

RESOLUTION NO. 2020-47

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE AFSCME – MAINTENANCE & OPERATORS UNIT FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

WHEREAS, representatives from the City and the AFSCME – Maintenance & Operators Unit have bargained in good faith and reached a tentative agreement on a successor MOU; and

WHEREAS, it is recommended that Council approve revisions to the Memorandum of Understanding with AFSCME – Maintenance & Operators Unit to include the following:

- Term: January 1, 2020 to December 31, 2022;
- Additional Accidental Death and Dismemberment insurance of \$10,000;
- Increase to Standby Pay hourly compensation; compensation for off-duty communications to include text messaging and email correspondence for emergency call outs as is provided for telephone calls;
- Increase to reimbursement amount for prescription safety glasses to \$500;
- Five percent (5%) salary adjustment, effective February 10, 2020; a five percent (5%) salary adjustment effective the first full pay period in January 2021; and, a five percent (5%) salary adjustment effective the first full pay period in January 2021;
- Medical premiums will be increased by the lower of three percent (3%) or the actual cost increase for employees whose annual base salary is \$47,000;
- Incorporation of side-letter agreement listing all job classifications that are eligible for Bio-Hazard incentive and side-letter agreement to eliminate the cash-out provision under Sick Leave Conversion;
- All employees in the bargaining unit will pay additional cost-sharing of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516 as follows:
 - One percent (1%), effective July 13, 2020,
 - One percent (1%), effective January 11, 2021, and
 - One percent (1%), effective January 10, 2022

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of Lodi and AFSCME – Maintenance & Operators, effective January 1, 2020 through December 31, 2022.

Date: March 4, 2020

I hereby certify that Resolution No. 2020-47 was passed and adopted by the City Council of the City of Lodi in a regular/special joint meeting held on March 4, 2020 by the following vote:

- AYES: COUNCIL MEMBERS – Chandler, Mounce, Nakanishi, and Mayor Kuehne
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

Pamela M. Farris
PAMELA M. FARRIS
Assistant City Clerk

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

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

MAINTENANCE & OPERATORS UNIT

January 1, 2020 – December 31, 2022

TABLE OF CONTENTS

<u>CHAPTER 1 – SALARIES AND OTHER COMPENSATION</u>		<u>Page #</u>
Article I	Salary	4
Article II	Hours	4
Article III	Compensatory Time	4
Article IV	Overtime	5
Article V	Meals	6
Article VI	Temporary Upgrade	7
Article VII	Shift Differential	7
Article VIII	Standby Pay – Call-Out Pay	7
Article IX	Tools and Uniform Allowance	8
Article X	Safety/Safety Boot Provisions	10
Article XI	Class A License	11
Article XII	Education Incentives	11
Article XIII	Bio Hazardous/Waste Incentive	12
Article XIV	Bilingual Pay	12
Article XV	Tuition Reimbursement	12
Article XVI	Court Appearances	12
Article XVII	Mileage Compensation	13
<u>CHAPTER 2 – LEAVES</u>		
Article XVIII	Catastrophic Leave	13
Article XIX	Bereavement Leave	13
Article XX	Holidays	14
Article XXI	Leaves of Absence	14
Article XXII	Sick Leave	15
Article XXIII	Vacation Leave	15
<u>CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT</u>		
Article XXIV	Medical Insurance	16
Article XXV	Dental Insurance	16
Article XXVI	Vision Insurance	17
Article XXVII	Chiropractic Insurance	17
Article XXVIII	Life Insurance	17
Article XXIX	Long Term Disability	17
Article XXX	Workers' Compensation	17
Article XXXI	Flexible Spending Account	18
Article XXXII	Deferred Compensation Plan	18
Article XXXIII	PERS	18
Article XXXIV	Sick Leave Conversion	20

CHAPTER 4 – UNION / CITY ISSUES

Article XXXV	Union Leave	21
Article XXXVI	Demotion And Layoff	21
Article XXXVII	Changes in Memorandum	21
Article XXXVIII	City Rights	22
Article XXXIX	Employee Representation	22
Article XL	Grievance Procedure	24
Article XLI	Mutual Consent Contingency	27
Article XLII	No Strikes	27
Article XLIII	Probationary Period	27
Article XLIV	Promotion	28
Article XLV	Seniority	28
Article XLVI	Shop Stewards	28
Article XLVII	Status	28
Article XLVIII	Term	29

Exhibit A – Salary Schedule effective February 10, 2020

Exhibit B – Certification Requirements and Incentive Chart

Chapter 1 – Salaries and Other Compensation

ARTICLE I – SALARY

1.1 Effective February 10, 2020, the City shall increase the salary ranges by five percent (5%). Effective with the first full pay period in January 2021 and January 2022, the City shall increase the salary ranges by five percent (5%).

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			

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

- 3.3 No more than two hundred (200) hours of compensatory time may be carried on the books at any time. Employee's may cash out any amount of the compensatory time at the employee's straight time hourly rate of pay each April, June, and October. A request to cash out leave must be in writing and submitted to the Finance Division.
- 3.4 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 (1½), 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 2.1 and 2.2; 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 12:00 a.m. and 12:00 a.m. on any given day, any work performed between the hours of 12:00 a.m. 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 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 The City and AFSCME mutually agree to engage in further discussion to incorporate clarifying language for Article V – Meals.
- 5.2 If the City requires 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 \$25 meal allowance, payable through payroll. 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.
- 5.3 When the City requires employees to work on non-work days, the City shall provide a meal allowance 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.
- 5.4 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 a meal allowance in accordance with other provisions of this MOU.
- 5.5 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 allowance on the job and the City shall provide other meal allowances as required by the duration of the work period. The meal allowances 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, for four (4) hours, shall receive a 10% wage

increase while in this status. However, in no event shall the upgrade pay per hour exceed the top 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 12:00 p.m. to 10:00 p.m. 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:

A. **Standby Pay:** All employees in the Maintenance and Operators Bargaining Unit, except Waste Water 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

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 12:00 a.m. Time worked between 12:00 a.m. and 6:00 a.m., or in excess of twelve (12) consecutive hours between 12:00 a.m. and 12:00 a.m. 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.

8.3 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 (1) hour minimum. Only one call out between the hours of 12:00 a.m. and 12:00 a.m. shall be compensated at the minimum three (3) hour period. Phone calls lasting less than ten (10) minutes, text messages and/or emails that do not require substantive work would be paid one (1) hour at the appropriate overtime rate. Calls more than ten (10) minutes, text messages and/or emails that require substantive work would receive the standard three (3) hour callback at the appropriate overtime rate.

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 |
| Service Writer | Building Services Supervisor |

9.2 Coveralls, but no more than 3, are provided per year to the following Maintenance and Operators classifications:

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

9.3 Smocks, but no more than 3, are provided per year to Laboratory Technician I/II classifications.

9.4 The City agrees to provide prescription safety glasses up to a maximum cost of \$500 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 The employee shall pay directly to the optometrist any fees for prescription examination or related charges if needed. The employee shall submit receipts for the prescription safety 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 employee's 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 employee’s claim.
- d. Items replaced shall be of similar, or the same quality 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 quality 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
Insurance Pays	\$100
Reimbursed to employee	\$ 50

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. A \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn education incentive pay to a combined maximum of \$250 per month. (The certificate pays on Exhibit C chart are not included in this cap)

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 per month to two (2) Wastewater Plant Operators, two (2) Surface Water Plant Operators, and two (2) Plant and Equipment Mechanics for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two Wastewater or Surface Water Plant Operators or Plant and Equipment Mechanics, the remaining employee in each classification shall receive \$40 per month.

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

12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25 or \$50 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:

- a. Only courses listed in Exhibit C 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 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 per month for possession of a minimum of three (3) certificates.
- d. Employees will receive a total of \$50 per month for possession of a minimum of eight (8) certificates.

ARTICLE XIII – BIO HAZARDOUS/WASTE INCENTIVE (incorporating side-letter agreement, no additional classifications added)

13.1 Employees in the following classifications who are assigned to clean up bio hazardous materials will receive \$100 per month, paid bi-weekly:

Building Services Supervisor
Facilities Maintenance Worker
Senior Facilities Maintenance Worker
Facilities Supervisor
Plant and Equipment Mechanic
Parks Maintenance Worker I/II/III
Parks Supervisor
Maintenance Worker II
Street Maintenance Worker I/II/III
Street Supervisor

- 13.2 All bargaining unit members who receive this incentive shall complete appropriate Bio Hazard training offered by the City.

ARTICLE XIV – BILINGUAL PAY

- 14.1 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, paid bi-weekly. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XV – TUITION REIMBURSEMENT

- 15.1 Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not reduce the maximum reimbursement amount of \$3,000 or eliminate this policy during the term of this MOU.

ARTICLE XVI – COURT APPEARANCES

- 16.1 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.
- 16.2 If jury duty attendance is less than one-half (1/2) of a normal working day, the employee is expected to return to work.
- 16.3 If an employee has had jury duty of six (6) 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.
- 16.4 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 (1½) 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 (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XVII – MILEAGE COMPENSATION

17.1 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, not to exceed 20 miles (each direction) 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 a change by the IRS.

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

18.1 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.

18.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

ARTICLE XIX – BEREAVEMENT LEAVE

19.1 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:

o	Spouse/domestic partner	Parent/step-parent/foster parent	Grandparent
r	grandparent-in-law	parent-in-law	Child/step-child
a	grandchild	son-in-law	daughter-in-law
	Sister/step-sister/half-sister	Brother/step-brother/half-brother	

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

19.2 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 XX – HOLIDAYS

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

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

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

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

Employees hired after the first pay period of the year are credited with fixed holidays plus a prorated share of floating holidays for the remainder of the calendar year. Employees separating from employment shall be debited the fixed holidays and the prorated share of floating holidays for the remainder of the 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.

20.2 Holiday time may be taken in quarter hour increments.

ARTICLE XXI – LEAVES OF ABSENCE

21.1 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 XXII – SICK LEAVE

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

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

22.3 Family Sick Leave will be provided in accordance with the City’s current Sick Leave Policy as revised in September 2010.

ARTICLE XXIII – VACATION LEAVE

23.1 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

23.2 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.

23.3 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.

23.4 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 XXIV – MEDICAL INSURANCE

24.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. Effective January 1, 2018, the City will contribute the following amounts toward the medical premium:

\$1,794.51	per month for family
\$1,380.39	per month for employee +1 dependent
\$690.20	per month for employee only

The employee will pay one hundred percent (100%) of the difference between the City's contribution and the monthly premium for the plan elected.

- 24.2 If an employee waives medical insurance through the City of Lodi, the employee may at their option take the following in cash or deposited into their deferred compensation account (Cash in lieu):

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

In order to qualify for this provision, proof of group insurance must be provided to the City.

- 24.3 Effective January 1, 2020 and through December 31, 2022, 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 \$47,000.

Percentage increases shall be based upon the amounts paid by City (\$690.20 for Employee only, \$1,380.39 for Employee + 1 and \$1,794.51 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.

- 24.5 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 XXV – DENTAL INSURANCE

- 25.1 Employees are provided fully paid family dental insurance.

- 25.2 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 XXVI – VISION INSURANCE

- 26.1 The City agrees to provide a vision care plan equivalent to the VSP Signature Plan with a \$25 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XXVII – CHIROPRACTIC INSURANCE

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

ARTICLE XXVIII – LIFE INSURANCE

- 28.1 The City agrees to provide a life insurance program providing \$25,000 term life insurance which includes \$25,000 of Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.
- 28.2 The City will provide an additional \$10,000 of Accidental Death and Dismemberment insurance for each member in the Maintenance & Operators Unit.

ARTICLE XXIX – LONG TERM DISABILITY

- 29.1 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.
- 29.2 The maximum length of coverage is three years from date of disability.

ARTICLE XXX – WORKER'S COMPENSATION

- 30.1 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 XXXI – FLEXIBLE SPENDING ACCOUNT

- 31.1 The City will maintain a pre-tax "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. Effective in plan year 2018, the Medical Flexible Spending Account (FSA) will include a carryover provision which allows an active participant to automatically carryover up to \$500 to the new plan year. However, amounts over \$500 would be forfeited after the final filing date, if left unclaimed.

ARTICLE XXXII – DEFERRED COMPENSATION PLAN

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

- 32.2 The City shall match contributions by Maintenance and Operators employees to a deferred compensation program up to a maximum 3.0% of the employee's gross salary.

ARTICLE XXXIII – PERS

- 33.1 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.

- 33.2 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.
- 33.3 Effective May 20, 2019, in accordance with California Government Code §20516 contract amendment process requirements, each employee in the unit shall pay three percent (3%) towards the employer's share of CalPERS normal pension cost (cost-sharing). Effective July 13, 2020, each employee in this unit shall pay an additional one percent (1%) towards the employer's share of CalPERS normal pension cost (cost-sharing). Effective January 11, 2021, each employee in this unit shall pay an additional one percent (1%) towards the employer's share of CalPERS normal pension cost (cost-sharing). Effective January 10, 2022, each employee in this unit shall pay an additional one percent (1%) towards the employer's share of CalPERS normal pension cost (cost-sharing).

ARTICLE XXXIV – SICK LEAVE CONVERSION

34.1 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 XXIV. 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 – PERS CREDIT

- 34.2 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.
- 34.3 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 and 2. The only option available to these employees is Option #3, PERS credit.
- 34.5 Option #3 is available to all represented employees meeting PERS eligibility requirements.
- 34.6 If an employee opts to utilize the provisions of Option #1, or Option #2, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4. Union/City Issues

ARTICLE XXXV – UNION LEAVE

35.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee 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.

35.2 The City agrees to provide storage space to AFSCME for union materials.

ARTICLE XXXVI – DEMOTION AND LAYOFF

36.1 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.

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

ARTICLE XXXVII – CHANGES IN MEMORANDUM

37.1 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 XXXVIII – CITY RIGHTS

38.1 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 XXXIX – EMPLOYEE REPRESENTATION

39.1 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.

39.2 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.

39.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall have the opportunity to be a member of AFSCME. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement. 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. Membership status shall remain in effect per the terms set forth in the AFSCME Membership Application. Only AFSCME members are afforded exclusive UNION membership rights.
- c. 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.
- d. 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.

- e. Payroll deductions shall be limited to the following choices:
- Union Membership Dues
 - AFSCME Voluntary Political Action Check Off (PEOPLE)
- f. 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.

- 39.4 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.
- 39.5 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.
- 39.6 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 XL – GRIEVANCE PROCEDURE

40.1 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.

- 40.2 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. Employees shall have the right to grieve letters of reprimand through the chain of command up to the Department Director or designee. The decision of the Department Director or designee is final and binding and not subject to further grievance.
 - 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.

40.3 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.

40.4 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.

40.5 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.

40.6 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.

40.7 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.

40.8 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.

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

40.10 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XLI – MUTUAL CONSENT CONTINGENCY

41.1 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 XLII – NO STRIKES

42.1 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 XLIII – PROBATIONARY PERIOD

43.1 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.

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

- a. Vacation Leave – See Article XXIII 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 in increments up to 6 months. The total extended probationary period shall not exceed twelve (12) months. AFSCME must be notified of all extensions by Human Resources.

43.3 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 XLIV – PROMOTION

44.1 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 XLV – SENIORITY

45.1 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 XLVI – SHOP STEWARDS

46.1 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 XLVII – STATUS

47.1 Employees shall be designated as regular or probationary.

- 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 X (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, and satisfactory performance, a probationary employee shall be given the status of a regular employee.

ARTICLE XLVIII – TERM

48.1 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, 2020 to December 31, 2022.

CLASSIFICATION PLAN
Maintenance & Operators
Effective February 10, 2020

EXHIBIT A

Job Title	Job Code	Annual Salary				
		Step 0	Step 1	Step 2	Step 3	Step 4
BUILDING SERVICES SUPERVISOR	4701	\$ 56,215.58	\$ 59,026.26	\$ 61,977.54	\$ 65,076.52	\$ 68,330.45
CHIEF WASTEWATER PLANT OPERATOR	4150	\$ 69,668.48	\$ 73,151.84	\$ 76,809.48	\$ 80,649.88	\$ 84,682.46
ENVIRONMENTAL COMPLIANCE INSPECTOR	4160	\$ 57,690.59	\$ 60,575.13	\$ 63,603.87	\$ 66,784.07	\$ 70,123.24
ENVIRONMENTAL COMPLIANCE INSPECTOR - A	4161	\$ 58,148.29	\$ 61,055.63	\$ 64,108.43	\$ 67,313.80	\$ 70,679.54
EQUIPMENT SERVICE WORKER - A	4001	\$ 42,842.80	\$ 44,984.96	\$ 47,234.20	\$ 49,595.94	\$ 52,075.77
EQUIPMENT SERVICE WORKER	4000	\$ 42,270.78	\$ 44,384.30	\$ 46,603.49	\$ 48,933.66	\$ 51,380.40
FACILITIES MAINTENANCE WORKER	4055	\$ 46,459.20	\$ 48,782.13	\$ 51,221.28	\$ 53,782.35	\$ 56,471.44
FACILITIES SUPERVISOR	4050	\$ 58,774.82	\$ 61,713.58	\$ 64,799.21	\$ 68,039.22	\$ 71,441.10
FLEET SERVICES SUPERVISOR	4040	\$ 64,169.07	\$ 67,377.50	\$ 70,746.43	\$ 74,283.77	\$ 77,997.87
HEAVY EQUIPMENT MECHANIC	4020	\$ 50,730.24	\$ 53,266.79	\$ 55,930.06	\$ 58,726.56	\$ 61,662.95
HEAVY EQUIPMENT MECHANIC A	4021	\$ 53,018.54	\$ 55,669.57	\$ 58,453.01	\$ 61,375.63	\$ 64,444.43
LAB SUPERVISOR	4075	\$ 69,668.48	\$ 73,151.90	\$ 76,809.48	\$ 80,649.95	\$ 84,682.46
LABORATORY TECHNICIAN I	4070	\$ 45,951.64	\$ 48,249.30	\$ 50,661.81	\$ 53,194.91	\$ 55,854.54
LABORATORY TECHNICIAN II	4071	\$ 50,542.89	\$ 53,070.01	\$ 55,723.53	\$ 58,509.76	\$ 61,435.15
LEAD EQUIPMENT MECHANIC - A	4011	\$ 58,091.54	\$ 60,996.11	\$ 64,045.99	\$ 67,248.31	\$ 70,610.70
LEAD EQUIPMENT MECHANIC	4010	\$ 55,803.24	\$ 58,593.45	\$ 61,523.06	\$ 64,599.22	\$ 67,829.22
MAINTENANCE WORKER I	4080	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
MAINTENANCE WORKER II	4081	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
PLANT & EQUIPMENT MECHANIC	4130	\$ 52,445.02	\$ 55,066.27	\$ 57,818.12	\$ 60,708.08	\$ 63,743.65
PLANT & EQUIPMENT MECHANIC A	4131	\$ 56,942.52	\$ 59,789.65	\$ 62,779.16	\$ 65,918.07	\$ 69,213.97
PARK MAINTENANCE WORKER I	4710	\$ 38,322.07	\$ 40,238.23	\$ 42,250.07	\$ 44,362.59	\$ 46,580.69
PARK MAINTENANCE WORKER II	4711	\$ 42,150.35	\$ 44,257.74	\$ 46,470.67	\$ 48,794.17	\$ 51,233.95
PARK MAINTENANCE WORKER III	4712	\$ 46,366.67	\$ 48,710.18	\$ 51,119.22	\$ 53,675.24	\$ 56,358.97
PARK SUPERVISOR	4740	\$ 58,774.82	\$ 61,713.58	\$ 64,799.21	\$ 68,039.22	\$ 71,441.10
PARTS CLERK	4030	\$ 40,262.97	\$ 42,276.09	\$ 44,389.86	\$ 46,609.47	\$ 48,939.93
SENIOR STOREKEEPER	4140	\$ 47,647.52	\$ 50,029.85	\$ 52,531.37	\$ 55,157.93	\$ 57,915.89
SERVICE WRITER	4035	\$ 40,262.97	\$ 42,276.09	\$ 44,389.86	\$ 46,609.47	\$ 48,939.93
SR FACILITIES MAINTENANCE WORKER	4060	\$ 51,105.04	\$ 53,660.23	\$ 56,343.26	\$ 59,160.47	\$ 62,118.56
STREE MAINTENANCE WORKER II	4092	\$ 45,281.61	\$ 47,545.58	\$ 49,922.90	\$ 52,418.99	\$ 55,039.99
STREET MAINTENANCE WORKER I	4082	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
STREET MAINTENANCE WORKER I - A	4090	\$ 41,267.22	\$ 43,330.53	\$ 45,497.16	\$ 47,771.99	\$ 50,160.58
STREET MAINTENANCE WORKER II	4083	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
STREET MAINTENANCE WORKER III	4100	\$ 48,682.37	\$ 51,116.44	\$ 53,672.20	\$ 56,355.90	\$ 59,173.67
STREET MAINTENANCE WORKER III - A	4101	\$ 50,169.76	\$ 52,678.23	\$ 55,312.15	\$ 58,077.77	\$ 60,981.63
STREET SUPERVISOR	4110	\$ 61,706.21	\$ 64,791.56	\$ 68,031.15	\$ 71,432.62	\$ 75,004.31
STREET SUPERVISOR A	4111	\$ 63,651.30	\$ 66,833.85	\$ 70,175.53	\$ 73,684.36	\$ 77,368.58
TRAFFIC SIGN WORKER	4120	\$ 42,150.35	\$ 44,257.74	\$ 46,470.67	\$ 48,794.17	\$ 51,233.95
WASTEWATER PLANT OPERATOR I	4170	\$ 50,046.27	\$ 52,548.63	\$ 55,176.00	\$ 57,934.81	\$ 60,831.58
WASTEWATER PLANT OPERATOR II	4172	\$ 55,052.36	\$ 57,805.05	\$ 60,695.28	\$ 63,730.01	\$ 66,916.47
WASTEWATER PLANT OPERATOR III	4173	\$ 60,557.75	\$ 63,585.52	\$ 66,764.74	\$ 70,103.07	\$ 73,608.16
WATER PLANT OPERATOR II	4200	\$ 55,052.36	\$ 57,805.05	\$ 60,695.28	\$ 63,730.01	\$ 66,916.47
WATER PLANT OPERATOR III	4201	\$ 60,557.75	\$ 63,585.52	\$ 66,764.74	\$ 70,103.07	\$ 73,608.16
WATER/WASTEWATER MAINTENANCE WORKER I - A	4210	\$ 41,614.36	\$ 43,695.05	\$ 45,879.89	\$ 48,173.77	\$ 50,582.53
WATER/WASTEWATER MAINTENANCE WORKER II	4211	\$ 46,166.54	\$ 48,474.88	\$ 50,898.65	\$ 53,443.56	\$ 56,115.73
WATER/WASTEWATER MAINTENANCE WORKER III	4212	\$ 48,682.37	\$ 51,116.30	\$ 53,672.34	\$ 56,355.90	\$ 59,173.67
WATER/WASTEWATER MAINTENANCE WORKER III - A	4213	\$ 52,116.92	\$ 54,722.90	\$ 57,459.05	\$ 60,331.88	\$ 63,348.53
WATER/WASTEWATER MAINTENANCE WORKER I	4085	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
WATER/WASTEWATER MAINTENANCE WORKER II	4086	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
WATER/WASTEWATER SUPERVISOR	4180	\$ 66,349.75	\$ 69,669.30	\$ 73,149.76	\$ 76,809.48	\$ 80,650.72
WATER/WASTEWATER SUPERVISOR - A	4181	\$ 71,866.11	\$ 75,459.37	\$ 79,232.29	\$ 83,193.96	\$ 87,353.65
WELDER-MECHANIC	4220	\$ 50,728.98	\$ 53,267.35	\$ 55,931.02	\$ 58,727.38	\$ 61,663.51

Certification Requirements and Incentive Chart
Maintenance Operators and General Services

General Services Classifications: Public Works Inspectors and Water Services Technicians				Water Distribution Operator Certificates				Water Treatment Plant Operator Certificates					Collection Maintenance System Certificates				Misc. Classifications eligible for Pest Control or Qualified Applicators Certificate Incentive			
Job Classification/Title	BU	Class A	D1	D2	D3	D4	T1	T2	T3	T4	T5	C1	C2	C3	CA	Job Classification/Title	BU	Pest Ctrl Adv	QA	
Public Works Inspector I	U		2%*	\$60			\$40					\$40				Park Maintenance Worker I	M		\$50	
Public Works Inspector II	U		2%*	\$60			\$40					\$40				Park Maintenance Worker II	M		\$50	
Water Services Technician I	U		***	\$60												Park Maintenance Worker III	M		\$50	
Water Services Technician II	U			\$60												Parks Supervisor	M		\$50	
																Dr. Facilities Maintenance Worker	M		\$50	

Street Maintenance Worker Classifications			Collection Maintenance System Certificates				Post	
Job Classification/Title	BU	Class A	C1	C2	C3	C4	Ctrl	QA
Street Maintenance Worker I	M	\$ 600*	\$40	\$40	\$40	\$40	\$50	\$40
Street Maintenance Worker II	M	\$ 600	\$40	\$40	\$40	\$40	\$30	\$40
Street Maintenance Worker III	M	\$ 600		\$40	\$40	\$40	\$30	\$40
Street Maintenance Supervisor	M	\$ 600			\$40	\$40	\$50	\$40

Water and Wastewater Maintenance Worker Classifications			Water Distribution Operator Certificates					Water Treatment Plant Operator Certificates					Collection Maintenance System Certificates				Environmental Compliance Inspection Certificates				Mechanical Technologist Certificates (MechTech)			
Job Classification/Title	BU	Class A	D1	D2	D3	D4	D5	T1	T2	T3	T4	T5	C1	C2	C3	C4	EC1	EC2	EC3	EC4	MT1	MT2	MT3	MT4
Water/Wastewater MW I	M	\$600*	2%*	2%	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40						\$40	\$40	\$40
Water/Wastewater MW II	M	\$ 600	2%	2%	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40						\$40	\$40	\$40
Water/Wastewater MW III	M	\$ 600	2%	2%	\$40	\$40	\$40		\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40						\$40	\$40	\$40
Wtr/WW Supervisor (Water)*	M	\$600*		4%	\$40	\$40	\$40		**	\$40	\$40	\$40			\$40	\$40	\$40	\$40	\$40		\$40	\$40	\$40	
Wtr/WW Supervisor (Wastewater)*	M	\$600*		4%	\$40	\$40	\$40		**	\$40	\$40	\$40			\$40**	\$40	\$40	\$40	\$40		\$40	\$40	\$40	
W/WW Plant & Equip Mechanic	M	\$600*		4%	\$40	\$40	\$40		**	\$40	\$40	\$40			\$40	\$40	\$40	\$40	\$40		\$40	\$40	\$40	

*Treatment and Collection Certification requirements are dependent on assignment to Water or Wastewater System

Laboratory Technician and Environmental Compliance Classifications			Water Distribution Operator Certificates					Water Treatment Plant Operator Certificates					Laboratory Analyst Certificates				Environmental Compliance Inspection Certificates					
Job Classification/Title	BU	Class A	D1	D2	D3	D4	D5	T1	T2	T3	T4	T5	LA1	LA2	LA3	LA4	EC1	EC2	EC3	EC4	BFPAT	CCCS
Laboratory Technician I	M												\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40		
Laboratory Technician II	M												\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40		
Environmental Comp Inspector	M		2%	2%	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	**	\$40	\$40	\$40			\$40	\$40	\$40**	
Laboratory Services Supervisor	M		2%*	2%	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40		1	\$40	\$40			1	\$40	\$40	1

Required to obtain a D1 OR a T1

If Env Comp Insp/Lab Servs Supv obtains the Distribution certs first, they receive the 2% and 4% incentive. If they obtain the Treatments certs in addition, they are eligible for \$40 Incentive for Grade II certificate obtained (no incentive for the Grade I certificate)

Certification Requirements and Incentive Chart
Maintenance Operators and General Services

Wastewater Plant Operator Classifications		Wastewater Plant Operator Certificates							Laboratory Analyst Certificates				Mechanical Technologist Certificates (MechTech)				Environmental Compliance Inspection Certificates				
Job Classification/Title	BU	Class A	OIT	ww1	ww2	ww3	ww4	ww5	LAL1	LAL2	LAL3	LAL4	MT1	MT2	MT3	MT4	EC1	EC2	EC3	EC4	QA
Wastewater Plant Operator I	M		**	\$40 B	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40					\$20
Wastewater Plant Operator II	M			\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40					\$20
Wastewater Plant Operator III	M			\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40					\$20
Chief Wastewater Plant Operator	M			\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40

Refer to Section 12.3 of the M&O MOU regarding the Qualified Applicants Certificate Incentive

Water Plant Operator Classifications		Water Distribution Operator Certificates					Water Treatment Plant Operator Certificates					Laboratory Analyst Certificates				Mechanical Technologist Certificates (MechTech)					
Job Classification/Title	BU	Class A	D1	D2	D3	D4	D5	T1	T2	T3	T4	T5	LAL1	LAL2	LAL3	LAL4	MT1	MT2	MT3	MT4	QA
Water Plant Operator I	M		\$40	\$40	\$40	\$40	\$40			\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$20
Water Plant Operator III	M		\$40	\$40	\$40	\$40	\$40			\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$20

Reference Section 12.3 of the M&O MOU regarding the Qualified Applicants Certificate Incentive

Article 12.1 provides for \$40 per month (maximum of \$250) for incentive for each grade at or above the minimum as provided for in Exhibit C (incorporated in the tables above)

		Automated Service Excellence (ASE) Technician Certificates (Max of \$150.00 with all combined ASE certificates)																																		
		Auto										Transit Bus Certificates					Truck					Med/Heavy Truck														
Job Classification/Title	BU	Class A	Ox A	Class A	Weld	Smg Cert	A1	A2	A3	A4	A5	A6	A7	A8	P1	H1	H2	H3	H4	H5	H6	H7	P1	P2	P3	P4	P5	T1	T2	T3	T4	T5	T6	T7	T8	
Equip Service Worker	M	\$8008	\$25	\$12.5	\$12.5																															
Heavy Equip Mechanic	M	\$8008	\$25	\$12.5	\$12.5	\$50																														
Lead Equip Mechanic	M	\$8008	\$25	\$12.5	\$12.5	\$50*																														
Welder-Mechanic (PW)	M	\$8008	\$25	\$12.5	\$12.5	\$50																														
Plant Services Supervisor	M	\$8008																																		

LEGEND

Job Requirement
* obtain w/in 12 months of appointment/incentive paid when ee obtains certificate
** obtain w/in 24 months of appointment/incentive paid when ee obtains certificate
B obtain w/in 24 months of obtaining Grade I Wastewater Treatment Operator certificate
*** obtain w/in 18 months of appointment/incentive paid when ee obtains certificate
† obtain w/in 30 months of appointment/incentive paid when ee obtains certificate
obtain w/in 6 months of appointment/incentive paid when ee obtains certificate

D = distribution certificate issued by State Water Resources Control Board
 T = water treatment certificate issued by State Water Resources Control Board
 WW = wastewater certificate issued by the State Water Resources Control Board
 C = Collections certificate issued by CA Water Environment Association (CWEA)
 L = Laboratory certificate issued by CA Water Environment Association (CWEA)
 EC = Environmental Compliance certificate issued by CA Water Environment Association (CWEA)
 B=BiSolids Land Application Management certificate issued by CA Water Environment Association (CWEA)
 BFPAT = Back Flow Prevention Assembly Tester
 CCCS = Cross Connection Control Specialist

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

Jeremiah Miller, Chief Negotiator
Date: _____

Shawn Tallerico, Chapter President
Date: _____

Terri Lovell, Executive Vice President
Date: _____

Rodney Plamondon, Vice President
Date: _____

George Agnew, Treasurer
Date: _____

Kari Chadwick, Secretary
Date: _____

Thomas Gabriel, M&O Representative
Date: _____

Joseph Martinez, M&O Representative
Date: _____

Tosha Wiman, GS Representative
Date: _____

Rene Garcia, GS Representative
Date: _____

CITY OF LODI
A MUNICIPAL CORPORATION

Stephen Schwabauer, City Manager
Date: _____

Andrew Keys, Deputy City Manager
Date: _____

Adele Post, HR Manager
Date: _____

Approved As To Form:

Janice D. Magdich, City Attorney 

Attest:

Pamela M. Farris, Assistant City Clerk