



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolutions Approving One Time 2014 Adjustments to Executive Management Statement of Benefits, Approving 2014 Memorandum of Understanding with the Maintenance and Operators Unit, General Services Unit, and Mid-Management, Approving Benefit Modifications for Confidential Employees, and Appropriating Funds (\$647,869)

MEETING DATE: January 15, 2014

PREPARED BY: City Attorney's Office
City Manager's Office

RECOMMENDED ACTION: Adopt resolutions approving one time 2014 adjustments to Executive Management Statement of Benefits, approving 2014 Memorandum of Understanding with the Maintenance and Operators Unit, General Services Unit, and Mid-Management, approving benefit modifications for Confidential Employees, and appropriating funds in the amount of \$647,869 for Fiscal Year 2013/14.

BACKGROUND INFORMATION: Staff, the Mid-Management group, and AFSCME have reached a tentative agreement for their respective 2014 year Memoranda of Understanding (MOU), subject to the approval of Council. Both agreements are based on a similar framework with some exceptions to address their unique working conditions. The base compensation concept is to pay a base \$2,300 per employee benefit on a one-time, non-PERS-able basis to each employee in the 2014 MOU year and increase each employee's medical cap rates to the January 1, 2014 rates. Finally, both agreements are subject to "me too" language that is limited to group-wide changes. Individual differences are laid out in further detail below.

MID MANAGEMENT:

Under the tentative agreement with Mid-Management, the City would agree to modify their MOU to achieve three primary salary and benefit modifications. First, the City would increase the medical cap to the January 2014 lowest cost HMO rate. Second, the City would grant a one-time \$2,300 per employee cash payment. The payment would be a non-recurring, one year, non-PERSable increase in recognition of a small portion of past years concessions. Third, the City would permit Mid Managers to cash out a total of 60 hours of administrative leave consistent with the other mid management bargaining units that can cash out 40 hours of administrative leave and a portion of their vacation leave.

The Medical cap proposal is defined in detail below:

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

APPROVED:

Konrad Bartlam, City Manager

A redline strikeout version of the Mid-Management MOU is attached for Council review and approval. The redline version reflects several housekeeping items and all agreements include changes mandated by recent pension reform legislation.

CONFIDENTIAL GENERAL SERVICES/MID MANAGERS:

The Confidential mid managers and general services workers are not members of a recognized bargaining group. However, Council has traditionally treated the Confidential mid managers and the Confidential general services employees in the same manner as their closest corollary negotiating team. Staff requests that Council approve corollary changes to the Confidential mid managers as set forth above and Confidential general services employees as set forth below.

AFSCME:

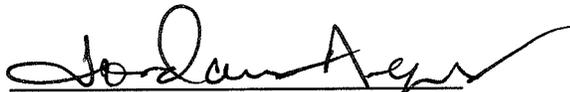
A copy of the revised sections of the AFSCME MOU provisions is also attached for Council consideration. The Tentative Agreement with AFSCME Maintenance and Operators and General Services is also based on a \$2,300 one-time base payment and is identical to mid managers regarding health insurance caps. However, AFSCME has requested that employees with less than two years of service receive a payment of \$1,150 per employee and that the other half be redistributed among their members with over two years of service. That request would roughly increase the one-time payment for employees with over two years of service by approximately \$150 (total of \$2,450). The exact figure is dependent on the employees at the time Council ratifies the agreement. In addition, staff has tentatively agreed to modify the MOUs to put water and wastewater operators on a standby basis. As Council knows, the City has exposure to significant fines in operating its water, wastewater, and electric utilities. Currently, electric and water operators are on standby status, meaning that at the end of every shift, one employee is paid a set number of hours in exchange for the obligation for being willing and able to return to duty to deal with emergency calls when the operation is not otherwise staffed. Currently, wastewater is not placed on standby and water and electric have different standby rates. This MOU would standardize the three systems to match the current electric utility standby mechanism at three hours of pay on an employee's regular work day (the standard scenario), 4 hours if we have to call an employee not on that day's schedule, and 8 hours for observed holidays. In addition, the City has agreed to several changes to the Uniform, Tools, and Boot provisions more fully outlined in the attached redline provisions.

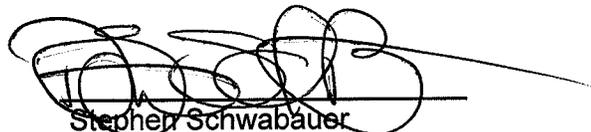
EXECUTIVE (excluding Council Appointees):

Appointed staff recommend that Council make equivalent changes on a one-time basis to the Executive Management Statement of Benefits applicable to all but the Council-appointed staff (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks Recreation and Cultural Services Director, Police Chief, and Public Works Director). Specifically, non-Council-appointed staff would receive through the Statement of Benefits: 1) the base one-time payment of \$2,300, 2) an increase to the January 2014 Medical Cap, and 3) an additional 20 hours of cashable administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

FISCAL IMPACT: Total calendar year cost of the proposals equals \$796,561 of which \$647,869 is applicable to fiscal year 2013/14. The above proposal is not in the 2013/14 budget and will require an appropriation. Funding is available for the General Fund from dollars in excess of its 2013/14 reserve target. Funding for other funds will come from available reserves. Partial funding for Library (\$25,300) and Parks, Recreation, and Community Services (\$36,800) will come from a General Fund transfer.

FUNDING: Funding for the General Fund portion of this item will be provided by funds in excess of the General Fund reserve target established by Council. Funding for this item outside the General Fund will come from available reserves. Partial funding for Library (\$25,300) and Parks, Recreation, and Community Services (\$36,800) will come from a General Fund transfer.


Jordan Ayers, Deputy City Manager


Stephen Schwabauer
City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LODI
AND
LODI CITY MID-MANAGEMENT ASSOCIATION

JANUARY 1, 201~~4~~² – DECEMBER 31, 201~~3~~⁴

MID-MANAGEMENT

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

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Attachment A – Salary Schedule (~~with proposed increases~~)

ARTICLE I - SALARY AND TERM

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

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~~If any City bargaining unit or group receives any increase in total compensation including but not limited to salary increases, certifications or a higher value medical, compensation or other benefit for the MOU negotiated (or last/best/final offer imposed) during the term of this contract this unit will receive the same benefit.~~

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~~1.2~~ ~~Effective the first pay period after MOU approval, any classification(s) shall have their regular salary increased by the amount of any education/certification incentive that they currently receive as separate compensation. The corresponding incentive shall be eliminated. Job specifications shall be updated to reflect the requirement to possess same Salary shall be as noted in Attachment A.~~

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~~1.2~~ ~~Bargaining unit members agree to accept the following furlough day schedule during the term of this MOU:
January 1, 2012 – June 30, 2013 – 18 floating furlough days (1 per month)~~

~~Furlough days will be floating within the month scheduled, but will normally follow the scheduled City Furlough Schedule unless there is a scheduled conflict.~~

~~1.3~~ ~~23~~ ~~Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining eligible languages.~~

~~1.4~~ ~~The City and the LCMMA entered into a Side Letter that continued in effect past the effective date of the immediately previous MOU to include June 30, 2012. The concessions in that Side Letter are eliminated and replaced by this MOU effective January 1, 2012.~~

~~1.5~~ ~~34~~ ~~The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA or by other means permitted by the Meyers Miliias Brown Act. The term of the MOU shall be January 1, 2014 through December 31, 2014, but not beyond March 31, 2014.~~

Negotiations will commence no later than October 31, 2013~~4~~.

~~1.45. City shall provide a one-time payment of \$2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this MOU by the City Council and has at least 6 months service with the City. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of the approval of this MOU by the City Council.~~

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ARTICLE II - UNIFORM ALLOWANCE/OPERATOR D-5 INCENTIVE

~~2.1 The City agrees to provide the LPD Management Analyst with a uniform allowance of \$825.00 per year. The uniform allowance shall be paid quarterly in conjunction with regular pay checks in the months of March, June, September, and December and shall be for the previous three months. The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement. This allowance is limited to employees hired prior to the execution of this MOU.~~

~~2.21 The City agrees to provide the ~~Water/Wastewater~~Utility Superintendent an incentive of \$40.00 per month in recognition of his possession of Water Distribution Operator, Grade D-5 certificate. This incentive is limited to employees hired prior to ~~the execution of this MOU~~February 2, 2012.~~

ARTICLE III - DEFERRED COMPENSATION

3.1 Employees may participate in the City's Deferred Compensation Plan.

3.2 City matches up to a maximum of 3.0% of base salary ~~beginning in the pay period that July 1, 2012 falls.~~

ARTICLE IV - FLEXIBLE SPENDING ACCOUNT

4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;

- a) Premium Conversion
- b) Non-reimbursed Health Care
- c) Dependent Care Reimbursement

4.2 Elections for the calendar year will be made each December, or if a change in family status occurs. ~~Money deposited into the Plan will be forfeited as required by the plan and or applicable law. Money not used by the end of each calendar year will be forfeited by the employee.~~

ARTICLE V - CHIROPRACTIC

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

ARTICLE VI – OVERTIME

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

- Major storm damage requiring the dispatching of additional crews;
- The necessity to cover scheduled shifts;
- Direct supervision of crews assigned to work during normal days off to accommodate the public;
- Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

6.2 Overtime pay shall not be paid for the following:

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

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

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

ARTICLE VII - RETIREMENT

7.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits [for employees deemed to be “classic” employees by PERS](#):

Miscellaneous 2% @ 55 plan

- 1957 Survivors Benefit

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

~~Employees shall pay the employee portion of Retirement Benefits as follows:
January 1, 2012 through June 30, 2013 — 3.3 %
July 1, 2013 and thereafter — 7.0 %~~

~~7.2 During the term of this agreement, the LCMMA agrees to reopen for negotiations the proposed CalPERS plan amendments (2% @ 60 for new hires) upon reaching agreement for the new CalPERS plan with all miscellaneous units.~~

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

Miscellaneous 2% @ 62 plan

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

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ARTICLE VIII - VACATION LEAVE

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

Beginning with:

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

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

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

Beginning with:

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

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

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

ARTICLE IX - ADMINISTRATIVE LEAVE

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

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

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

| 9.4 Employees are eligible to cash out up to ~~forty (40)~~sixty (60) hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

ARTICLE X – HOLIDAYS

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

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- President's Day 3rd Monday in February

- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (half working day) December 24
- Christmas Day December 25

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

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

- New Year’s Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (half working day) December 24
- Christmas Day December 25

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

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

Four Floating Holidays:

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

ARTICLE XI - SICK LEAVE

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

ARTICLE XII - SICK LEAVE CONVERSION

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

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents, [subject to the cap shown in Article XIII](#). Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops

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

OPTION #2 - "Conversion"

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

OPTION #3 - "Cash-Out"

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

OPTION #4 – "Service Credit"

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

- 12.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS SERVICE CREDIT".
- 12.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in Section 12.1.
- 12.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

- 12.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 12.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.
- 12.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 12.8 A retiree or surviving dependent may purchase dental, vision, and/or Chiropractic insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XIII – MEDICAL INSURANCE

- 13.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1 2012~~4~~. ~~The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.~~ If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for this provision at the rate of one-half (1/2) the current amount (~~(\$305.22)~~). In order to qualify for this provision, proof of group insurance must be provided to the City.

~~Employees will pay all medical costs in excess of the cap reference above. Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).~~

- 13.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.
- 13.3 The City intends to propose a Cafeteria-based benefit program in 201~~4~~² with an effective date of January 1, 201~~5~~³. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

ARTICLE XIV - DENTAL INSURANCE

- 14.1 Employees are provided fully paid family dental insurance.

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

ARTICLE XV - VISION INSURANCE

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

ARTICLE XVI - LIFE INSURANCE

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

ARTICLE XVII - LONG-TERM DISABILITY INSURANCE

- 17.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3 percent to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City's Policy on Long Term Disability. The maximum length of coverage is three (3) years from date of disability. City will provide Employee referral to a long term disability plan provider. Any insurance coverage purchased shall be at employee's expense. A Long Term Disability program will be provided based upon the City Policy for Long Term Disability. Such program shall be limited to a maximum duration of three years of benefit.

ARTICLE XVIII - LEAVES AND LEAVES OF ABSENCE

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

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

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

A leave of absence shall not constitute a break in service for purposes of the City of Lodi's service award, nor shall it impair an employee's status as a regular full-time employee. An employee returning to employment after a leave of absence shall retain the

same status and shall be placed at the same salary step in the pay range in effect for the class as the employee received when the leave of absence commenced.

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

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

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

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

- 18.2 An employee is on pay status when they are receiving compensation from his/her accumulated leave balances. To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period. The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.
- 18.3 A leave of absence with pay is when an employee is considered to be in a pay status. An employee in a pay status will continue to receive all benefits including leave accruals.
- 18.4 A leave of absence without pay is determined as such when an employee is no longer in a pay status or has exhausted all accumulated leave balances (according to applicable City policies).

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

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

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

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

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

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

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

ARTICLE XIX – TUITION REIMBURSEMENT

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

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

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

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

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

A fiscal year is the period between July 1 and June 30; the final date of class shall determine the fiscal year in which that course falls. You cannot request reimbursement for a course in a fiscal year that the course did not end. For example: if you complete a class in June, but not request reimbursement until August, funds for your reimbursement would be derived from the previous fiscal year.

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

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

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

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

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

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

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

The completed application, receipts, and evidence of grade shall be forwarded to Human Resources for approval. Once approved by Human Resources the packet will be forwarded to the Finance Division and a reimbursement check shall be issued to the employee.

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

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

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

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

ARTICLE XX – PROBATION

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

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

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

ARTICLE XXI - PERSONAL LIABILITY

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

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

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

ARTICLE XXII - GRIEVANCE PROCEDURE

22.1 Disputes involving the following subjects shall be determined by the Grievance

Procedures established herein:

- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
- B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.

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

22.3 STEP ONE

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

22.4 STEP TWO

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

ARTICLE XXIII - DISCIPLINARY PROCEDURE & PROCEEDINGS

- 23.1 In order to establish employee standards of conduct and work performance that are consistent with the efficient and effective delivery of public services, this section outlines those circumstances under which disciplinary action may be required.
- 23.2 The following may be causes for disciplinary action including, but not limited to, written reprimand, demotion, suspension, or discharge of any employee. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and there may arise instances of unacceptable behavior not included in this list.
 - A. Improper or unauthorized use or abuse of sick leave.
 - B. Inability to maintain regular and consistent attendance, which prevents the reasonable availability for assigned duties.
 - C. Absence without authorized leave; repeated tardiness to assigned work, leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
 - D. Misconduct; willful or negligent violation of any City rule or policy.
 - E. Insubordination.
 - F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.
 - G. Conviction of a felony or a misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.
 - H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.
 - I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.

- J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business; for example, fighting, using profanity, intimidation, or abusive and threatening language.
- K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.
- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside duty hours, which is of such a nature that it causes discredit to the City or one of its operating practices.
- O. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training in a prompt competent and reasonable manner.
- Q. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- R. Intoxication, incapacity or possession or use of controlled substances or alcohol on City property and/or at the worksite.
- S. Failure to obtain or maintain possession of the minimum qualifications for the position.
- T. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- U. Unauthorized release or use of confidential information or official records.
- V. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- W. Inability to perform the duties of his/her job.
- X. Dishonesty.
- Y. Possession of firearms on the job (except for law enforcement personnel).
- Z. Sleeping on the job.

- AA. Theft.
- BB. Retaliation for actions protected by law.
- CC. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- DD. Threats of violence against City employees and/or City property.
- EE. Violation of the Fair Political Practices Act.

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

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

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

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

- A. The causes/reasons for the disciplinary action, which may include the performance expectations, rules, regulations or policies that have been violated.
- B. The effective date(s) of the disciplinary action.
- C. Any rights of appeal.

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

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

- B. The person who proposed and enacted the discipline shall respond in writing within fifteen (15) business days of the date of receipt of the employee’s appeal.
- C. If resolution is not achieved at that level, the employee may submit an appeal in writing to the Department Director within fifteen (15) business days of the date of the supervisor’s response.
- D. The Department Director shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- E. If resolution is not achieved with the Department Director, the employee may submit an appeal in writing to the City Manager within fifteen (15) business days of the date of the Department Director’s response.
- F. The City Manager shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- G. If resolution is not achieved with the City Manager, the employee may submit a request in writing to the City Clerk for the Personnel Board of Review to hear a review of the case within fifteen (15) business days of the date of the City Manager’s response.
- H. A hearing by the Personnel Board of Review shall be scheduled within fifteen (15) business days of the date of receipt of the request by the City Clerk. The hearing by the Board shall be a public hearing, unless the employee desires a closed hearing.
- I. The Personnel Board of Review shall have the ability to rule on the factual basis of the offense and the severity of the punishment
- J. The Personnel Board of Review shall submit a statement of opinion to the employee, City Manager, and the employee’s Department Director in writing within fifteen (15) business days of the hearing. The decision of the Board shall be advisory to the City Manager.
- K. Final Notice of Disciplinary Action: Following review of the Personnel Board of Review’s recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken and the employee’s appeal rights. The Final Notice of Disciplinary Action shall be provided to the employee in writing within 15 days of receipt of the Personnel Board of Review’s Statement of Opinion. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- L. Failure, by either party to respond in a timely manner would result in judgment for the opposing party.

- 23.8 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5
- 23.9 For employees covered by the requirements of California Government Code Section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.
- 23.10 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”) disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA’s governing regulations.

ARTICLE XXIV – CITY RIGHTS

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

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

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

ARTICLE XXV – EMPLOYEE REPRESENTATION

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

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

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

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

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

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

ARTICLE XXVI – SEVERABILITY

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

ATTACHMENT A

Mid-Management Positions

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Classification	OCC	Step A	Step B	Step C	Step D	Step E
Accountant	348	4797.90	5037.75	5289.68	5554.18	5831.86
Associate Civil Engineer	66	5813.22	6103.88	6409.07	6729.53	7066.00
Associate Planner	68	4744.09	4981.30	5230.36	5491.88	5766.47
Building Official	87	6885.38	7229.59	7591.09	7970.59	8369.18
City Planner/Planning Manager	459	7041.86	7393.95	7763.64	8151.83	8559.42
Community Center Manager	11	4897.43	5142.30	5399.42	5669.39	5952.85
Compliance Engineer	65	5813.22	6103.88	6409.07	6729.53	7066.00
Construction Project Manager	442	5299.02	5563.97	5842.16	6134.28	6440.99
Deputy Public Works Director—City Engineer	46	9065.32	9518.58	9994.49	10494.24	11012.40
Deputy Public Works Director—Utilities	47	9065.32	9518.58	9994.49	10494.24	11012.40
Electric Operations Superintendent	163	8227.03	8638.38	9070.30	9523.81	10000.00
Electric Utility Rate Analyst	418	6012.43	6313.13	6628.75	6960.15	7308.23
Information Systems Manager	15	6774.18	7112.89	7468.54	7841.96	8234.06
Lab/Environmental Compliance Superintendent	386	6120.87	6426.83	6748.22	7085.64	7439.90
Librarian I	220	4107.43	4312.80	4528.44	4754.86	4992.61
Librarian II	222	4518.18	4744.09	4981.29	5230.36	5491.87
Library Services Manager	227	5409.25	5679.66	5963.69	6261.89	6574.95
Management Analyst	438	4776.43	5015.25	5265.96	5529.36	5805.78
Manager, Customer Service & Programs	142	6744.66	7081.88	7435.99	7807.79	8198.18
Neighborhood Services Manager	158	6887.27	7231.54	7593.17	7972.82	8371.47
Network Administrator	122	5891.81	6186.37	6495.64	6820.41	7161.47
Park Superintendent	285	5911.63	6207.21	6517.57	6843.45	7185.62
Rates and Resource Manager	167	8227.03	8638.38	9070.30	9523.81	10000.00
Recreation Manager	334	4452.16	4674.80	4908.59	5154.01	5411.68
Recreation Superintendent	338	4897.42	5142.30	5399.41	5669.38	5952.85
Senior Civil Engineer	155	6558.36	6886.48	7230.74	7592.48	7971.70
Senior Power Engineer	149	7356.09	7723.79	8109.36	8515.05	8940.86
Senior Programmer/Analyst	134	5355.35	5623.09	5904.20	6199.40	6509.41
Supervising Accountant	342	5647.31	5929.67	6226.16	6537.47	6864.34
Transportation Manager/Sr Traffic Engineer	43	6559.00	6887.15	7231.44	7593.20	7972.46
Water/Wastewater Superintendent	432	6186.64	6495.97	6820.77	7161.81	7519.90

CITY OF LODI AND LODI CITY MID-MANAGEMENT ASSOCIATION – MOU 20142-20134

CITY OF LODI
a Municipal corporation

LODI CITY MID-MANAGEMENT ASSN.

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KONRADT BARTLAM
City Manager

~~KEVIN BELL~~ Gary Wiman
President

Date: _____

Date: _____

~~DEAN GUALCO~~ Jordan Ayers
HR Manager Deputy City Manager

~~JOSEPH CHRIS Boyer~~ WOOD
Vice-President

Date: _____

Date: _____

KATHRYN GARCIA
Secretary/Treasurer

Date: _____

Attest:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

January 1, 2014 - December 31, 2014

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Exhibit A – Salary Schedule effective 03/21/2012

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Exhibit C – Incentive Pay Schedule

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Chapter 1 – Salaries and Other Compensation

ARTICLE I – SALARY

1.1 ~~Bargaining unit members agree to accept the following furlough hours during the term of this MOU:~~

~~July 1, 2012–December 31, 2012—72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.~~

~~January 1, 2013–December 31, 2013—96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.~~

~~Fixed and floating furlough leave shall be deducted from bargaining unit members salary in equal amounts during the particular term.~~

~~All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.~~

~~This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.~~

1.2 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council ~~(except for IBEW)~~ receives a salary increase or a one time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on ~~December 31~~November 30, 2013 or December 31, 2013, or by resolution adopted by Council, this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the

opportunity to move to a lower cost plan upon the next available open enrollment period.

1.4 In the event that the modifications to the incentive structure in the 2013 MOU (rolling incentives into the salary for new hires) impede recruitment and retention, the parties agree to meet and confer in good faith to resolve the impediment.

ARTICLE II – HOURS

2.1 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. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. 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 shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
- b. Employees assigned to work “Relief Operator” duties shall receive compensation at a rate of 10% above their current base pay. The “Relief Operator” is one who works a normal day shift but is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.
- c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
- d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

3.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.

3.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.

3.4 No more than (144) hours of compensatory time may be carried on the books at any time.

3.5 An employee’s decision to elect compensatory time instead of overtime pay is irrevocable.

- 3.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 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:

- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
- b. 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. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 4.2 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.
- 4.3 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.
- 4.4 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. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work day 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.
- b. 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 V - MEALS

- 5.1 If the City required an employee to perform work for one and one-half (1 ½) 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. The cost of the meal not to exceed \$20.00 with a receipt. 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.
- 5.2 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 the four (4) hour intervals thereafter.
- 5.3 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 other provisions of this MOU.
- 5.4 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 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 p.m. and noon – 6:30 p.m.

ARTICLE VI – TEMPORARY UPGRADE

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in

this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – SHIFT DIFFERENTIAL

An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing shifts are those daily work periods regularly scheduled to begin from 2pm to 12am. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

ARTICLE VIII – STANDBY DUTYPAY – CALL-OUT PAY

~~Employees shall receive compensation of two (2) hours of straight pay when said employees are required to be placed in standby status for a shift.~~

8.1 STANDBY: All employees in the Maintenance and Operators Bargaining Unit shall be eligible for standby pay as noted below:

A. Standby Pay: All employees in the Maintenance and Operators Bargaining Unit, except Waste Water Plant Operators and Water Plant Operators, shall receive compensation of three (3) hours of straight pay when said employees are in standby status.

B. Standby Pay: All Wastewater Plant Operators and Water Plant Operators shall receive compensation at straight time pay when said employees are in standby status, as shown below.

<u>On work days</u>	<u>3 hours</u>
<u>On non-work days</u>	<u>4 hours</u>
<u>On observed holidays</u>	<u>8 hours</u>

8.2 CALL-OUT: All employees in the Maintenance and Operators Bargaining Unit shall be paid call-out pay as follows:

A. In addition to the “Standby Duty Pay” (above) the employees on standby shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between 12 midnight and 12 midnight on any given day, shall be paid at double time.

B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 8.2 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement.

C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 8.2(A) of this Agreement.

D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate over time rate as defined in Article 8.2(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement and pay for any additional hours worked as defined in Article 8.2(C) of this Agreement.

ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE

9.1 Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.	Parts Clerk
Facilities Maintenance Worker	Plant & Equipment Mechanic
Facilities Supervisor	Street Maintenance Worker <u>I/II/III</u>
Fleet Services Supervisor	Street Supervisor
Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Maintenance Worker I & II	<u>Sr. Storekeeper</u>
Park Maintenance Worker I /II/III	W/WW-Maintenance-Worker <u>I/II/III</u>
Park Supervisor	W/WW Supervisor
Chief Wastewater Plant Operator	W/WW Plant Operator I/II/III
	<u>Water Plant Operator I/II/III</u>
	Welder-Mechanic

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

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I, II, III	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II assigned to White Slough
	<u>Water Plant Operator I/II/III</u>

9.3 Smocks as needed, but no more than 3, are provided to Laboratory Technician I/II.

9.4 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 9.6 and 9.7 below.

9.5 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for the frames and lenses to the City for reimbursement.

9.6 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.

9.7 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.

1. Where the city would be required to replace issued safety glasses due to abuse by the employee.
2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.

9.8 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.

9.9 Employees who are not required to wear a uniform, whose personal clothing is damaged in the line of duty, may request to have the item replaced or repaired at the City's expense.

- A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
- B. The City shall have the sole discretion to approve or deny the request and its denial shall not be grievable.
- C. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.

D. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item for inspection.

E. All requests for reimbursement shall be accompanied by receipts.

9.10 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing the glasses.

A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

B. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.

C. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

<u>Cost of Eyewear/Repair</u>	<u>\$150.00</u>
<u>Insurance Pays</u>	<u>\$100.00</u>
<u>Reimbursed to employee</u>	<u>\$ 50.00</u>

ARTICLE X – SAFETY/SAFETY BOOT PROVISIONS

10.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.

10.2 The City agrees to provide an annual boot allowance of \$2050, paid ~~quarterly~~semi-annually as part of the last biweekly payroll in the months of ~~March, June, September and December~~April and October of each year, for all classifications in this unit, ~~except Laboratory Technician I/II~~

10.3 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.

10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

10.5 Laboratory Technicians shall be eligible to receive the safety shoe/boot allowance to purchase water resistant shoes.

ARTICLE XI - CLASS A LICENSE

Those employees required to have a Class “A” commercial driver’s license as part of their employment will be given \$600 per year, to be paid in October of each year.

ARTICLE XII – EDUCATION INCENTIVES

12.1 The City shall make available incentive pay as shown in Exhibit ~~BC~~ & D. Effective July 8, 1991, a \$40.00 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 \$250.00 per month.

12.2 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.

12.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the 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.

12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit ~~CD~~.

12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:

- a. Only courses listed in Exhibit ~~CD~~ will qualify towards this incentive.
- b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
- c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
- d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to ~~the execution of this MOU (March 21, 2012).~~

ARTICLE XIII – BILINGUAL PAY

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

ARTICLE XIV – TUITION REIMBURSEMENT

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XV – COURT APPEARANCES

- 15.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 15.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 15.3 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.
- 15.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it 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 times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, 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 XVI – MILEAGE COMPENSATION

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

Chapter 2 - Leaves**ARTICLE XVII – CATASTROPHIC LEAVE**

- 17.1 Catastrophic Leave will be provided as stated in the City’s current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee’s qualified family members (as identified in the City’s Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 17.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

ARTICLE XVIII – BEREAVEMENT LEAVE

- 18.1 Regular employees shall be granted 3 days of bereavement leave per incident 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.

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	foster parents	brother
half-brother	half-sister	sister

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

- 18.2 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 XIX – HOLIDAYS

- 19.1 Members of this Unit shall observe the following nationally observed holidays:

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

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

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.

19.2 Holiday time may be taken in quarter hour increments.

ARTICLE XX – LEAVES OF ABSENCE

Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU

ARTICLE XXI – SICK LEAVE

21.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

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

21.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for family member's illnesses.

ARTICLE XXII – VACATION LEAVE

22.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
21st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

22.2 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 first choice in any scheduling period.

22.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an

employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

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

Chapter 3 - Insurance and Retirement

ARTICLE XXIII – MEDICAL INSURANCE

23.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 201~~24~~²⁵. Employees will pay all costs for plans costing more than the amount paid by City.

23.2 ~~The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.~~ If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

23.3 Employees will pay one hundred percent (100%) of the change in medical costs beginning January 201~~34~~³⁵. The baseline will be the January 201~~24~~²⁵ lowest cost PERS HMO for the employee's family category (\$657.33 for Single, \$1,314.66 for Employee +1, \$1709.06 for Family.)

Effective January 1, 201~~34~~³⁵, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) revised as follows for employees whose annual base salary, ~~adjusted for furloughs~~, is less than \$40,000.

~~For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from CalPERS or 3%.~~

~~For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:~~

- ~~• If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.~~
- ~~• If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).~~

- ~~• If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).~~

~~— In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.~~

Percentage increases shall be based upon the amounts ~~shown above~~ paid by City (\$~~610.44~~657.33 for single, \$~~1,220.88~~1,314.66 for Employee + 1 and \$~~1,587.14~~1,709.06 for Family).

- 23.4 Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 23.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above 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 26, or other medical insurance becomes available.

ARTICLE XXIV – DENTAL INSURANCE

24.1 Employees are provided fully paid family dental insurance.

24.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXV – VISION INSURANCE

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 XXVI – CHIROPRACTIC INSURANCE

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXVII – LIFE INSURANCE

The City agrees to provide 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.

ARTICLE XXVIII – LONG TERM DISABILITY

28.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program

commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

28.2 The maximum length of coverage is three years from date of disability.

ARTICLE XXIX – WORKER'S COMPENSATION

The City and AFSCME 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 Worker's 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 XXX – FLEXIBLE SPENDING ACCOUNT

30.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

30.2 The City intends to propose a Cafeteria-based benefit program in 201~~24~~²⁵ with an effective date of January 1, 201~~35~~³⁵. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.

ARTICLE XXXI – DEFERRED COMPENSATION PLAN

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

31.2 The City shall match contributions by ~~an~~General Service employees to a deferred compensation program up to a maximum 3.0% of the employee's gross salary ~~beginning in~~
~~the pay period that July 1, 2012 falls.~~

ARTICLE XXXII – PERS

32.1 The City agrees to provide the following PERS retirement program and to pay the employers cost for employees deemed to be "classic" employees by PERS:

- a. PERS “2% at 55” full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- h.i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through December 31, 2012—1%

January 1, 2013 through December 30, 2013—3.3%

December 31, 2013 and thereafter—7.0 %

~~32.2 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.~~

32.2 The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee Pension Reform Act of 2013 (PEPRA):

A. PERS “2% at 62” full formula retirement benefits plus the following additional options:

B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.

D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.

E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.

F. Military Service Credit as Public Service.

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

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

I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXXIII – SICK LEAVE CONVERSION

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

Option #1 – CONVERSION

After ten years of employment with 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 ½% 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.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XXIII. Any differences created by an increase in premiums must be paid for by the employee.

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, 2 ½ % 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).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

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.

33.2 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 303.1.

33.3 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.

33.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 303.1 of this Article.

~~33.5 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 July 1, 1995. It is agreed that eight hours equal one day for purposes of determining day creditable. If an employee opts to utilize the provisions of any section of Article 30 other than 30.5, the City will report to PERS they have zero hours of unused sick leave.~~

Option#4 – PERS Credit

33.5 Per California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.

33.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.

33.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.

| 33.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

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Chapter 4. Union/City Issues

ARTICLE XXXIV – UNION LEAVE

- 34.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 34.2 The City agrees to provide storage space to AFSCME for union materials.

ARTICLE XXXV – DEMOTION AND LAYOFF

- 35.1 The classification of Maintenance Worker in the Parks, Recreation and Cultural Services 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 workforce.
- 35.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXVI – CHANGES IN MEMORANDUM

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 XXXVII – CITY RIGHTS

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 procedure 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 on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXVIII – EMPLOYEE REPRESENTATION

38.1 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 Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), 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 AFSCME in Exhibit A.

38.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51.

38.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into

membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.
- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
 - Union Membership Dues
 - Agency Shop Fees
 - AFSCME Voluntary Political Action Check Off (PEOPLE)

- Fair Share donations to the United Way Campaign
 - Fair Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY’S compliance with this Article.

- 38.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee 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.
- 38.5 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.
- 38.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXIX – GRIEVANCE PROCEDURE

- 39.1 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 interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME 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 AFSCME 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, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 39.2 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 AFSCME 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 AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 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 AFSCME 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 ensure that the arbitration process is as brief and economical as possible, the following guidelines 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.

39.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 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.

39.8 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.

39.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

39.10 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XL – MUTUAL CONSENT CONTINGENCY

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

ARTICLE XLI – NO STRIKES

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 XLII – PROBATIONARY PERIOD

42.1 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.

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

- a. Vacation Leave – See Article XX 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 AFSCME shall be notified of all extensions.

42.3 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 XLIII – PROMOTION

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

ARTICLE XLIV – SENIORITY

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 XLV – SHOP STEWARDS

The AFSCME 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 period 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 XLVI – STATUS

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 XLVII – TERM

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January 1, 201~~2~~⁴ to December 31, 201~~3~~⁴.

CLASSIFICATION PLAN
Maintenance Operators
Employees hired before 3/21/12

ATTACHMENT A

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Building Services Coordinator	85	3674.67	3858.40	4051.32	4253.89	4466.59
Chief Wastewater Plant Operator	358	5009.46	5259.93	5522.93	5799.07	6089.03
Environmental Compliance Inspector	425	4148.20	4355.61	4573.39	4802.06	5042.16
Equipment Service Worker	166	3039.45	3191.42	3350.99	3518.54	3694.47
Facilities Supervisor	78	4226.16	4437.47	4659.34	4892.31	5136.92
Fleet Services Supervisor	265	4614.03	4844.73	5086.97	5341.32	5608.38
Heavy Equipment Mechanic	264	3647.72	3830.11	4021.61	4222.69	4433.83
Laboratory Technician I	212	3304.12	3469.33	3642.80	3824.94	4016.18
Laboratory Technician II	213	3634.25	3815.96	4006.76	4207.10	4417.45
Lead Equipment Mechanic	266	4012.49	4213.12	4423.77	4644.96	4877.21
Maintenance Worker I	252	2893.11	3037.84	3189.68	3349.15	3516.76
Maintenance Worker II	255	3181.89	3340.99	3508.04	3683.44	3867.61
Park Maintenance Worker I	273	2755.52	2893.30	3037.96	3189.86	3349.35
Park Maintenance Worker II	276	3030.79	3182.32	3341.44	3508.51	3683.94
Park Maintenance Worker III	279	3333.96	3502.47	3675.69	3859.48	4052.45
Park Supervisor	270	4226.16	4437.47	4659.34	4892.31	5136.92
Parts Clerk	135	2895.08	3039.83	3191.82	3351.42	3518.99
Plant & Equipment Mechanic	430	3771.02	3959.50	4157.37	4365.17	4583.44
Senior Facilities Maintenance Worker	73	3674.67	3858.40	4051.32	4253.89	4466.59
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Street Maintenance Worker III	258	3500.47	3675.49	3859.26	4052.23	4254.84
Street Supervisor	381	4436.94	4658.79	4891.73	5136.31	5393.13
Traffic/Sign Making Worker	277	3030.79	3182.32	3341.44	3508.51	3683.94
Wastewater Plant Operator I	361	3598.54	3778.47	3967.39	4165.76	4374.05
Wastewater Plant Operator II	360	3958.50	4156.43	4364.25	4582.46	4811.58
Wastewater Plant Operator III	362	4354.36	4572.07	4800.67	5040.71	5292.74
Water Plant Operator II	364	3958.50	4156.43	4364.25	4582.46	4811.58
Water Plant Operator III	365	4354.36	4572.07	4800.67	5040.71	5292.74
Water/Wastewater Maintenance Worker III	431	3500.47	3675.48	3859.27	4052.23	4254.84
Water/Wastewater Supervisor	429	4770.83	5009.52	5259.78	5522.93	5799.13
Welder - Mechanic	171	3647.63	3830.15	4021.68	4222.75	4433.87

CLASSIFICATION PLAN
Maintenance Operators
Employees hired after 3/21/12

ATTACHMENT B

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Environmental Compliance Inspector	425A	4181.11	4390.16	4609.67	4840.15	5082.16
Equipment Service Worker	166A	3080.58	3234.61	3396.34	3566.16	3744.47
Heavy Equipment Mechanic	264A	3812.26	4002.88	4203.02	4413.17	4633.83
Lead Equipment Mechanic	266A	4177.03	4385.88	4605.18	4835.44	5077.21
Plant & Equipment Mechanic	430A	4094.41	4299.13	4514.09	4739.79	4976.78
Street Maintenance Worker I	256A	2967.29	3115.65	3271.44	3435.01	3606.76
Street Maintenance Worker II	257A	3255.94	3418.73	3589.67	3769.15	3957.61
Street Maintenance Worker III	258A	3607.42	3787.79	3977.18	4176.04	4384.84
Street Supervisor	381A	4576.80	4805.64	5045.92	5298.22	5563.13
Water/Wastewater Maintenance Worker I	443A	2992.25	3141.86	3298.96	3463.90	3637.10
Water/Wastewater Maintenance Worker II	444A	3319.57	3485.55	3659.83	3842.82	4034.96
Water/Wastewater Maintenance Worker III	431A	3747.43	3934.81	4131.55	4338.12	4555.03
Water/Wastewater Supervisor	429A	5167.48	5425.85	5697.14	5982.00	6281.10

EXHIBIT CINCENTIVE PAY SCHEDULE

1.	<u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laboratory Technician I & II • Water/ Wastewater Supervisor • Chief Wastewater Plant Operator • Laboratory Services Supervisor • Environmental Compliance Inspector 	<ul style="list-style-type: none"> I I I III III
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laboratory Technician I • Laboratory Technician II • Wastewater Plant Operator I & II • Environmental Compliance Inspector • Chief Wastewater Plant Operator • Laboratory Services Supervisor 	<ul style="list-style-type: none"> I II I II II III
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Plant and Equipment Mechanic • Wastewater Plant Operator I & II • Water/ Wastewater Maintenance Worker I, II, III • Chief Wastewater Plant Operator • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> II I II II III II
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater) • Maintenance Worker III (Streets or Water/ Wastewater) • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Street Supervisor, Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Wastewater Plant Operator I • Wastewater Plant Operator II • Chief Wastewater Plant Operator 	<ul style="list-style-type: none"> II III IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer (Water/ Wastewater) • Maintenance Worker I, II, III (Water/Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant & Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III III III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I, II (Water/ Wastewater) • Maintenance Worker III (Water/ Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III III III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> • Street Supervisor • Parks Maintenance Worker III • Parks Supervisor • Streets Maintenance Worker I, II, III & Laborer • Wastewater Plant Operator I • Senior Facilities Maintenance Worker 	

9. Pest Control Advisor License
(State of California)
- Street Supervisor
 - Parks Supervisor
 - Laborer
 - Parks Maintenance Worker I, II, III
 - Street Maintenance Worker I, II, III

| Notwithstanding the provisions of Article ~~3XII~~, the amount for the Pest Control Advisor License incentive will be \$50 per month.

EXHIBIT DINCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES

Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR) (certificate must be current, valid, unlimited) \$50.00

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

Aluminum Welding Proficiency Certificate \$12.50
(From a State certified welding instructor approved by the City)

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

Automotive Service Excellence Technician Certifications **\$25.00/\$50.00**

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

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive
(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle

- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- F-1 Light Vehicle Compressed Natural Gas

- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC

- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**

- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson
Chief Negotiator
Date: _____

Konradt Bartlam
City Manager
Date: _____

Sherry Moroz
President
Date: _____

Jordan Ayers
Deputy City Manager
Date: _____

Linda Tremble
Vice President
Date: _____

Attest:

Randi Johl-Olson
City Clerk

Donnie Sanford
Vice President
Date: _____

APPROVED AS TO FORM:

Brian Longpre
M &O Representative
Date: _____

D. Stephen Schwabauer

Kari Chadwick
GS Representative
Date: _____

Sandy Smith
Treasurer
Date: _____

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2014 - December 31, 2014

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Attachment A – Salary Schedule effective 01/01/14

Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY

1.1 ~~Bargaining unit members agree to accept the following furlough hours during the term of this MOU:~~

~~July 1, 2012–December 31, 2012–72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.~~

~~January 1, 2013–December 31, 2013–96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.~~

~~Fixed and floating furlough leave shall be deducted from bargaining unit member’s salary in equal amounts during the particular term.~~

All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.

This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.

1.2 ~~Fixed furlough days will be in accordance with Exhibit D–Furlough Calendar.~~

For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council ~~(except for IBEW)~~ receives a salary increase or a one time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November

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30, 2013 or December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

ARTICLE II – HOURS

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.
- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
 - b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
 - c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 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:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.

- b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 4.2 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.

4.3 REST PERIOD

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.

- 4.4 ~~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.~~

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

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- b. On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

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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 preceding work period on a work day.

~~4.6 Those employees (Animal Services Supervisor) serving on an on-call basis shall be compensated \$25.00 per week.~~

~~4.5 The Animal Services Supervisor, and Assistant Animal Services Officer serve on an on call basis on a weekly basis and shall be compensated \$200 per week for weeks they serve on call.~~

~~4.6 Call Out Pay:~~

~~A. The employees called out shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between midnight and 12 midnight on any given day, shall be paid at double time.~~

~~B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 4.6 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.~~

~~C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 4.6(A) of this Agreement.~~

~~D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement and any additional hours worked as defined in Article 4.6(C) of this Agreement.~~

ARTICLE V – MEALS

5.1 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. The cost of the meal not to exceed \$20.00 with a receipt. 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.

5.2 When the City requires employees to work on non-work days without notice, 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

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shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/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 30.1 hereof.

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 (1) 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 VI – TEMPORARY UPGRADE

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150. The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December. ~~(except to Senior Storekeeper):~~

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- ~~Animal Services Officer~~
- ~~Assistant Animal Services Officer~~
- ~~Community Improvement Officer~~
- ~~Code Enforcement Officer~~
- ~~Field Services Representative~~
- ~~Field Services Supervisor~~
- ~~Meter Reader~~
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- ~~Senior Storekeeper~~
- Supervising Code/Community Improvement Officer

~~The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.~~

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- A. The Field Services Representative and the Field Services Supervisor shall be provided with uniforms that meet the requirements for flame retardant clothing. Uniforms provided by the City shall include a jacket, pants, and shirts, and appropriate rain gear. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts and pants) per work day, will be provided to the Field Services Representative and the Field Services Supervisor.
- 7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.
- 7.3 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 7.5 and 7.6 below.
- 7.4 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for frames and lenses to the City of Lodi for reimbursement.
- 7.5 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:
1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
 2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
 3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
 4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 7.6 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the City would be required to replace issued safety glasses due to abuse by the employee.

2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.

3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.

7.7 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.

7.8 When an employee’s personal clothing is damaged in the line of duty, the employee may request to have the item replaced or repaired at the City’s expense.

a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

b. The City shall have the sole discretion to approve or deny the request, and its denial shall not be grievable.

c. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.

d. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item to the City for inspection.

e. All requests for reimbursement shall be accompanied by receipts.

7.9 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing glasses.

a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

b. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.

c. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

<u>Cost of Eyewear/Repair</u>	<u>\$150.00</u>
<u>Insurance Pays</u>	<u>\$100.00</u>
<u>Reimbursed to employee</u>	<u>\$ 50.00</u>

d. All requests for reimbursement shall be accompanied by receipts.

ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS

8.1 The City agrees to provide an annual boot allowance of \$2050, paid ~~quarterly~~semi-annually as part of the last biweekly payroll in the months of ~~March, June, September and December~~falls April and October of each year, for the following classifications:

Building Inspector I/II
 Community Improvement Officer I/II
 Engineering Technician I/II
 Jr. Engineer
 Public Works Inspector I/II
 Sr. Engineering Technician (1) (who do inspection/survey work)
~~Sr. Storekeeper~~
 Supervising Code/Community Improvement Officer
Records Clerk
Animal Services Supervisor
Assistant Animal Services Officer
Parking Enforcement Assistant

8.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.

8.2.1 Employees who are assigned to a Lodi Police Department job site, or are supervised by Lodi Police Department personnel, and who are required to wear a uniform, shall be entitled to the safety shoe/boot allowance that meet the Lodi Police Department Policy and Procedure Section 210.1C mandate. This includes appropriate foot wear for Class B and Class A uniforms.

8.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

~~Employees performing duties/tasks without appropriate footwear may be sent home and additionally may be subject to disciplinary action.~~

8.4 Employees who are required to wear specific boots or shoes per any City of Lodi Polilcy and Procedures mandate, must wear the appropriate footwear when performing the duties/tasks of the assigned classification.

8.5 Employees performing duties/tasks without the prescribed appropriate footwear may be required to vacate the job site until such time as they can return wearing the required footwear for the classification/duties/tasks. Time spent away from the job site for this purpose shall not be paid City of Lodi time.

ARTICLE IX – EDUCATION INCENTIVES

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Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training
Land Surveyor in Training
Land Surveyor

The incentive in this subsection is limited to employees hired prior to the execution of this MOU.

ARTICLE X – BILINGUAL PAY

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

ARTICLE XI – TUITION REIMBURSEMENT

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XII – COURT APPEARANCES

- 12.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 12.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 12.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 12.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.
- 12.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it 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 designee must be notified in writing of the off

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

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

In addition, each employee shall be granted an additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

- 16.2 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.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

ARTICLE XVII – LEAVE OF ABSENCE

Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XVIII – SICK LEAVE

- 18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 18.2 Sick leave may be accumulated up to an unlimited amount.
- 18.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

ARTICLE XIX – VACATION LEAVE

- 19.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6 th year	4.62 hours per pay period
12 th year	5.24 hours per pay period
15 th year	6.16 hours per pay period
21 st year	6.47 hours per pay period
22 nd year	6.78 hours per pay period
23 rd year	7.09 hours per pay period
24 th year	7.40 hours per pay period
25 th year & over	7.71 hours per pay period

- 19.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.
- 19.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.
- 19.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Chapter 3 – Insurance and Retirement

ARTICLE XX – MEDICAL INSURANCE

20.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee’s family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi’s geographical area (excluding PORAC) as of January 1, 20124. Employees will pay all costs for plans costing more than the amount paid by City.

~~The City will waive the current employee medical contribution effective the first pay period that begins two (2) weeks after this agreement is approved by Council.~~

20.2 If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

- \$692.81 per month for family
- \$532.92 for employee + 1 dependent
- \$305.22 for single

will be added to either the employee’s deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs ~~beginning after~~ January 1, 20134. The baseline will be the January 1, 20124 lowest cost PERS HMO for the employee’s family category (~~Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44~~\$657.33 for single, \$1,314.66 for Employee +1, \$1,709.06 for Family).

20.23 Effective January 1, 20135, the maximum amount the City will pay towards medical premiums will be ~~revised as follows~~increased by the lower of three percent (3%) or the actual cost increase (for the employee’s applicable cap) for employees whose annual base salary, ~~adjusted for furloughs~~, is less than \$40,000.

~~For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from Cal PERS or 3%.~~

~~For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:~~

~~If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.~~

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~~If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).~~

~~If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).~~

~~———— In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.~~

Percentage increases shall be based upon the amounts ~~shown above~~ paid by City (~~\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family~~ \$657.33 for Single, \$1,314.66 for Employee +1, \$1,709.06 for Family).

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

20.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member 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 26, or other medical insurance becomes available.

ARTICLE XXI – DENTAL INSURANCE

21.1 Employees are provided fully paid family dental insurance.

21.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXII – VISION INSURANCE

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 XXIII – CHIROPRACTIC

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXIV – LIFE INSURANCE

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

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The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

ARTICLE XXV – LONG TERM DISABILITY

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

25.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XVI – WORKERS' COMPENSATION

The City and AFSCME 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 employees upon receiving said benefits such as paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees 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 XXVII – FLEXIBLE SPENDING ACCOUNT

27.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

27.2 The City intends to propose a Cafeteria-based benefit program in 201~~2~~⁴ with an effective date of January 1, 201~~3~~⁵. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria Plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.

ARTICLE XXVIII – DEFERRED COMPENSATION

The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary beginning in the pay period that July 1, 2012 falls.

ARTICLE XXIX – PERS

29.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "classic" employees by PERS:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- h.i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

~~29.2 Employees shall pay the employee portion of Retirement Benefits as follows:
January 1, 2012 through December 31, 2012—1%
January 1, 2013 through December 30, 2013—3.3%
December 31, 2013 and thereafter—7.0 %~~

~~29.3 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.~~

The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employees Pension Reform Act of 2013 (PEPRA):

- A. PERS "2% at 62" full formula retirement benefits plus the following additional options:
- B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
- C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.

- D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
- E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
- F. Military Service Credit as Public Service.
- G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- H. 50% survivor continuation in the event of death after retirement.
- I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXX – SICK LEAVE CONVERSION

30.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – Conversion

After ten (10) years of employment with 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 (10) years, the employee shall be entitled to add 2.5% 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.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XX. Any differences created by an increase in premiums must be paid for by the employee.

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, 2.5% 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).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

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.

- 30.2 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 ~~26.1~~30.1.
- 30.3 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.
- 30.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section ~~26.1~~30.1 of this Article.

~~30.5 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 July 1, 1995. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of Article 26 other than 26.5, the City will report to PERS they have zero (0) hours of unused sick leave.~~

Option #4 – PERS Credit

- 30.5 Per the California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.
- 30.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.

30.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.

30.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4 – Union / City Issues

ARTICLE XXXI – UNION LEAVE

31.1 Whenever any employee is absent from work as a result of a formal request by AFSCME 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 AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

31.2 The City agrees to provide storage space to AFSCME for association materials.

ARTICLE XXXII – LAYOFF

Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXIII – CHANGES IN MEMORANDUM

The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU 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 would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXXIV – CITY RIGHTS

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

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to 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

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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 employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXV – EMPLOYEE REPRESENTATION

35.1 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 Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result 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 reached 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 AFSCME in Exhibit A.

35.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

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

35.3 **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into

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membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

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The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 35.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee 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.
- 35.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 35.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXVI – GRIEVANCE PROCEDURE

- 36.1 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 AFSCME 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 AFSCME involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term “PARTY” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 36.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

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- a. Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME 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 AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 36.3 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.
- 36.4 STEP TWO: If a grievance is not resolved in the 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 of the date the department head receives the written statement.
- 36.5 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 or 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.
- 36.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for 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 arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

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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.

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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.

36.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 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.

36.8 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

36.9 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVII – MUTUAL CONSENT CONTINGENCY

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

ARTICLE XXXVIII – NO STRIKES

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 XXXIX – PROBATIONARY PERIOD

39.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (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/her new duties, assignments and responsibilities in his/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/she has not satisfactorily completed probation.

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

- a. Vacation Leave – See Article XIX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.

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- c. The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. AFSCME shall be notified of all extensions.
 - d. Probation shall be extended for the same time as any leaves of absence.
- 39.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he/she was promoted unless he/she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XL – PROMOTION

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

ARTICLE XLI - SENIORITY

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 disability.
- d. On leave of absence.
- e. Absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLII – SHOP STEWARDS

AFSCME 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 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 presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

ARTICLE XLIII – STATUS

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/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 (12) month 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 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 XLIV – TERM

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME.

The parties agree as follows:

TERM: Covering the period from January 1, 201~~2~~4 through December 31, 201~~3~~4

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ATTACHMENT A**SALARY SCHEDULE - GS**

Effective January 1, 2014

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Accounting Clerk	3	2834.48	2976.20	3125.01	3281.26	3445.33
Administrative Clerk	372	2566.79	2695.13	2829.89	2971.38	3119.95
Administrative Secretary	376	3414.27	3584.99	3764.24	3952.45	4150.07
Animal Services Supervisor	25	3331.07	3497.63	3672.51	3856.13	4048.94
Assistant Animal Services Officer	39	2896.66	3041.49	3193.57	3353.25	3520.91
Building Inspector I	74	3942.37	4129.79	4336.28	4553.10	4780.75
Building Inspector II	75	4326.45	4542.77	4769.91	5008.41	5258.83
Code Enforcement Officer	107	4120.43	4326.45	4542.77	4769.91	5008.41
Customer Service Representative I	354	2576.81	2705.65	2840.93	2982.97	3132.12
Customer Service Representative II	353	2834.48	2976.20	3125.01	3281.26	3445.33
Engineering Technician I	157	3970.52	4169.04	4377.49	4596.37	4826.19
Engineering Technician II	159	4367.57	4585.94	4815.24	5056.00	5308.80
Field Services Representative	36	3504.16	3679.37	3863.34	4056.51	4259.33
Field Services Supervisor	35	4033.72	4235.41	4447.18	4669.53	4903.01
Finance Technician	355	3429.72	3601.21	3781.27	3970.34	4168.85
Information Systems Specialist	127	3895.39	4090.17	4294.94	4509.40	4734.87
Junior Engineer	207	4804.32	5044.54	5296.76	5561.60	5839.68
Junior Planner	210	3920.74	4116.77	4322.61	4538.74	4765.68
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
Meter Reader	267	3188.71	3348.14	3515.55	3691.33	3875.89
Network Technician	426	4671.51	4905.09	5150.34	5407.86	5678.26
Parking Enforcement Assistant	288	2918.97	3064.92	3218.17	3379.08	3548.03
Parks Project Coordinator	271	4804.32	5044.54	5296.76	5561.60	5839.68
Permit Technician	69	3242.65	3404.82	3575.06	3753.82	3941.51
Program Coordinator	286	2999.32	3149.28	3306.74	3472.08	3645.69
Public Works Inspector I	320	3933.14	4129.79	4336.28	4553.10	4780.75
Public Works Inspector II	321	4326.45	4542.77	4769.91	5008.41	5258.83
Senior Administrative Clerk	375	2823.47	2964.64	3112.88	3268.52	3431.95
Senior Engineering Technician	161	4804.32	5044.54	5296.76	5561.60	5839.68
Senior Library Assistant	231	2964.64	3112.88	3268.52	3431.95	3603.54
Senior Police Administrative Clerk	315	2988.78	3138.23	3295.13	3459.88	3632.88
Supervising Customer Service Representative	346	3429.72	3601.21	3781.27	3970.34	4168.85
Water Services Technician I	427	4664.39	4897.61	5142.49	5399.61	5669.59
Water Services Technician II	428	5130.82	5387.36	5656.73	5939.57	6236.55

2014

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson
Chief Negotiator
Date: _____

Konradt Bartlam
City Manager
Date: _____

Sherry Moroz
President
Date: _____

Jordan Ayers
Deputy City Manager
Date: _____

Linda Tremble
Vice President
Date: _____

Attest:

Donnie Sanford
Vice President
Date: _____

Randi Johl-Olson
City Clerk

APPROVED AS TO FORM:

Brian Longpre
M&O Representative
Date: _____

D. Stephen Schwabauer

Kari Chadwick
GS Representative
Date: _____

Sandy Smith
Treasurer
Date: _____

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jordan Ayers 5. DATE: 1/15/14
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

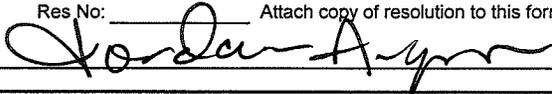
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	260		3205	Fund Balance	\$ 21,896.00
	321		3205	Fund Balance	\$ 35,965.00
	340		3205	Fund Balance	\$ 28,740.00
	347		3205	Fund Balance	\$ 43,472.00
	347		4210	Operating Transfers In	\$ 36,800.00
	1250		3205	Fund Balance	\$ 10,000.00
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries
160		160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00
180		180451	7101	Regular employee salaries	\$ 12,566.00
210		210801	7101	Regular employee salaries	\$ 32,256.00
260		260561	7101	Regular employee salaries	\$ 21,896.00
321		3215011	7101	Regular employee salaries	\$ 35,965.00
340		340450	7101	Regular employee salaries	\$ 28,740.00
347		347001	7101	Regular employee salaries	\$ 80,272.00
1250		125053	7101	Regular employee salaries	\$ 10,000.00
100			4220	Operating Transfers Out	\$ 62,100.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 1/15/14 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: 

8. APPROVAL SIGNATURES

Submit completed form to the Budget Division with any required documentation.

RESOLUTION NO. 2014-09

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
2014 MEMORANDUM OF UNDERSTANDING
WITH THE LODI CITY MID-MANAGEMENT ASSOCIATION AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, representatives from the City of Lodi and the Lodi City Mid-Management Association have bargained in good faith for the purpose of approving the 2014 Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve the attached 2014 MOU (Exhibit A) with the Lodi City Mid-Management Association, including the following:

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached 2014 Memorandum of Understanding (Exhibit A) between the City of Lodi and the Lodi City Mid-Management Association, including the one-time amendments as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014

=====

I hereby certify that Resolution No. 2014-09 was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katzakian

NOES: COUNCIL MEMBERS – Nakanishi

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jordan Ayers 5. DATE: 1/15/14
 4. DEPARTMENT/DIVISION:

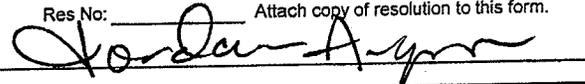
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100			4220	Operating Transfers Out	\$ 62,100.00

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Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 1/15/14 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: 

8. APPROVAL SIGNATURES

Submit completed form to the Budget Division with any required documentation.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

LODI CITY MID-MANAGEMENT ASSOCIATION

JANUARY 1, 2014 – DECEMBER 31, 2014

MID-MANAGEMENT

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

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ARTICLE I - SALARY AND TERM

- 1.1 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase, or a one time restoration payment that is greater than the Base Payment of \$2,300 received by LCMMA per Article 1.5 of this MOU (excluding step increases or the equivalent) or a higher value medical and/or retirement benefit (except IBEW EMPLOYEE SHARE OF retirement and IBEW MEDICAL CAP IMPLEMENTATION) applicable to all members of the group for the MOU negotiated (or last best and final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by council, this unit will receive the same benefit.
- 1.2 Salary shall be as noted in Attachment A.
- 1.3 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining eligible languages.
- 1.4 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA or by other means permitted by the Meyers Milius Brown Act. The term of the MOU shall be January 1, 2014 through December 31, 2014.

Negotiations will commence no later than October 31, 2014.

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

ARTICLE II - OPERATOR D-5 INCENTIVE

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

ARTICLE III - DEFERRED COMPENSATION

- 3.1 Employees may participate in the City's Deferred Compensation Plan.
- 3.2 City matches up to a maximum of 3.0% of base salary.

ARTICLE IV - FLEXIBLE SPENDING ACCOUNT

- 4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in:
- a) Premium Conversion
 - b) Non-reimbursed Health Care
 - c) Dependent Care Reimbursement
- 4.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money deposited into the Plan will be forfeited as required by the plan and or applicable law.

ARTICLE V - CHIROPRACTIC

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

ARTICLE VI – OVERTIME

- 6.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:
- Major storm damage requiring the dispatching of additional crews;
 - The necessity to cover scheduled shifts;
 - Direct supervision of crews assigned to work during normal days off to accommodate the public;
 - Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.
- 6.2 Overtime pay shall not be paid for the following:
- Staff meetings
 - Special projects
 - Conferences and seminars - except as noted below
 - Appearances before City Council and commissions,
 - Public information presentations,
 - Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

- 6.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.
- 6.4 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.

ARTICLE VII - RETIREMENT

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

Miscellaneous 2% @ 55 plan

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

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

Miscellaneous 2% @ 62 plan

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

ARTICLE VIII - VACATION LEAVE

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

Beginning with:

Date of Hire: 3.08 hours per pay period

6th year 4.62 hours per pay period

12th year 5.23 hours per pay period

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

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

Beginning with:

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

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

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

ARTICLE IX - ADMINISTRATIVE LEAVE

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

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

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

9.4 Employees are eligible to cash out up to sixty (60) hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

ARTICLE X – HOLIDAYS

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

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- President's Day 3rd Monday in February

- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (half working day) December 24
- Christmas Day December 25

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

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

- New Year’s Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (half working day) December 24
- Christmas Day December 25

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

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

Four Floating Holidays:

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

ARTICLE XI - SICK LEAVE

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

ARTICLE XII - SICK LEAVE CONVERSION

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

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents, subject to the cap shown in Article XIII. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

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

OPTION #2 - "Conversion"

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

OPTION #3 - "Cash-Out"

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

OPTION #4 – "Service Credit"

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

- 12.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS SERVICE CREDIT".
- 12.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in Section 12.1.
- 12.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

- 12.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 12.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.
- 12.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 12.8 A retiree or surviving dependent may purchase dental, vision, and/or Chiropractic insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XIII – MEDICAL INSURANCE

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

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

- 13.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.
- 13.3 The City intends to propose a Cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

ARTICLE XIV - DENTAL INSURANCE

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

ARTICLE XV - VISION INSURANCE

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

ARTICLE XVI - LIFE INSURANCE

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

ARTICLE XVII - LONG-TERM DISABILITY INSURANCE

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

ARTICLE XVIII - LEAVES AND LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

- 18.2 An employee is on pay status when they are receiving compensation from his/her accumulated leave balances. To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period. The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.
- 18.3 A leave of absence with pay is when an employee is considered to be in a pay status. An employee in a pay status will continue to receive all benefits including leave accruals.
- 18.4 A leave of absence without pay is determined as such when an employee is no longer in a pay status or has exhausted all accumulated leave balances (according to applicable City policies).

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

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

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

- 18.5 All leaves of absence shall be requested in writing by the employee and shall require written approval by the Department Head. In addition to Department Head approval, leaves of absence without pay shall be approved by the City Manager. All requests shall be routed through the Human Resources Division and must include the following information:
- (1) Employee identification information such as employee number, class title, etc.;
 - (2) Dates of commencement and expiration; and
 - (3) Reason for absence.
- 18.6 A Personnel Action Form shall be submitted by the respective department to the Human Resources Division for all leaves of absence without pay with a duration greater than one full pay period. The form should be submitted prior to the commencement of such leave and immediately upon or prior to the employee's return to work.
- 18.7 All employees must have timesheets/cards submitted to payroll during leaves of absence indicating the type and amount of accumulated leave balance(s) to be charged. An employee on a leave of absence without pay should submit his/her timesheet/card indicating such status.

ARTICLE XIX – TUITION REIMBURSEMENT

- 19.1 Participation is limited to full-time regular employees of the City of Lodi.
- 19.2 City shall reimburse employees the cost of tuition and books (including software) upon the satisfactory completion of job related coursework.
- Employees must maintain continuous service from the date a course begins to the date of its completion.
- Employees shall not be eligible for reimbursement when a course is paid for by another source.
- 1) Employees shall receive up to a maximum of \$3,000 per fiscal year (including books and software), to be paid upon the satisfactory completion of course work.
- A fiscal year is the period between July 1 and June 30; the final date of class shall determine the fiscal year in which that course falls. You cannot request reimbursement for a course in a fiscal year that the course did not end. For example: if you complete a class in June, but not request reimbursement until August, funds for your reimbursement would be derived from the previous fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XX – PROBATION

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

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

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

ARTICLE XXI - PERSONAL LIABILITY

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

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
1. The act or omissions was not within the scope of their employment; or
 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or

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

ARTICLE XXII - GRIEVANCE PROCEDURE

22.1 Disputes involving the following subjects shall be determined by the Grievance

Procedures established herein:

- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
- B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.

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

22.3 STEP ONE

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

22.4 STEP TWO

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

ARTICLE XXIII - DISCIPLINARY PROCEDURE & PROCEEDINGS

- 23.1 In order to establish employee standards of conduct and work performance that are consistent with the efficient and effective delivery of public services, this section outlines those circumstances under which disciplinary action may be required.
- 23.2 The following may be causes for disciplinary action including, but not limited to, written reprimand, demotion, suspension, or discharge of any employee. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and there may arise instances of unacceptable behavior not included in this list.
- A. Improper or unauthorized use or abuse of sick leave.
 - B. Inability to maintain regular and consistent attendance, which prevents the reasonable availability for assigned duties.
 - C. Absence without authorized leave; repeated tardiness to assigned work, leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
 - D. Misconduct; willful or negligent violation of any City rule or policy.
 - E. Insubordination.
 - F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.
 - G. Conviction of a felony or a misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.
 - H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.
 - I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.
 - J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business; for example, fighting, using profanity, intimidation, or abusive and threatening language.
 - K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.

- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside duty hours, which is of such a nature that it causes discredit to the City or one of its operating practices.
- O. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training in a prompt competent and reasonable manner.
- Q. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- R. Intoxication, incapacity or possession or use of controlled substances or alcohol on City property and/or at the worksite.
- S. Failure to obtain or maintain possession of the minimum qualifications for the position.
- T. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- U. Unauthorized release or use of confidential information or official records.
- V. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- W. Inability to perform the duties of his/her job.
- X. Dishonesty.
- Y. Possession of firearms on the job (except for law enforcement personnel).
- Z. Sleeping on the job.
- AA. Theft.
- BB. Retaliation for actions protected by law.
- CC. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- DD. Threats of violence against City employees and/or City property.

EE. Violation of the Fair Political Practices Act.

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

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

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

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

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

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

C. Any rights of appeal.

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

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

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

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

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

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

- F. The City Manager shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
 - G. If resolution is not achieved with the City Manager, the employee may submit a request in writing to the City Clerk for the Personnel Board of Review to hear a review of the case within fifteen (15) business days of the date of the City Manager's response.
 - H. A hearing by the Personnel Board of Review shall be scheduled within fifteen (15) business days of the date of receipt of the request by the City Clerk. The hearing by the Board shall be a public hearing, unless the employee desires a closed hearing.
 - I. The Personnel Board of Review shall have the ability to rule on the factual basis of the offense and the severity of the punishment
 - J. The Personnel Board of Review shall submit a statement of opinion to the employee, City Manager, and the employee's Department Director in writing within fifteen (15) business days of the hearing. The decision of the Board shall be advisory to the City Manager.
 - K. Final Notice of Disciplinary Action: Following review of the Personnel Board of Review's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken and the employee's appeal rights. The Final Notice of Disciplinary Action shall be provided to the employee in writing within 15 days of receipt of the Personnel Board of Review's Statement of Opinion. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
 - L. Failure, by either party to respond in a timely manner would result in judgment for the opposing party.
- 23.8 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5
- 23.9 For employees covered by the requirements of California Government Code Section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.
- 23.10 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA's governing regulations.

ARTICLE XXIV – CITY RIGHTS

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

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

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

ARTICLE XXV – EMPLOYEE REPRESENTATION

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

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

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

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

The City and the LCMMA agree and understand that if any section of the MOU conflicts with any ambiguity will policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to). The terms and conditions of

employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

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

ARTICLE XXVI – SEVERABILITY

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

ATTACHMENT A

Mid-Management Positions

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

CITY OF LODI AND LODI CITY MID-MANAGEMENT ASSOCIATION – MOU 2014-2014

CITY OF LODI,
a Municipal corporation

LODI CITY MID-MANAGEMENT ASSN.

KONRADT BARTLAM
City Manager

Date: _____

GARY WIMAN
President

Date: _____

JORDAN AYERS
Deputy City Manager

Date: _____

JULIA TYACK
Secretary

Date: _____

Attest:

RANDI JOHL-OLSON
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

RESOLUTION NO. 2014-10

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
ADJUSTMENTS TO EXECUTIVE MANAGEMENT STATEMENT OF
BENEFITS AND BENEFIT MODIFICATIONS FOR CONFIDENTIAL
EMPLOYEES AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, it is recommended that Council approve the adjustments to Executive Management Statement of Benefits, excluding Council Appointees (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks, Recreation and Cultural Services Director, Police Chief, and Public Works Director), and approve benefit modifications for Confidential employees (Mid Managers/General Services) on a one-time basis as follows:

EXECUTIVE MANAGEMENT:

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

CONFIDENTIAL EMPLOYEES (Mid Managers):

- Base one-time payment of \$2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- An ability to cash out an additional 20 hours of administrative leave, and changes to retirement provisions necessary to comply with the Pension Reform legislation.

CONFIDENTIAL (General Services):

- Base one-time payment of \$2,300 (employees with less than two years of service shall receive payment of \$1,150 per employee and the other half shall be redistributed among members with over two years of service);
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the adjustments to Executive Management Statement of Benefits, excluding Council Appointees (Deputy City Manager, Electric Utility Director, Fire Chief, Library Director, Parks, Recreation and Cultural Services Director, Police Chief, and Public Works Director), and approve benefit modifications for Confidential employees (Mid Managers/General Services) on a one-time basis as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014
=====

I hereby certify that Resolution No. 2014-10 was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katzakian

NOES: COUNCIL MEMBERS – Nakanishi

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDL JOHL-OLSON
City Clerk

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jordan Ayers 5. DATE: 1/15/14
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	260		3205	Fund Balance	\$ 21,896.00
	321		3205	Fund Balance	\$ 35,965.00
	340		3205	Fund Balance	\$ 28,740.00
	347		3205	Fund Balance	\$ 43,472.00
	347		4210	Operating Transfers In	\$ 36,800.00
	1250		3205	Fund Balance	\$ 10,000.00
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries
160		160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00
180		180451	7101	Regular employee salaries	\$ 12,566.00
210		210801	7101	Regular employee salaries	\$ 32,256.00
260		260561	7101	Regular employee salaries	\$ 21,896.00
321		3215011	7101	Regular employee salaries	\$ 35,965.00
340		340450	7101	Regular employee salaries	\$ 28,740.00
347		347001	7101	Regular employee salaries	\$ 80,272.00
1250		125053	7101	Regular employee salaries	\$ 10,000.00
100			4220	Operating Transfers Out	\$ 62,100.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 1/15/14 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: Jordan Ayers

8. APPROVAL SIGNATURES

Submit completed form to the Budget Division with any required documentation.

RESOLUTION NO. 2014-11

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
2014 MEMORANDUM OF UNDERSTANDING WITH AFSCME
(MAINTENANCE AND OPERATORS AND GENERAL SERVICES
UNITS) AND FURTHER APPROPRIATING FUNDS

WHEREAS, representatives from the City of Lodi and AFSCME (Maintenance and Operators and General Services Units) have bargained in good faith for the purpose of approving the 2014 Memorandum of Understanding (MOU); and

WHEREAS, it is recommended that Council approve the attached 2014 MOUs (Exhibits A and B) with AFSCME (Maintenance and Operators and General Services Unit), including the following:

- Base one-time payment of \$2,300 (employees with less than two years of service shall receive payment of \$1,150 per employee and the other half shall be redistributed among members with over two years of service);
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	\$610.44	\$657.33	\$46.80
Employee + 1	\$1,220.88	\$1,314.66	\$93.76
Family	\$1,587.14	\$1,709.06	\$121.92

- Revisions to Standby Pay, Tools and Uniforms, and other changes as reflected in Exhibits A and B.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached 2014 Memorandum of Understanding (Exhibits A and B) between the City of Lodi and AFSCME (Maintenance and Operators and General Services Unit), including the one-time amendments as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: January 15, 2014

I hereby certify that Resolution No. 2014-11 was passed and adopted by the Lodi City Council in a regular meeting held January 15, 2014, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katakian
- NOES: COUNCIL MEMBERS – Nakanishi
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk

1. AA# _____
 2. JV# _____

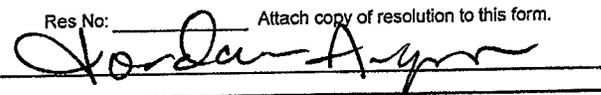
CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	1/15/14
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW						
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT	
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00	
	160		3205	Fund Balance	\$ 45,968.00	
	170		3205	Fund Balance	\$ 157,034.00	
	180		3205	Fund Balance	\$ 12,566.00	
	210		3205	Fund Balance	\$ 6,956.00	
	210		4210	Operating Transfers In	\$ 25,300.00	
	260		3205	Fund Balance	\$ 21,896.00	
	321		3205	Fund Balance	\$ 35,965.00	
	340		3205	Fund Balance	\$ 28,740.00	
	347		3205	Fund Balance	\$ 43,472.00	
	347		4210	Operating Transfers In	\$ 36,800.00	
	1250		3205	Fund Balance	\$ 10,000.00	
	B. USE OF FINANCING	100	100241	7101	Regular employee salaries	\$ 223,172.00
		160	160601	7101	Regular employee salaries	\$ 45,968.00
170		170401	7101	Regular employee salaries	\$ 157,034.00	
180		180451	7101	Regular employee salaries	\$ 12,566.00	
210		210801	7101	Regular employee salaries	\$ 32,256.00	
260		260561	7101	Regular employee salaries	\$ 21,896.00	
321		3215011	7101	Regular employee salaries	\$ 35,965.00	
340		340450	7101	Regular employee salaries	\$ 28,740.00	
347		347001	7101	Regular employee salaries	\$ 80,272.00	
1250		125053	7101	Regular employee salaries	\$ 10,000.00	
100			4220	Operating Transfers Out	\$ 62,100.00	

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Appropriation increases associated with MOU/Statement of Benefit adjustments for AFSCME-General Services, AFSCME-Maintenance & Operators, Mid-Management, Confidential General Services, Confidential Mid-Management and Executive approved by Council on January 15, 2014; including increases to Operating Transfers for PRCS and Library to fund one-time payment amount for staff supported by General Fund transfers</p>

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 1/15/14 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Submit completed form to the Budget Division with any required documentation.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

January 1, 2014 - December 31, 2014

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Exhibit A – Salary Schedule effective 03/21/2012

Exhibit B – Salary Schedule Specific Positions effective 03/21/2012

Exhibit C – Incentive Pay Schedule

Exhibit D – Incentive Pay for Equipment Maintenance Employees

Exhibit E – Certification Pay

Chapter 1 – Salaries and Other Compensation

ARTICLE I – SALARY

1.1 All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.

This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.

1.2 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase or a one time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by Council, this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

1.4 In the event that the modifications to the incentive structure in the 2013 MOU (rolling incentives into the salary for new hires) impede recruitment and retention, the parties agree to meet and confer in good faith to resolve the impediment.

ARTICLE II – HOURS

2.1 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. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. 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 shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
 - b. Employees assigned to work “Relief Operator” duties shall receive compensation at a rate of 10% above their current base pay. The “Relief Operator” is one who works a normal day shift but is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.
 - c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
 - d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than (144) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee’s decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee’s current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 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:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
 - b. 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. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 4.2 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.
- 4.3 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.
- 4.4 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. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:
- a. On work day 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.
 - b. 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 V - MEALS

- 5.1 If the City required an employee to perform work for one and one-half (1 ½) 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. The cost of the meal not to exceed \$20.00 with a receipt. 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.
- 5.2 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 the four (4) hour intervals thereafter.
- 5.3 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 other provisions of this MOU.
- 5.4 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 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 p.m. and noon – 6:30 p.m.

ARTICLE VI – TEMPORARY UPGRADE

- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – SHIFT DIFFERENTIAL

- 7.1 An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing shifts are those daily work periods regularly scheduled to begin from 12 Noon to 10 pm. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

ARTICLE VIII – STANDBY PAY – CALL-OUT PAY

- 8.1 **STANDBY:** All employees in the Maintenance and Operators Bargaining Unit shall be eligible for standby pay as noted below:

receive compensation of three (3) hours of straight pay when said employees are in standby status.

- B. Standby Pay: All Wastewater Plant Operators and Water Plant Operators shall receive compensation at straight time pay when said employees are in standby status, as shown below.

On work days	3 hours
On non-work days	4 hours
On observed holidays	8 hours

- 8.2 CALL-OUT: All employees in the Maintenance and Operators Bargaining Unit shall be paid call-out pay as follows:

- A. In addition to the “Standby Duty Pay” (above) the employees on standby shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between 12 midnight and 12 midnight on any given day, shall be paid at double time.
- B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 8.2 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement.
- C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 8.2(A) of this Agreement.
- D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate over time rate as defined in Article 8.2(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement and pay for any additional hours worked as defined in Article 8.2(C) of this Agreement.

ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE

- 9.1 Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.	Parts Clerk
Facilities Maintenance Worker	Plant & Equipment Mechanic
Facilities Supervisor	Street Maintenance Worker I/II/III
Fleet Services Supervisor	Street Supervisor

Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Maintenance Worker I & II	Sr. Storekeeper
Park Maintenance Worker I /II/III	W/WW Maintenance Worker I/II/III
Park Supervisor	W/WW Supervisor
Chief Wastewater Plant Operator	W/WW Plant Operator I/II/III
	Water Plant Operator I/II/III
	Welder-Mechanic

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

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I, II, III	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II assigned to White Slough
	Water Plant Operator I/II/III

9.3 Smocks as needed, but no more than 3, are provided to Laboratory Technician I/II.

9.4 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 9.6 and 9.7 below.

9.5 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for the frames and lenses to the City for reimbursement.

9.6 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.

- 9.7 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the city would be required to replace issued safety glasses due to abuse by the employee.
 2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
 3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 9.8 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 9.9 Employees who are not required to wear a uniform, whose personal clothing is damaged in the line of duty, may request to have the item replaced or repaired at the City's expense.
- A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - B. The City shall have the sole discretion to approve or deny the request and its denial shall not be grievable.
 - C. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - D. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item for inspection.
 - E. All requests for reimbursement shall be accompanied by receipts.
- 9.10 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing the glasses.
- A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - B. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.
 - C. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to

the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150.00
Insurance Pays	\$100.00
Reimbursed to employee	\$ 50.00

ARTICLE X – SAFETY/SAFETY BOOT PROVISIONS

- 10.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.
- 10.2 The City agrees to provide an annual boot allowance of \$250, paid semi-annually as part of the last biweekly payroll in the months of April and October of each year, for all classifications in this unit.
- 10.3 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.
- 10.5 Laboratory Technicians shall be eligible to receive the safety shoe/boot allowance to purchase water resistant shoes.

ARTICLE XI - CLASS A LICENSE

- 11.1 Those employees required to have a Class “A” commercial driver’s license as part of their employment will be given \$600 per year, to be paid in October of each year.

ARTICLE XII – EDUCATION INCENTIVES

- 12.1 The City shall make available incentive pay as shown in Exhibit C & D. Effective July 8, 1991, a \$40.00 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 \$250.00 per month.
- 12.2 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.
- 12.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the 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.

- 12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit D.
- 12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:
- a. Only courses listed in Exhibit D will qualify towards this incentive.
 - b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
 - c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
 - d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to March 21, 2012.

ARTICLE XIII – BILINGUAL PAY

- 13.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XIV – TUITION REIMBURSEMENT

- 14.1 Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XV – COURT APPEARANCES

- 15.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 15.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 15.3 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.

- 15.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it 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 times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, 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 XVI – MILEAGE COMPENSATION

- 16.1 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 changes shall be effective the first day of the month following the determination of an increase by the IRS.

Chapter 2 - Leaves

ARTICLE XVII – CATASTROPHIC LEAVE

- 17.1 Catastrophic Leave will be provided as stated in the City's current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 17.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

ARTICLE XVIII – BEREAVEMENT LEAVE

- 18.1 Regular employees shall be granted 3 days of bereavement leave per incident 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.

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	foster parents	brother
half-brother	half-sister	sister

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

- 18.2 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 XIX – HOLIDAYS

- 19.1 Members of this Unit shall observe the following nationally observed holidays:

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

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

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.

- 19.2 Holiday time may be taken in quarter hour increments.

ARTICLE XX – LEAVES OF ABSENCE

- 20.1 Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU

ARTICLE XXI – SICK LEAVE

- 21.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 21.2 Sick leave may be accumulated up to an unlimited amount.
- 21.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for family member's illnesses.

ARTICLE XXII – VACATION LEAVE

- 22.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
21st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

- 22.2 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 first choice in any scheduling period.
- 22.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

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

Chapter 3 - Insurance and Retirement

ARTICLE XXIII – MEDICAL INSURANCE

23.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.

23.2 If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

23.3 Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2014. The baseline will be the January 2014 lowest cost PERS HMO for the employee's family category (\$657.33 for Single, \$1,314.66 for Employee +1, \$1,709.06 for Family.)

Effective January 1, 2015, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$40,000.

Percentage increases shall be based upon the amounts paid by City (\$657.33 for single, \$1,314.66 for Employee + 1 and \$1,709.06 for Family).

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

23.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above 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 26, or other medical insurance becomes available.

ARTICLE XXIV – DENTAL INSURANCE

24.1 Employees are provided fully paid family dental insurance.

24.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXV – VISION INSURANCE

25.1 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 XXVI – CHIROPRACTIC INSURANCE

26.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXVII – LIFE INSURANCE

27.1 The City agrees to provide 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.

ARTICLE XXVIII – LONG TERM DISABILITY

28.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

28.2 The maximum length of coverage is three years from date of disability.

ARTICLE XXIX – WORKER'S COMPENSATION

29.1 The City and AFSCME 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 Worker's 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 XXX – FLEXIBLE SPENDING ACCOUNT

- 30.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.
- 30.2 The City intends to propose a Cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.

ARTICLE XXXI – DEFERRED COMPENSATION PLAN

- 31.1 The City and AFSCME agree to the implementation of the following program effective July 1, 1977.
- 31.2 The City shall match contributions by General Service employees to a deferred compensation program up to a maximum 3.0% of the employee's gross salary.

ARTICLE XXXII – PERS

- 32.1 The City agrees to provide the following PERS retirement program and to pay the employers cost for employees deemed to be "classic" employees by PERS:
- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:
 - b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
 - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
 - d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
 - e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
 - f. Military Service Credit as Public Service (Section 21024).
 - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.

- h. 50% survivor continuation in the event of death after retirement.
- i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

32.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employee Pension Reform Act of 2013 (PEPRA):

- A. PERS "2% at 62" full formula retirement benefits plus the following additional options:
- B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
- C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.
- D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
- E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
- F. Military Service Credit as Public Service.
- G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- H. 50% survivor continuation in the event of death after retirement.
- I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXXIII – SICK LEAVE CONVERSION

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

Option #1 – CONVERSION

After ten years of employment with 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 ½% 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.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XXIII. Any differences created by an increase in premiums must be paid for by the employee.

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, 2 ½ % 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).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

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.

- 33.2 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 33.1.
- 33.3 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.
- 33.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 33.1 of this Article.

Option#4 – PERS CREDIT

- 33.5 Per California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.
- 33.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.
- 33.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.
- 33.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4. Union/City Issues**ARTICLE XXXIV – UNION LEAVE**

- 34.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 34.2 The City agrees to provide storage space to AFSCME for union materials.

ARTICLE XXXV – DEMOTION AND LAYOFF

- 35.1 The classification of Maintenance Worker in the Parks, Recreation and Cultural Services 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 workforce.
- 35.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXVI – CHANGES IN MEMORANDUM

- 36.1 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 XXXVII – CITY RIGHTS

37.1 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 procedure 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 on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXVIII – EMPLOYEE REPRESENTATION

38.1 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 Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), 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 AFSCME in Exhibit A.

38.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51.

38.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.
- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.
- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than 90 days or less than 60 days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
- Union Membership Dues
 - Agency Shop Fees
 - AFSCME Voluntary Political Action Check Off (PEOPLE)
 - Fair Share donations to the United Way Campaign
 - Fair Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 38.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee 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.
- 38.5 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.
- 38.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor

of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXIX – GRIEVANCE PROCEDURE

39.1 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 interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME 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 AFSCME 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, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

39.2 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 AFSCME 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 AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.

39.3 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.

39.4 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.

- 39.5 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.
- 39.6 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 AFSCME 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 ensure that the arbitration process is as brief and economical as possible, the following guidelines 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.

- 39.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 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.
- 39.8 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.

39.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

39.10 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XL – MUTUAL CONSENT CONTINGENCY

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

ARTICLE XLI – NO STRIKES

41.1 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 XLII – PROBATIONARY PERIOD

42.1 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.

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

- a. Vacation Leave – See Article XX 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 AFSCME shall be notified of all extensions.

42.3 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 XLIII – PROMOTION

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

ARTICLE XLIV – SENIORITY

44.1 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 XLV – SHOP STEWARDS

45.1 The AFSCME 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 period 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 XLVI – STATUS

46.1 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 XLVII – TERM

47.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January 1, 2014 to December 31, 2014.

CLASSIFICATION PLAN
Maintenance Operators
Employees hired before 3/21/12

EXHIBIT A

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Building Services Coordinator	85	3674.67	3858.40	4051.32	4253.89	4466.59
Chief Wastewater Plant Operator	358	5009.46	5259.93	5522.93	5799.07	6089.03
Environmental Compliance Inspector	425	4148.20	4355.61	4573.39	4802.06	5042.16
Equipment Service Worker	166	3039.45	3191.42	3350.99	3518.54	3694.47
Facilities Supervisor	78	4226.16	4437.47	4659.34	4892.31	5136.92
Fleet Services Supervisor	265	4614.03	4844.73	5086.97	5341.32	5608.38
Heavy Equipment Mechanic	264	3647.72	3830.11	4021.61	4222.69	4433.83
Laboratory Technician I	212	3304.12	3469.33	3642.80	3824.94	4016.18
Laboratory Technician II	213	3634.25	3815.96	4006.76	4207.10	4417.45
Lead Equipment Mechanic	266	4012.49	4213.12	4423.77	4644.96	4877.21
Maintenance Worker I	252	2893.11	3037.84	3189.68	3349.15	3516.76
Maintenance Worker II	255	3181.89	3340.99	3508.04	3683.44	3867.61
Park Maintenance Worker I	273	2755.52	2893.30	3037.96	3189.86	3349.35
Park Maintenance Worker II	276	3030.79	3182.32	3341.44	3508.51	3683.94
Park Maintenance Worker III	279	3333.96	3502.47	3675.69	3859.48	4052.45
Park Supervisor	270	4226.16	4437.47	4659.34	4892.31	5136.92
Parts Clerk	135	2895.08	3039.83	3191.82	3351.42	3518.99
Plant & Equipment Mechanic	430	3771.02	3959.50	4157.37	4365.17	4583.44
Senior Facilities Maintenance Worker	73	3674.67	3858.40	4051.32	4253.89	4466.59
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Street Maintenance Worker III	258	3500.47	3675.49	3859.26	4052.23	4254.84
Street Supervisor	381	4436.94	4658.79	4891.73	5136.31	5393.13
Traffic/Sign Making Worker	277	3030.79	3182.32	3341.44	3508.51	3683.94
Wastewater Plant Operator I	361	3598.54	3778.47	3967.39	4165.76	4374.05
Wastewater Plant Operator II	360	3958.50	4156.43	4364.25	4582.46	4811.58
Wastewater Plant Operator III	362	4354.36	4572.07	4800.67	5040.71	5292.74
Water Plant Operator II	364	3958.50	4156.43	4364.25	4582.46	4811.58
Water Plant Operator III	365	4354.36	4572.07	4800.67	5040.71	5292.74
Water/Wastewater Maintenance Worker III	431	3500.47	3675.48	3859.27	4052.23	4254.84
Water/Wastewater Supervisor	429	4770.83	5009.52	5259.78	5522.93	5799.13
Welder - Mechanic	171	3647.63	3830.15	4021.68	4222.75	4433.87

CLASSIFICATION PLAN
Maintenance Operators
Employees hired after 3/21/12

EXHIBIT B

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Environmental Compliance Inspector	425A	4181.11	4390.16	4609.67	4840.15	5082.16
Equipment Service Worker	166A	3080.58	3234.61	3396.34	3566.16	3744.47
Heavy Equipment Mechanic	264A	3812.26	4002.88	4203.02	4413.17	4633.83
Lead Equipment Mechanic	266A	4177.03	4385.88	4605.18	4835.44	5077.21
Plant & Equipment Mechanic	430A	4094.41	4299.13	4514.09	4739.79	4976.78
Street Maintenance Worker I	256A	2967.29	3115.65	3271.44	3435.01	3606.76
Street Maintenance Worker II	257A	3255.94	3418.73	3589.67	3769.15	3957.61
Street Maintenance Worker III	258A	3607.42	3787.79	3977.18	4176.04	4384.84
Street Supervisor	381A	4576.80	4805.64	5045.92	5298.22	5563.13
Water/Wastewater Maintenance Worker I	443A	2992.25	3141.86	3298.96	3463.90	3637.10
Water/Wastewater Maintenance Worker II	444A	3319.57	3485.55	3659.83	3842.82	4034.96
Water/Wastewater Maintenance Worker III	431A	3747.43	3934.81	4131.55	4338.12	4555.03
Water/Wastewater Supervisor	429A	5167.48	5425.85	5697.14	5982.00	6281.10

EXHIBIT C

INCENTIVE PAY SCHEDULE

1.	<u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laboratory Technician I & II • Water/ Wastewater Supervisor • Chief Wastewater Plant Operator • Laboratory Services Supervisor • Environmental Compliance Inspector 	<p>I</p> <p>I</p> <p>I</p> <p>III</p> <p>III</p>
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laboratory Technician I • Laboratory Technician II • Wastewater Plant Operator I & II • Environmental Compliance Inspector • Chief Wastewater Plant Operator • Laboratory Services Supervisor 	<p>I</p> <p>II</p> <p>I</p> <p>II</p> <p>II</p> <p>III</p>
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Plant and Equipment Mechanic • Wastewater Plant Operator I & II • Water/ Wastewater Maintenance Worker I, II, III • Chief Wastewater Plant Operator • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	<p>II</p> <p>I</p> <p>II</p> <p>II</p> <p>III</p> <p>II</p>
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater) • Maintenance Worker III (Streets or Water/ Wastewater) • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Street Supervisor, Water/ Wastewater Supervisor 	<p>I</p> <p>II</p> <p>II</p> <p>II</p> <p>III</p>

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Wastewater Plant Operator I • Wastewater Plant Operator II • Chief Wastewater Plant Operator 	<ul style="list-style-type: none"> II III IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer (Water/ Wastewater) • Maintenance Worker I, II, III (Water/Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant & Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III III III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I, II (Water/ Wastewater) • Maintenance Worker III (Water/ Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III III III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> • Street Supervisor • Parks Maintenance Worker III • Parks Supervisor • Streets Maintenance Worker I, II, III & Laborer • Wastewater Plant Operator I • Senior Facilities Maintenance Worker 	

9. Pest Control Advisor License
(State of California)
- Street Supervisor
 - Parks Supervisor
 - Laborer
 - Parks Maintenance Worker I, II, III
 - Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article XII, the amount for the Pest Control Advisor License incentive will be \$50 per month.

EXHIBIT D**INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES**

Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR) (certificate must be current, valid, unlimited) \$50.00

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

Aluminum Welding Proficiency Certificate \$12.50
(From a State certified welding instructor approved by the City)

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

Automotive Service Excellence Technician Certifications \$25.00/\$50.00

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

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive
(Only courses listed below will qualify towards ASE incentive)

A-1 Engine Repair
A-2 Automatic Transmission/Transaxle

- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- F-1 Light Vehicle Compressed Natural Gas

- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC

- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**

- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)

MEETING DATE: July 18, 2007

PREPARED BY: Deputy City Manager

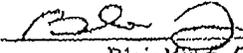
RECOMMENDED ACTION: Approve Resolution to amend Memorandums of Understanding (MOU) with Maintenance and Operators and General Services Bargaining units of The Association of Lodi City Employees (ALCE) to provide additional pay for State-required certifications of Distribution Operators I and II.

BACKGROUND INFORMATION: Various employees who work in the Public Works Department Water and Wastewater operations are required to have certifications as either a Distribution Operators I or II level. These certifications are required by the State of California in order that the City of Lodi meet Health and Safety standards. The certification requirement was enacted several years ago, but the pay level for employees who are required to obtain certifications was not adjusted at the same time as the requirement for certification was enacted.

The City of Lodi and members of the Maintenance and Operators and General Services bargaining units have met, conferred and tentatively agreed to amend the MOUS to allow for additional compensation for employees for which the certification requirements apply.

The attached agreements with these bargaining units indicate the terms of these tentative agreements as follows:

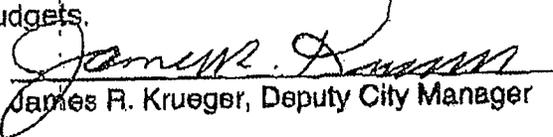
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level one certification will be increased by 2%.
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level two certification will be increased by 4%.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an \$ 60 incentive pay.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional \$ 60 per month in incentive pay.

APPROVED: 
Blair King, City Manager

- Any employee in the Maintenance and Operators bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional 2% incentive pay.
- It was tentatively agreed that this would be implemented retroactively to July 1, 2006.

FISCAL IMPACT: The additional annual expenditure for both of the amendments to the MOUS totals approximately \$50,000 per year.

FUNDING AVAILABLE: The additional costs for certification pay of preparing and mailing the supplemental assessment will be borne by the Finance and City Attorney's budgets.


James R. Krueger, Deputy City Manager

Attachment: Attachment A- Amendment to General Services MOU
Attachment B- Amendment to Maintenance & Operators MOU

RESOLUTION NO. 2007-134

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AMENDMENT TO MEMORANDUMS OF UNDERSTANDING
WITH THE MAINTENANCE AND OPERATORS AND GENERAL
SERVICES BARGAINING UNITS OF THE ASSOCIATION OF
LODI CITY EMPLOYEES TO PROVIDE ADDITIONAL PAY FOR
STATE REQUIRED CERTIFICATIONS OF DISTRIBUTION
OPERATORS I AND II

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Memorandums of Understanding with the Maintenance and Operators and General Services bargaining units of the Association of Lodi City Employees to provide additional pay for State required certifications of Distribution Operators I and II, as shown on Exhibits A and B as attached hereto; and

BE IT FURTHER RESOLVED that the amendment to the Memorandums of Understanding shall be effective for the period July 1, 2006 through June 30, 2008.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-134 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None


SANDI JOHL
City Clerk

2007-134

Side letter to the Current Maintenance & Operators MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (Maintenance & Operators).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the water services (Water/Wastewater) division of the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Water/Wastewater Supervisor	D2	4%
Senior Plant & Equipment Mechanic	D2	4%
Plant & Equipment Mechanic	D2	4%
Water/Wastewater Maintenance Worker III	D1	2%
Maintenance Worker II	D1	2%
Maintenance Worker I	D1	2%
Laboratory Services Supervisor	D1 or TI*	2%
Environmental Compliance Inspector	D1 or TI*	2%

*Per regulation may possess either a treatment operator certificate or a distribution operator certificate.

Any current W/WW MW 1 employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

Any employee, who obtains a certification higher than required, shall have his/her pay adjusted in accordance with Article IV - Education Incentive of the MOU except as follows:

- * Personnel listed above who are required to obtain a D1 (or T1* certificate), who obtain a D2 (or T2*) certificate shall receive an additional incentive of 2% (instead of \$40 as stated in Article 4.1).

The City will pay for the training to obtain the certificate for current and future employees per Article 4.2 of the MOU.

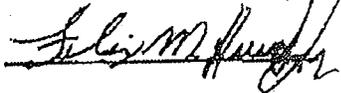
Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,
COUNCIL, 57

Felix Mario Huerta Jr.,

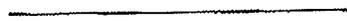


Mark Ruggiero, Chapter President



AGREED TO BY THE
CITY OF LODI

James R. Krueger, Deputy, City Manager



Richard Prima, Public Works Director



Side letter to the Current General Services MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (General Services).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Public Works Inspector II	D1	2%
Public Works Inspector I	D1	2%
Senior Engineering Technician*	D2 and T1	4%

* Applies to one incumbent in this classification (Kevin Gaither) who currently has these certifications, but are not required for this classification.

Any current employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

The City will continue to pay for the training to obtain the certificate for current and future employees.

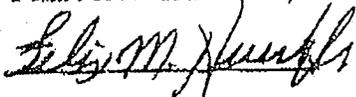
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The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,
COUNCIL 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President

AGREED TO BY THE
CITY OF LODI,

James R. Krueger, Deputy, City Manager

Richard Prima, Public Works Director

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson
Nancy Vinson
Chief Negotiator
Date: 3-27-2012

Konradt Bartlam
Konradt Bartlam
City Manager
Date: 3-27-12

Sherry Moroz
Sherry Moroz
President
Date: 3-27-2012

Dean Gualco
Dean Gualco
Human Resources Manager
Date: 3-28-12

Linda Tremble
Linda Tremble
Vice President
Date: 3-27-2012

Attest:
Randi Johl
Randi Johl
City Clerk

Donnie Sanford
Donnie Sanford
Vice President
Date: 3/27/12

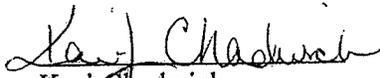
Terri Lovell
Terri Lovell
Secretary
Date: 3/27/12

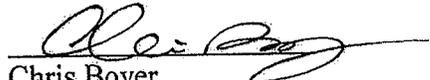
APPROVED AS TO FORM:

D. Stephen Schwabauer
D. Stephen Schwabauer
City Attorney

Dan Tarnasky
Dan Tarnasky
MO Representative
Date: 3/27/12

Brian Longpre
Brian Longpre
MO Representative
Date: 3/27/12


Kari Chadwick
GS Representative
Date: 3/27/12


Chris Boyer
GS Representative
Date: 3/27/12


Sandy Smith
Treasurer
Date: 3/27/12

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson, Chief Negotiator
Date: _____

Konradt Bartlam, City Manager
Date: _____

Sherry Moroz, President
Date: _____

Jordan Ayers, Deputy City Manager
Date: _____

Donnie Sanford, Exec. Vice President
Date: _____

Attest:

Randi Johl-Olson, City Clerk

Linda Tremble, Vice President
Date: _____

Approved As To Form:

D. Stephen Schwabauer, City Attorney

Sandra Smith, Treasurer
Date: _____

Kari Chadwick, GS Representative
Date: _____

Brian Longpre, M&O Representative
Date: _____

Matt Rempfer, M&O Representative
Date: _____

Patsy Tucker, GS Representative
Date: _____

Denise Wiman, GS Representative
Date: _____

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2014 - December 31, 2014

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Attachment A – Salary Schedule effective 01/01/14

Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY

1.1 All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.

This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.

1.2 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase or a one time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

ARTICLE II – HOURS

2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.

- c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 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:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.
 - b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 4.2 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.

4.3 REST PERIOD

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.

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

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- b. On non-work days or on holidays, 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 preceding work period on a work day.

4.5 The Animal Services Supervisor, and Assistant Animal Services Officer serve on an on call basis on a weekly basis and shall be compensated \$200 per week for weeks they serve on call.**4.6** Call Out Pay:

- A. The employees called out shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between midnight and 12 midnight on any given day, shall be paid at double time.
- B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 4.6 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.
- C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 4.6(A) of this Agreement.
- D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.

Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement and any additional hours worked as defined in Article 4.6(C) of this Agreement.

ARTICLE V – MEALS

- 5.1 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. The cost of the meal not to exceed \$20.00 with a receipt. 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.
- 5.2 When the City requires employees to work on non-work days without notice, 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.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/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 30.1 hereof.

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 (1) 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 VI – TEMPORARY UPGRADE

- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150. The uniform allowance shall be paid quarterly as part

of the last bi-weekly payroll in the months of March, June, September, and December.

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- Assistant Animal Services Officer
- Code Enforcement Officer
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- Supervising Code/Community Improvement Officer

A. The Field Services Representative and the Field Services Supervisor shall be provided with uniforms that meet the requirements for flame retardant clothing. Uniforms provided by the City shall include a jacket, pants, and shirts, and appropriate rain gear. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts and pants) per work day, will be provided to the Field Services Representative and the Field Services Supervisor.

7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

7.3 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 7.5 and 7.6 below.

7.4 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for frames and lenses to the City of Lodi for reimbursement.

7.5 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.

3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
 4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 7.6 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the City would be required to replace issued safety glasses due to abuse by the employee.
 2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
 3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 7.7 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 7.8 When an employee's personal clothing is damaged in the line of duty, the employee may request to have the item replaced or repaired at the City's expense.
- a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - b. The City shall have the sole discretion to approve or deny the request, and its denial shall not be grievable.
 - c. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - d. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item to the City for inspection.
 - e. All requests for reimbursement shall be accompanied by receipts.
- 7.9 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing glasses.
- a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.

- b. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.
- c. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150.00
Insurance Pays	\$100.00
Reimbursed to employee	\$ 50.00

- d. All requests for reimbursement shall be accompanied by receipts.

ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS

- 8.1 The City agrees to provide an annual boot allowance of \$250, paid semi-annually as part of the last biweekly payroll in the months of April and October of each year, for the following classifications:

Building Inspector I/II
 Code Enforcement Officer I/II
 Engineering Technician I/II
 Jr. Engineer
 Public Works Inspector I/II
 Sr. Engineering Technician (1) (who do inspection/survey work)
 Supervising Code/Community Improvement Officer
 Records Clerk
 Animal Services Supervisor
 Assistant Animal Services Officer
 Parking Enforcement Assistant

- 8.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 8.2.1 Employees who are assigned to a Lodi Police Department job site, or are supervised by Lodi Police Department personnel, and who are required to wear a uniform, shall be entitled to the safety shoe/boot allowance that meet the Lodi Police Department Policy and Procedure Section 210.1C mandate. This includes appropriate foot wear for Class B and Class A uniforms.
- 8.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

- 8.4 Employees who are required to wear specific boots or shoes per any City of Lodi Policy and Procedures mandate, must wear the appropriate footwear when performing the duties/tasks of the assigned classification.
- 8.5 Employees performing duties/tasks without the prescribed appropriate footwear may be required to vacate the job site until such time as they can return wearing the required footwear for the classification/duties/tasks. Time spent away from the job site for this purpose shall not be paid City of Lodi time.

ARTICLE IX – EDUCATION INCENTIVES

- 9.1 Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training
Land Surveyor in Training
Land Surveyor

- 9.2 The incentive in this subsection is limited to employees hired prior to the execution of this MOU.

ARTICLE X – BILINGUAL PAY

- 10.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XI – TUITION REIMBURSEMENT

- 11.1 Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XII – COURT APPEARANCES

- 12.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 12.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 12.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 12.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.

- 12.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it 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 designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XIII – MILEAGE COMPENSATION

- 13.1 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.
- 13.2 Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

Chapter 2 - Leaves

ARTICLE XIV – CATASTROPHIC LEAVE

- 14.1 Catastrophic Leave will be provided as stated in the City's current policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 14.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability.

ARTICLE XV – BEREAVEMENT LEAVE

- 15.1 Employees shall be granted three (3) days of bereavement leave per incident 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. The immediate family shall be limited to an employee's:

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

- 15.2 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 for classifications in the General Services Unit.

ARTICLE XVI – HOLIDAYS

- 16.1 Members of this Unit shall observe the following nationally observed holidays:

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

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

In addition, each employee shall be granted an additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

- 16.2 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.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

ARTICLE XVII – LEAVE OF ABSENCE

- 17.1 Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XVIII – SICK LEAVE

- 18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

- 18.2 Sick leave may be accumulated up to an unlimited amount.
- 18.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

ARTICLE XIX – VACATION LEAVE

- 19.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6 th year	4.62 hours per pay period
12 th year	5.24 hours per pay period
15 th year	6.16 hours per pay period
21 st year	6.47 hours per pay period
22 nd year	6.78 hours per pay period
23 rd year	7.09 hours per pay period
24 th year	7.40 hours per pay period
25 th year & over	7.71 hours per pay period

- 19.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.
- 19.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.
- 19.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Chapter 3 – Insurance and Retirement

ARTICLE XX – MEDICAL INSURANCE

- 20.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.
- 20.2 If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs after January 1, 2014. The baseline will be the January 1, 2014 lowest cost PERS HMO for the employee's family category (\$657.33 for single, \$1,314.66 for Employee +1, \$1,709.06 for Family).

- 20.3 Effective January 1, 2015, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$40,000.

Percentage increases shall be based upon the amounts paid by City (\$657.33 for Single, \$1,314.66 for Employee +1, \$1,709.06 for Family).

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

- 20.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member 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 26, or other medical insurance becomes available.

ARTICLE XXI – DENTAL INSURANCE

- 21.1 Employees are provided fully paid family dental insurance.

- 21.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXII – VISION INSURANCE

- 22.1 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 XXIII – CHIROPRACTIC

23.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXIV – LIFE INSURANCE

24.1 A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

ARTICLE XXV – LONG TERM DISABILITY

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

25.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XXVI – WORKERS' COMPENSATION

26.1 The City and AFSCME 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 employees upon receiving said benefits such paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees 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 XXVII – FLEXIBLE SPENDING ACCOUNT

27.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

27.2 The City intends to propose a Cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above

listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria Plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.

ARTICLE XXVIII – DEFERRED COMPENSATION

28.1 The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary.

ARTICLE XXIX – PERS

29.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "classic" employees by PERS:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

29.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employees Pension Reform Act of 2013 (PEPRA):

- A. PERS "2% at 62" full formula retirement benefits plus the following additional options:
- B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.

- C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.
- D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
- E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
- F. Military Service Credit as Public Service.
- G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- H. 50% survivor continuation in the event of death after retirement.
- I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXX – SICK LEAVE CONVERSION

30.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – Conversion

After ten (10) years of employment with 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 (10) years, the employee shall be entitled to add 2.5% 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.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XX. Any differences created by an increase in premiums must be paid for by the employee.

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, 2.5% 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).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

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.

- 30.2 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 30.1.
- 30.3 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.
- 30.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 30.1 of this Article.

Option #4 – PERS Credit

- 30.5 Per the California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.
- 30.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.
- 30.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.
- 30.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4 – Union / City Issues

ARTICLE XXXI – UNION LEAVE

- 31.1 Whenever any employee is absent from work as a result of a formal request by AFSCME 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 AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 31.2 The City agrees to provide storage space to AFSCME for association materials.

ARTICLE XXXII – LAYOFF

- 32.1 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXIII – CHANGES IN MEMORANDUM

- 33.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU 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 would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXXIV – CITY RIGHTS

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

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to 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 employees organizations from filing grievances regarding the practical

consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXV – EMPLOYEE REPRESENTATION

35.1 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 Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result 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 reached 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 AFSCME in Exhibit A.

35.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

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

35.3 **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than 90 days or less than 60 days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 35.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee 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.
- 35.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 35.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXVI – GRIEVANCE PROCEDURE

- 36.1 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 AFSCME 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 AFSCME involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

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

- 36.2 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 MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME 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 AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 36.3 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.
- 36.4 STEP TWO: If a grievance is not resolved in the 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 of the date the department head receives the written statement.
- 36.5 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 or 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.
- 36.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for 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 arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five 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.

- 36.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 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.
- 36.8 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.
- 36.9 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVII – MUTUAL CONSENT CONTINGENCY

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

ARTICLE XXXVIII – NO STRIKES

- 38.1 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 XXXIX – PROBATIONARY PERIOD

- 39.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (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/her new duties, assignments and responsibilities in his/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/she has not satisfactorily completed probation.
- 39.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:
- a. Vacation Leave – See Article XIX 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 six (6) months. AFSCME shall be notified of all extensions.

d. Probation shall be extended for the same time as any leaves of absence.

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

ARTICLE XL – PROMOTION

40.1 The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

ARTICLE XLI - SENIORITY

41.1 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 disability.
- d. On leave of absence.
- e. Absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLII – SHOP STEWARDS

42.1 AFSCME 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 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 presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

ARTICLE XLIII – STATUS

43.1 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/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 (12) month 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 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 XLIV – TERM

44.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The parties agree as follows:

TERM: Covering the period from January 1, 2014 through December 31, 2014

2014

ATTACHMENT A**SALARY SCHEDULE - GS**

Effective January 1, 2014

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Accounting Clerk	3	2834.48	2976.20	3125.01	3281.26	3445.33
Administrative Clerk	372	2566.79	2695.13	2829.89	2971.38	3119.95
Administrative Secretary	376	3414.27	3584.99	3764.24	3952.45	4150.07
Animal Services Supervisor	25	3331.07	3497.63	3672.51	3856.13	4048.94
Assistant Animal Services Officer	39	2896.66	3041.49	3193.57	3353.25	3520.91
Building Inspector I	74	3942.37	4129.79	4336.28	4553.10	4780.75
Building Inspector II	75	4326.45	4542.77	4769.91	5008.41	5258.83
Code Enforcement Officer	107	4120.43	4326.45	4542.77	4769.91	5008.41
Customer Service Representative I	354	2576.81	2705.65	2840.93	2982.97	3132.12
Customer Service Representative II	353	2834.48	2976.20	3125.01	3281.26	3445.33
Engineering Technician I	157	3970.52	4169.04	4377.49	4596.37	4826.19
Engineering Technician II	159	4367.57	4585.94	4815.24	5056.00	5308.80
Field Services Representative	36	3504.16	3679.37	3863.34	4056.51	4259.33
Field Services Supervisor	35	4033.72	4235.41	4447.18	4669.53	4903.01
Finance Technician	355	3429.72	3601.21	3781.27	3970.34	4168.85
Information Systems Specialist	127	3895.39	4090.17	4294.94	4509.40	4734.87
Junior Engineer	207	4804.32	5044.54	5296.76	5561.60	5839.68
Junior Planner	210	3920.74	4116.77	4322.61	4538.74	4765.68
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
Meter Reader	267	3188.71	3348.14	3515.55	3691.33	3875.89
Network Technician	426	4671.51	4905.09	5150.34	5407.86	5678.26
Parking Enforcement Assistant	288	2918.97	3064.92	3218.17	3379.08	3548.03
Parks Project Coordinator	271	4804.32	5044.54	5296.76	5561.60	5839.68
Permit Technician	69	3242.65	3404.82	3575.06	3753.82	3941.51
Program Coordinator	286	2999.32	3149.28	3306.74	3472.08	3645.69
Public Works Inspector I	320	3933.14	4129.79	4336.28	4553.10	4780.75
Public Works Inspector II	321	4326.45	4542.77	4769.91	5008.41	5258.83
Senior Administrative Clerk	375	2823.47	2964.64	3112.88	3268.52	3431.95
Senior Engineering Technician	161	4804.32	5044.54	5296.76	5561.60	5839.68
Senior Library Assistant	231	2964.64	3112.88	3268.52	3431.95	3603.54
Senior Police Administrative Clerk	315	2988.78	3138.23	3295.13	3459.88	3632.88
Supervising Customer Service Representative	346	3429.72	3601.21	3781.27	3970.34	4168.85
Water Services Technician I	427	4664.39	4897.61	5142.49	5399.61	5669.59
Water Services Technician II	428	5130.82	5387.36	5656.73	5939.57	6236.55

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson, Chief Negotiator
Date: _____

Konradt Bartlam, City Manager
Date: _____

Sherry Moroz, President
Date: _____

Jordan Ayers, Deputy City Manager
Date: _____

Donnie Sanford, Exec. Vice President
Date: _____

Attest:

Randi Johl-Olson, City Clerk

Linda Tremble, Vice President
Date: _____

Approved As To Form:

D. Stephen Schwabauer, City Attorney

Sandra Smith, Treasurer
Date: _____

Kari Chadwick, GS Representative
Date: _____

Brian Longpre, M&O Representative
Date: _____

Matt Rempfer, M&O Representative
Date: _____

Patsy Tucker, GS Representative
Date: _____

Denise Wiman, GS Representative
Date: _____