

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 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:

**REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

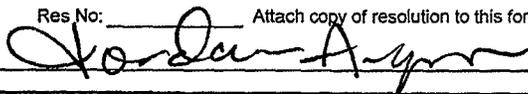
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	\$ 285,272.00
	160		3205	Fund Balance	\$ 45,968.00
	170		3205	Fund Balance	\$ 157,034.00
	180		3205	Fund Balance	\$ 12,566.00
	210		3205	Fund Balance	\$ 6,956.00
	210		4210	Operating Transfers In	\$ 25,300.00
	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

**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: 

**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<br>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 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	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, \$1709.06 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"> <li>• Laboratory Technician I &amp; II</li> <li>• Water/ Wastewater Supervisor</li> <li>• Chief Wastewater Plant Operator</li> <li>• Laboratory Services Supervisor</li> <li>• Environmental Compliance Inspector</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>I</li> <li>I</li> <li>III</li> <li>III</li> </ul>
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"> <li>• Laboratory Technician I</li> <li>• Laboratory Technician II</li> <li>• Wastewater Plant Operator I &amp; II</li> <li>• Environmental Compliance Inspector</li> <li>• Chief Wastewater Plant Operator</li> <li>• Laboratory Services Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>I</li> <li>II</li> <li>II</li> <li>III</li> </ul>
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> <li>• Plant and Equipment Mechanic</li> <li>• Wastewater Plant Operator I &amp; II</li> <li>• Water/ Wastewater Maintenance Worker I, II, III</li> <li>• Chief Wastewater Plant Operator</li> <li>• Sr. Plant and Equipment Mechanic</li> <li>• Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>II</li> <li>I</li> <li>II</li> <li>II</li> <li>III</li> <li>II</li> </ul>
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"> <li>• Laborer, Maintenance Worker I &amp; II (Streets or Water/ Wastewater)</li> <li>• Maintenance Worker III (Streets or Water/ Wastewater)</li> <li>• Plant and Equipment Mechanic</li> <li>• Sr. Plant and Equipment Mechanic</li> <li>• Street Supervisor, Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>II</li> <li>II</li> <li>III</li> </ul>

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"> <li>• Wastewater Plant Operator I</li> <li>• Wastewater Plant Operator II</li> <li>• Chief Wastewater Plant Operator</li> </ul>	<ul style="list-style-type: none"> <li>II</li> <li>III</li> <li>IV</li> </ul>
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"> <li>• Laborer ( Water/ Wastewater)</li> <li>• Maintenance Worker I, II, III (Water/Wastewater)</li> <li>• Laboratory Services Supervisor</li> <li>• Environmental Compliance Inspector</li> <li>• Plant and Equipment Mechanic</li> <li>• Sr. Plant &amp; Equipment Mechanic</li> <li>• Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>II</li> <li>II</li> <li>III</li> <li>III</li> <li>III</li> </ul>
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"> <li>• Laborer, Maintenance Worker I, II (Water/ Wastewater)</li> <li>• Maintenance Worker III (Water/ Wastewater)</li> <li>• Laboratory Services Supervisor</li> <li>• Environmental Compliance Inspector</li> <li>• Plant and Equipment Mechanic</li> <li>• Sr. Plant and Equipment Mechanic</li> <li>• Water/ Wastewater Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>I</li> <li>II</li> <li>II</li> <li>II</li> <li>III</li> <li>III</li> <li>III</li> </ul>
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> <li>• Street Supervisor</li> <li>• Parks Maintenance Worker III</li> <li>• Parks Supervisor</li> <li>• Streets Maintenance Worker I, II, III &amp; Laborer</li> <li>• Wastewater Plant Operator I</li> <li>• Senior Facilities Maintenance Worker</li> </ul>	

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

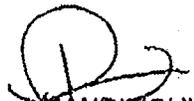
I hereby certify that Resolution No. 2007-134 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katakian, Mounce, and  
Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Hitchcock

ABSTAIN: COUNCIL MEMBERS - None

  
KANDI 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 T1*	2%
Environmental Compliance Inspector	D1 or T1*	2%

\*Per regulation may posses 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.

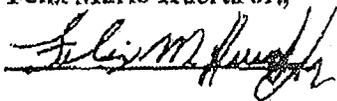
Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

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.

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

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

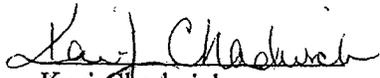
Terri Lovell  
Terri Lovell  
Secretary  
Date: 3/27/12

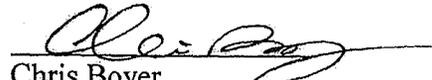
APPROVED AS TO FORM:

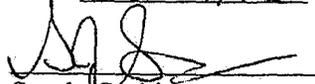
D. Stephen Schwabauer  
D. Stephen Schwabauer  
City Attorney

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.

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- 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.

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- 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 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	Friday 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 <sup>th</sup> year	4.62 hours per pay period
12 <sup>th</sup> year	5.24 hours per pay period
15 <sup>th</sup> year	6.16 hours per pay period
21 <sup>st</sup> year	6.47 hours per pay period
22 <sup>nd</sup> year	6.78 hours per pay period
23 <sup>rd</sup> year	7.09 hours per pay period
24 <sup>th</sup> year	7.40 hours per pay period
25 <sup>th</sup> 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 23<sup>rd</sup> 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 unreimbursable 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

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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.

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- 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

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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

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**ATTACHMENT A****SALARY SCHEDULE - GS**

Effective January 1, 2014

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
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: \_\_\_\_\_