and cleaning of one uniform per work day, will be provided to the following Maintenance and Operators classifications:

Building Service Worker
Equipment Maintenance Supervisor
Heavy Equipment Mechanic
Laborer
Lead Equipment Mechanic
Maintenance Worker I & II
Park Maintenance Worker I
Park Maintenance Worker II
Park Maintenance Worker III
Park Supervisor
Plant & Equipment Mechanic
Sr. Building Maintenance Worker
Street Maintenance Worker III
Street Supervisor
Street Sweeper Operator
W/WW Maintenance Worker III
Water/Wastewater Inspector
Water/Wastewater Supervisor
Welder-Mechanic

Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator
Plant and Equipment Mechanic
Wastewater Plant Operator I & II

Smocks as needed, but no more than 3 are provided to:

Laboratory Services Supervisor
Laboratory Technician I and II
Water/Wastewater Inspector

Uniform as required:
Senior Park Ranger

ARTICLE XVII - LEAVES OF ABSENCE

17.1 The City and SJPEA mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.

17.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

17.3.1 City employees are entitled to use sick leave, vacation leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.

17.3.2 Employees are entitled to leave without pay or other benefits for up to four months from the date of disability for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.

17.3.3 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.

17.3.4 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to their supervisor of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

17.3.5 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits.

Employees placed in Leave Without Pay status due to disability will continue to receive a three month extension of (1) medical coverage following the month in which the employee is placed in such status. Other benefits such as (2) dental or vision insurance or medical coverage past the three-month extension period may be continued at the employee's expense.

17.4 FUNERAL LEAVE

a) Regular employees shall be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. Use of sick leave may not exceed three (3) working days.

The immediate family shall be limited to an employee's:

. spouse	. parent	. grandparent
. grandparent-in-law	. parent-in-law	. child
. grandchild	. son-in-law	. daughter-in-law
. stepchild	. brother	. sister
. half-brother	. half-sister	. foster parents

or a more distant relative who was a member of the employee's immediate household at the time of death.

b) A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

ARTICLE XVIII - JURY DUTY AND COURT APPEARANCES

18.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received.

18.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

18.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.

18.4 If an employee covered by this agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head must be notified in writing of the off duty appearance within seventy two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XIX - PROBATIONARY PERIOD

19.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

19.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

a) Vacation Leave - See Article IV for vacation schedule.
b) The use of the Grievance Procedure to grieve termination.
c) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The SJPEA shall be notified of all extensions.

19.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XX - P.E.R.S.

20.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:

a) The 2.00% at 60 formula

b) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

c) 1957 Survivor Benefit

d) The increased ordinary disability benefits which provide under P.E.R.S. a 30% benefit after five years of service increasing to a maximum 50% benefit. (Government Code, Section 21298)

e) The third level of 1959 survivor benefits

f) 50% survivor continuation in the event of death after retirement.

g) Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Government Code, Section 20862.8).

20.2 On July 6, 1991, in lieu of any other salary adjustments which otherwise may have been agreed upon in this unit, the City agreed to pay into each employee's P.E.R.S. account 7% of the employee's base salary.

ARTICLE XXI - SOCIAL SECURITY REPLACEMENT BENEFITS

The City and SJPEA agree to the implementation of the following program effective July 1, 1977.

21.1 The City shall match contributions by an employee to a deferred compensation program up to a maximum 2.5% of the employee's gross salary. Effective January 11, 1993, this percentage shall increase to 3%.

21.2 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% the first two thousand two hundred and fifty dollars ($2,250) of the employee's basic monthly earnings and 50% of the next one thousand ($1,000) of the employee's basic monthly earnings, in the event of disability. This program commences 60 days from the date of disability.

21.3 A life insurance program providing an additional $10,000 term life insurance for the employee. Said amount of insurance to reduce to $6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for $1,500 insurance. Children between the age of 14 days and 6 months shall be provided with $150 life insurance.

21.4 The City shall assume the 1.1% salary cost previously paid by the employee for long-term disability and life insurance.

ARTICLE XXII - TUITION REIMBURSEMENT AND EDUCATION INCENTIVE

22.1 The City shall provide $300.00 per fiscal year, for tuition reimbursement or the cost of tuition and books for two courses per semester for course work at a State University beyond the level of an Associate of Arts degree, to be paid upon the satisfactory completion of job related coursework.

22.2 In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the SJPEA reserves the right to negotiate wage adjustments for affected classifications.

22.3 The City shall make available incentive pay as shown in Exhibit B. Effective July 8, 1991, a $30 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of $160.00 per month.

Effective July 8, 1991, Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit E.

22.4 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.

22.5 The City agrees to pay $20.00 per month to two (2) Wastewater Plant Operators for possession of a Qualified Applicators Certificate. In the event of the separation of one of the two, the remaining employee shall receive $40.00 per month.

ARTICLE XXIII - HOURS AND OVERTIME

23.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.

a. Wastewater Plant Operators shall work a jointly agreed to rotating schedule with varying days off (see Exhibits C & D). This schedule shall be posted two weeks before the change of shift.

b. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.

c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

d. Equipment Maintenance personnel shall work one of two shifts:

6:00 a.m. to 2:30 p.m. or 2:00 p.m. to 10:30 p.m.

A 4-10 schedule as outline in Exhibit F may be reinstituted in the shop during the course of this MOU.

23.2 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work as stated above after consultation with the employees involved. Notice of permanent changes to this schedule must be given two (2) weeks in advance. Temporary changes in this schedule must have at least 24 hours notice. SJPEA shall be notified of all permanent schedule changes.

23.3 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes time worked:

1. In excess of forty (40) hours in a work week;
2. In excess of eight (8) hours in any work day;
3. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 23.1 and 23.2; and
4. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time-pay.

23.4 Overtime work shall be compensated either at the overtime rate which it was earned or in equal compensatory time off at the employee's option. This option should be exercise at the time the work is performed. Compensatory time off may be accumulated to an unlimited amount, but must be reduced to a maximum of eight (80) hours on June 30 of each year. On the first Friday after the first payday in July of each year, all hours over this maximum shall be paid by the City at the employee's current hourly rate. Use of compensatory time off shall be at the option of the employee, consistent with the requirements of the City.

23.5 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

23.6 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

23.7 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

23.8 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

(1) On work days outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.

(2) On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

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; to set standards of service.

Determine the procedures and standards of selection for employment; to direct its employees.

Maintain the efficiency of governmental operations.

Determine the methods, means and personnel by which government operations are to be conducted.

Take all necessary actions to carry out its mission in emergencies.

Exercise complete control and discretion in 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 take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions are such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXV - CHANGES IN MEMORANDUM

25.1 The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

ARTICLE XXVI - NO STRIKES

26.1 The represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick-ins", or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXVII - TERM

27.1 The terms and conditions of this Memorandum shall be in effect covering the period from July 1, 1995 through June 30, 1998.

ARTICLE XXVIII - SALARY

28.1 Effective the pay period following July 1, 1995 salary will be increased by 4.0%.

28.2 Effective the pay period following July 1, 1996 salary will be increased by 2.0%.

28.3 Effective the pay period following July 1, 1997 salary will be increased by 3.0%.

ARTICLE XXIX - MUTUAL CONSENT CONTINGENCY

29.1 This MOU may be amended any time during its life upon the mutual consent of the City and the SJPEA. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXX - UNION LEAVE

30.1 Whenever any employee is absent from work as a result of a formal request by the SJPEA to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by the SJPEA at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

ARTICLE XXXI - STATUS

31.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).

b) A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

c) A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XXXII - SENIORITY

32.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
b) on duty with the National Guard,
c) is absent due to industrial injury,
d) on leave of absence, or
e) absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XXXIII - PROMOTION

33.1 The City and the SJPEA mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

ARTICLE XXXIV - SHOP STEWARDS

34.1 The SJPEA agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

ARTICLE XXXV - MILEAGE COMPENSATION

35.1 Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

END
XXXXXX

On Behalf of the Maintenance and Operators Unit

SAN JOAQUIN PUBLIC EMPLOYEES ASSOCIATION

CITY OF LODI

Elaine Craig, Sr. Employee Relations Representative

Date:_____

Joanne M. Narloch, Human Resources Director

Date:_____

Dan O'Boyle, Employee Relations Representative

Date:_____

Jack Ronsko, Public Works Director

Date:_____

Dan Tarnasky, Park Maintenance Worker III

Date:_____

Ray Fye, Streets Maintenance Worker III

Date:_____

Ken Capatanich, Wastewater Plant Operator I/II

Date:_____

Rick Ohlhauser, Heavy Equipment Mechanic

Date:_____

Chris Knoll, Plant and Equipment Mechanic

Date:_____

EXHIBIT A

RESERVED FOR NEW SALARY SCALES

M and O Year 1

TITLE	OCC		4%				
			A	B	C	D	E
Building Maintenance Worker	81		2,090.63	2,195.16	2,304.92	2,420.14	2,541.17
Building Service Worker	84		1,896.19	1,990.99	2,090.54	2,195.06	2,304.84
Chief Wastewater Plant Operator	358		2,863.67	3,006.85	3,157.17	3,315.06	3,480.78
Equipment Maintenance Supervisor	265		2,954.97	3,102.73	3,257.85	3,420.77	3,591.80
Equipment Parts Coordinator	167		2,168.60	2,277.03	2,390.82	2,510.41	2,635.94
Equipment Service Worker	166		2,007.91	2,108.30	2,213.71	2,324.42	2,440.64
Heavy Equipment Mechanic	264		2,442.13	2,564.24	2,692.46	2,827.09	2,968.43
Laboratory Services Supervisor	352		2,872.12	3,015.75	3,166.52	3,324.85	3,491.09
Laboratory Technician I	212		2,152.39	2,260.01	2,373.00	2,491.68	2,616.28
Laboratory Technician II	213		2,373.02	2,491.70	2,616.30	2,747.11	2,884.45
Laborer	216		1,635.78	1,717.52	1,803.48	1,893.64	1,988.30
Lead Equipment Mechanic	266		2,686.33	2,820.66	2,961.67	3,109.79	3,265.27
Maintenance Worker I	252		1,803.53	1,893.68	1,988.34	2,087.79	2,192.18
Maintenance Worker II	255		2,018.70	2,119.63	2,225.63	2,336.92	2,453.71
Park Maintenance Worker I	273		1,759.16	1,847.11	1,939.48	2,036.43	2,138.24
Park Maintenance Worker II	276		1,968.64	2,067.04	2,170.42	2,278.94	2,392.87
Park Maintenance Worker III	279		2,213.17	2,323.85	2,440.02	2,562.01	2,690.12
Park Ranger II	280		1,757.04	1,844.88	1,937.14	2,033.98	2,135.69
Park Supervisor	270		2,646.95	2,779.25	2,918.25	3,064.17	3,217.35
Plant & Equipment Mechanic	430		2,441.43	2,563.48	2,691.67	2,826.26	2,967.62
Senior Building Maintenance Worker	73		2,353.86	2,471.58	2,595.13	2,724.88	2,861.10
Senior Park Ranger	281		2,202.49	2,312.61	2,428.25	2,549.64	2,677.12
Senior Tree Trimmer	409		2,382.27	2,501.38	2,626.46	2,757.79	2,895.69
Street Maintenance Worker III	258		2,268.94	2,382.40	2,501.51	2,626.59	2,757.89
Street Supervisor	381		2,779.29	2,918.25	3,064.17	3,217.39	3,378.22
Street Sweeper Operator	390		2,160.87	2,268.94	2,382.37	2,501.46	2,626.55
Tree Trimmer	408		2,160.87	2,268.94	2,382.37	2,501.46	2,626.55
Wastewater Plant Operator I	361		2,195.79	2,305.58	2,420.86	2,541.92	2,669.00
Wastewater Plant Operator II	360		2,457.23	2,580.08	2,709.12	2,844.54	2,986.80
Water/Wastewater Inspector	425		2,610.62	2,741.16	2,878.20	3,022.13	3,173.22
Water/Wastewater Maint Worker III	431		2,268.94	2,382.40	2,501.51	2,626.59	2,757.89
Water/Wastewater Supervisor	429		2,918.27	3,064.15	3,217.39	3,378.25	3,547.14
Welder - Mechanic	171		2,442.13	2,564.24	2,692.46	2,827.09	2,968.43

M and O Year 2

			2%				
TITLE	OCC		A	B	C	D	E
Building Maintenance Worker	81		2,132.44	2,239.06	2,351.02	2,468.55	2,591.99
Building Service Worker	84		1,934.11	2,030.81	2,132.35	2,238.96	2,350.93
Chief Wastewater Plant Operator	358		2,920.94	3,066.98	3,220.31	3,381.36	3,550.39
Equipment Maintenance Supervisor	265		3,014.07	3,164.78	3,323.01	3,489.18	3,663.63
Equipment Parts Coordinator	167		2,211.97	2,322.57	2,438.64	2,560.62	2,688.66
Equipment Service Worker	166		2,048.07	2,150.46	2,257.99	2,370.91	2,489.45
Heavy Equipment Mechanic	264		2,490.97	2,615.53	2,746.31	2,883.64	3,027.80
Laboratory Services Supervisor	352		2,929.56	3,076.07	3,229.85	3,391.35	3,560.91
Laboratory Technician I	212		2,195.44	2,305.21	2,420.46	2,541.52	2,668.60
Laboratory Technician II	213		2,420.48	2,541.54	2,668.62	2,802.05	2,942.14
Laborer	216		1,668.50	1,751.87	1,839.55	1,931.52	2,028.07
Lead Equipment Mechanic	266		2,740.06	2,877.07	3,020.90	3,171.98	3,330.57
Maintenance Worker I	252		1,839.60	1,931.56	2,028.11	2,129.55	2,236.03
Maintenance Worker II	255		2,059.08	2,162.03	2,270.14	2,383.66	2,502.79
Park Maintenance Worker I	273		1,794.34	1,884.06	1,978.26	2,077.16	2,181.00
Park Maintenance Worker II	276		2,008.01	2,108.38	2,213.83	2,324.52	2,440.73
Park Maintenance Worker III	279		2,257.44	2,370.33	2,488.82	2,613.25	2,743.92
Park Ranger II	280		1,792.18	1,881.77	1,975.88	2,074.66	2,178.41
Park Supervisor	270		2,699.88	2,834.84	2,976.62	3,125.46	3,281.70
Plant & Equipment Mechanic	430		2,490.26	2,614.74	2,745.50	2,882.79	3,026.97
Senior Building Maintenance Worker	73		2,400.94	2,521.01	2,647.04	2,779.38	2,918.32
Senior Park Ranger	281		2,246.54	2,358.86	2,476.82	2,600.64	2,730.66
Senior Tree Trimmer	409		2,429.91	2,551.40	2,678.99	2,812.94	2,953.61
Street Maintenance Worker III	258		2,314.32	2,430.05	2,551.54	2,679.12	2,813.05
Street Supervisor	381		2,834.87	2,976.62	3,125.46	3,281.73	3,445.79
Street Sweeper Operator	390		2,204.09	2,314.32	2,430.02	2,551.49	2,679.08
Tree Trimmer	408		2,204.09	2,314.32	2,430.02	2,551.49	2,679.08
Wastewater Plant Operator I	361		2,239.71	2,351.69	2,469.28	2,592.75	2,722.38
Wastewater Plant Operator II	360		2,506.37	2,631.69	2,763.30	2,901.43	3,046.53
Water/Wastewater Inspector	425		2,662.83	2,795.98	2,935.76	3,082.57	3,236.68
Water/Wastewater Maint Worker III	431		2,314.32	2,430.05	2,551.54	2,679.12	2,813.05
Water/Wastewater Supervisor	429		2,976.64	3,125.44	3,281.73	3,445.82	3,618.08
Welder - Mechanic	171		2,490.97	2,615.53	2,746.31	2,883.64	3,027.80

M and O Year 3

			3%				
TITLE	OCC		A	B	C	D	E
Building Maintenance Worker	81		2,196.41	2,306.23	2,421.55	2,542.60	2,669.75
Building Service Worker	84		1,992.14	2,091.73	2,196.32	2,306.12	2,421.46
Chief Wastewater Plant Operator	358		3,008.57	3,158.99	3,316.92	3,482.80	3,656.90
Equipment Maintenance Supervisor	265		3,104.49	3,259.72	3,422.70	3,593.86	3,773.54
Equipment Parts Coordinator	167		2,278.33	2,392.25	2,511.80	2,637.44	2,769.32
Equipment Service Worker	166		2,109.51	2,214.98	2,325.73	2,442.04	2,564.14
Heavy Equipment Mechanic	264		2,565.70	2,694.00	2,828.69	2,970.15	3,118.63
Laboratory Services Supervisor	352		3,017.45	3,168.35	3,326.75	3,493.09	3,667.74
Laboratory Technician I	212		2,261.31	2,374.37	2,493.07	2,617.76	2,748.66
Laboratory Technician II	213		2,493.09	2,617.79	2,748.68	2,886.11	3,030.40
Laborer	216		1,718.56	1,804.42	1,894.74	1,989.46	2,088.91
Lead Equipment Mechanic	266		2,822.26	2,963.38	3,111.53	3,267.14	3,430.49
Maintenance Worker I	252		1,894.78	1,989.50	2,088.96	2,193.43	2,303.11
Maintenance Worker II	255		2,120.85	2,226.89	2,338.25	2,455.17	2,577.87
Park Maintenance Worker I	273		1,848.17	1,940.58	2,037.61	2,139.48	2,246.43
Park Maintenance Worker II	276		2,068.25	2,171.63	2,280.24	2,394.26	2,513.95
Park Maintenance Worker III	279		2,325.16	2,441.44	2,563.48	2,691.65	2,826.24
Park Ranger II	280		1,845.94	1,938.23	2,035.15	2,136.90	2,243.76
Park Supervisor	270		2,780.88	2,919.88	3,065.91	3,219.22	3,380.15
Plant & Equipment Mechanic	430		2,564.97	2,693.19	2,827.86	2,969.27	3,117.78
Senior Building Maintenance Worker	73		2,472.97	2,596.64	2,726.45	2,862.76	3,005.87
Senior Park Ranger	281		2,313.94	2,429.62	2,551.12	2,678.66	2,812.58
Senior Tree Trimmer	409		2,502.81	2,627.95	2,759.36	2,897.33	3,042.21
Street Maintenance Worker III	258		2,383.75	2,502.95	2,628.09	2,759.50	2,897.44
Street Supervisor	381		2,919.92	3,065.91	3,219.22	3,380.19	3,549.16
Street Sweeper Operator	390		2,270.21	2,383.75	2,502.92	2,628.03	2,759.45
Tree Trimmer	408		2,270.21	2,383.75	2,502.92	2,628.03	2,759.45
Wastewater Plant Operator I	361		2,306.90	2,422.24	2,543.36	2,670.54	2,804.06
Wastewater Plant Operator II	360		2,581.56	2,710.64	2,846.20	2,988.47	3,137.93
Water/Wastewater Inspector	425		2,742.72	2,879.86	3,023.84	3,175.05	3,333.78
Water/Wastewater Maint Worker III	431		2,383.75	2,502.95	2,628.09	2,759.50	2,897.44
Water/Wastewater Supervisor	429		3,065.94	3,219.20	3,380.19	3,549.19	3,726.62
Welder - Mechanic	171		2,565.70	2,694.00	2,828.69	2,970.15	3,118.63

EXHIBIT B

INCENTIVE PAY SCHEDULE

1. Industrial Waste Inspector Certification (CWCPA - 4 Grade Levels)

	Minimum Grade Level to Earn Incentive
• Laboratory Technician I & II	I
• Water/Wastewater Supervisor	I
• Chief Operator	I
• Laboratory Services Supervisor	III
• Water/Wastewater Inspector	III

2. Laboratory Analyst Certification (CWCPA or AWWA - 4 Grade Levels)

	Minimum Grade Level to Earn Incentive
• Laboratory Technician I	I
• Laboratory Technician II	II
• Wastewater Plant Operator I & II	I
• Water/Wastewater Inspector	II
• Chief Operator	II
• Laboratory Services Supervisor	III

3. Mechanical Maintenance Certification (CWCPA - 4 Grade Levels)

	Minimum Grade Level to Earn Incentive
• Plant and Equipment Mechanic	II
• Wastewater Plant Operator I, II	I
• Water/Wastewater Maint. Worker I, II, III	II
• Chief Operator	II
• Water/Wastewater Supervisor	II

4. Sewer Collection Maintenance Certification (CWCPA - 4 Grade Levels)	Minimum Grade Level to Earn Incentive
• Laborer, Maintenance Worker I & II (Streets or Water/Wastewater)	I
• Maintenance Worker III (Streets or Water/Wastewater)	II
• Plant and Equipment Mechanic	II
• Street Supervisor, Water/Wastewater Supervisor,	III

5. Wastewater Treatment Plant Opr. Certification (CSWRCB - 5 Grade Levels)	Minimum Grade Level to Earn Incentive
• Wastewater Plant Operator I	II
• Wastewater Plant Operator II	III
• Chief Operator	IV

6. Water Distribution Operator Certification (AWWA - 4 Grade Levels)	Minimum Grade Level to Earn Incentive
• Laborer, Maintenance Worker I, II	I
• (Water/Wastewater)	
• Maintenance Worker III (Water/Wastewater)	II
• Plant and Equipment Mechanic	III
• Water/Wastewater Supervisor	III

		Minimum Grade Level to Earn Incentive
7.	Water Treatment Plant Opr. Certification (State of California - 5 Grade Levels)	
	• Laborer, Maintenance Worker I, II (Water/Wastewater)	I
	• Maintenance Worker III (Water/Wastewater)	II
	• Plant and Equipment Mechanic	III
	• Water/Wastewater Supervisor	III

8. Qualified Applicators Certificate
(State of California)

- Street Supervisor
- Parks Maintenance Worker III
- Parks Supervisor
- Streets Maintenance Worker III, II, I & Laborer
- Wastewater Plant Operator (1)
- Senior Building Maintenance Worker (Parks)

9. Pest Control Advisor License
(State of California)

- Street Supervisor
- Parks Supervisor
- Parks Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article 23.3, the amount for the Pest Control Advisor Certificate incentive will be $50 per month.

EXHIBIT C

PUBLIC WORKS DEPARTMENT
(WHITE SLOUGH)

LEAVE AND CALL-OUT PROCEDURES
DEFINITIONS

For the purpose of these procedures, the following are to define the call-out procedure for the various Wastewater Plant Operators:

Chief Operator

The Chief Operator normally works Monday through Friday, 7:00 a.m. to 3:30 p.m.. His or her responsibilities are to coordinate facility operations with the laboratory staff and maintenance staff and may also be placed in charge of the facilities in the absence of the Wastewater Treatment Supervisor.

Shift Operators

These operators are shift workers and are referred to as shift operators.

Relief Operator

That operator who, when not performing relief operator duties, would have normal working hours of 7:00 a.m. to 3:30 p.m.. The Relief Operator shall receive compensation at a rate 5% above the classification of Wastewater Plant Operator II. The Relief Operator shall assume a shift operator's shift or shifts for the duration of a vacancy, and then return to regular hours.

Definition of Terms

- Day Shift: Any day of the week-7:00 a.m. to 3:30 p.m..
- Swing Shift: Any day of the week 3:00 p.m. to 11:00 p.m..
- Shift: Any eight-hour period of work.
- Shift Cycle: Those days worked between scheduled days off.
- Two-Shift Plan: See attached Exhibit D.

SCHEDULED LEAVE

Operators requesting leave, other than emergency leave, shall submit a leave request for approval a minimum of ten calendar days prior to the first day of the requested leave or as mutually agreed upon by all parties concerned.

The vacant shift shall be filled as follows:

A. The Relief Operator shall assume the Shift Operator's shift or shifts for the duration of the vacancy, and then shall return to his or her regular hours. The Relief Operator shall not be required to relieve more than one shift operator in a work week without compensation being paid at the proper overtime rate of pay for all hours outside of his or her own regular hours. The work week begins on Sunday 00:01 hours and concludes on Saturday at 24:00 hours. With advanced notice (24 hours) the Relief Operator's days shall be shifted to the same schedule as the shift operator that is to be relieved, and his or her hours shall be changed on the day of relief. If proper notice is not given as indicated above, the Relief Operator shall be paid overtime for the first shift of relief, and then assume the shift operator's days and hours until the vacancy is concluded. However, the Relief Operator shall not be required to work more than 40 hours in a work week or eight hours on any given day without overtime compensation.

NOTE

If filling the vacancy would require the payment at the overtime rate, the Assistant Wastewater Treatment Superintendent may fill with available operations staff.

B. In the event the shift cannot be filled as described above, the following order of relief shall be used:

1. The Operator on his or her days off.
2. The other operator on duty that day shall work the shift.
3. Chief Operator.
4. The Assistant Wastewater Treatment Superintendent or his or her designated representative shall appoint someone from the division deemed qualified by him/her to work the shift.

C. Coverage should not cause an operator to work a double shift unless unavoidable.

EMERGENCY LEAVE, NOTIFICATION, AND REQUEST

A. Call-In Procedure

In the event an Operator is unable to report for a scheduled shift, it is his or her duty to inform the Assistant Wastewater Treatment Superintendent by phone of the nature of his or her inability to report for work, as soon as practicable. To do this, the following guidelines should be used:

Normal Work Days : Call The White Slough Wastewater Treatment Plant at 333-6749. Inform the Wastewater Treatment Supervisor or Chief Operator of the nature of the situation and possible duration.

Saturday, Sunday and Holidays: Call the Henning Sub-Station at 368-5735 and request that the Utility Operator contact the following in order listed until contact with one is made.

1. Chief Operator
2. Assistant Wastewater Treatment Superintendent
3. Water/Wastewater Superintendent

NOTES

If a telephone call to Henning Sub-Station is made before 7:00 a.m., the Answering Service Operator shall normally answer. In this event, give your name and the reason you are calling and ask them to relay the information to the Henning Sub-Station Operator.

The earlier the call is made, the easier it will be to get a replacement Operator. an attempt should be made to call no later than 6:00 a.m. for the Day Shift and 1:00 p.m. for the Swing Shift.

B. Shift Replacement

When an operator is off sick, on emergency leave, or otherwise absent the procedure shall be the same as "scheduled leave" and the same overtime payment and notice of shift change shall apply to the relieving operator.

C. Call-Outs When No Operator Is On Duty

The following order on emergency call-outs for plant alarms or intrusion alarms shall be used:

1. The Operator that just completed his or her shift.
2. The Operator coming on shift.
3. The relief Operator.
4. Chief Operator.
5. The Operator that is on his or her day off.
6. Assistant Wastewater Treatment Superintendent
7. Water/Wastewater Superintendent.

NOTE No Shift Operator shall be required to fill a vacant shift.

D. Examples of Less Than a Full Shift Relief

1. Monday through Friday leave (any or all of these days):
   The Relief Operator shall shift his or her hours to cover any leave request for Monday through Friday (only shifting once at straight pay per shift cycle).

2. Weekend Leave (Saturday and Sunday):
   The Relief Operator shall shift his or her hours to cover the leave by taking off the preceding Monday and the next following Friday or other days as mutually acceptable between the Relief Operator and the Chief Operator or Assistant Wastewater Treatment Superintendent.

3. Saturday Leave:
   The Relief Operator shall cover the shift and take off the preceding Monday or other days as mutually acceptable between the Relief Operator and the Chief Operator or Assistant Wastewater Treatment Superintendent.

4. Sunday Leave:
   The Relief Operator shall cover the shift and take the next following Friday off or other days as mutually acceptable between the Relief Operator and the Chief Operator or Assistant Wastewater Treatment Superintendent.

EXHIBIT D

TWO - SHIFT PLAN

	S M T W T F S	S M T W T F S	S M T W T F S
CHIEF OPERATOR	O----------O	O----------O	O----------O
OPERATOR	==O O----------	---------- O O	O O==========
OPERATOR	----------O O	O O==========	==== O O----------
OPERATOR	O O==========	==O O----------	---------- O O
RELIEF OPERATOR	O----------O	O----------O	O----------O

Legend:

--------- Day Shift (7:00 a.m. - 3:30 p.m.)

===== Swing Shift (3:00 p.m. - 11:00 p.m.)

O Regular Day Off

EXHIBIT E

INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES

Mechanic Qualifications Smog Certificate issued by BAR $50.00
(certificate must be current, valid, unlimited)

Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Brake Adjustment License issued by BAR $25.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Lamp Adjustment License issued by BAR $12.50

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Arc Welding Proficiency $25.00
(from a State certified welding instructor approved by the City)

Equipment Service Worker
Heavy Equipment Mechanic
Lead Equipment Mechanic

Aluminum Welding Proficiency Certificate $12.50
(from a State certified welding instructor approved by the City)
(Arc Welding Prof. Certificate required as a prerequisite)

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be $125.00 per month.

EXHIBIT F

4-10 WORK PLAN FOR EQUIPMENT MAINTENANCE PERSONNEL

1. Daily work hours are 7:00 am to 5:30 p.m. with a 1/2 hour lunch.

2. Some Mechanics will work Monday through Thursday and others will work Tuesday through Friday for ten hours each day.

3. When requesting days off for vacation and holidays, or a day off for sickness, the charged time off is ten hours.

   Floating holidays and fixed holidays are based on eight hours off. To use floating holidays or fixed holidays, an employee must use an additional two hours of accumulated time (vacation or comp time) or take a two hour leave without pay.

4. During the week of a fixed holiday, all employees will be scheduled to work eight hours a day for the remaining four days, from 8:00 am to 4:30 p.m. with a 1/2 hour lunch unless other arrangements are approved by the department.

5. The ten-hour day, four-day week plan will not affect existing City personnel policies in effect as to earning vacation, sick leave, floating holidays, or wages.

6. When one or more employee(s) is on vacation, floating holiday, or sick leave, the work schedule of other personnel shall be flexible to allow changing the normal work week around to provide improved coverage and supervision. when a schedule change is required, notification shall be made as soon as possible. Occasional work loads may require temporary schedule changes (i.e., leaf season), for which 24 hour notice, minimum, will be given.

7. It is assumed that in taking a floating or fixed holiday, that it is the employee's choice to use vacation for the additional two hours unless specific request is made to use comp time or take leave without pay.

8. Pay checks will be issued on the Thursday before a payday to staff regularly scheduled off on Fridays. Personnel who work on Fridays will be issued paychecks as usual.