

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

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

GENERAL SERVICES UNIT

January 1, 2012 - December 31, 2013

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Attachment A – Salary Schedule effective 03/21/12

Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY

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

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

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

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

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

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

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

- 1.3 If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on 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 – COMPENSATORY TIME

- 2.1 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.
- 2.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 2.3 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 2.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

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- 2.5 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 III – COURT APPEARANCES

- 3.1 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.
- 3.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 3.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 3.4 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.
- 3.5 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 IV – DEFERRED COMPENSATION

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

ARTICLE V – EDUCATION INCENTIVES

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

Engineer in Training
Land Surveyor in Training
Land Surveyor

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

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ARTICLE VI – BILINGUAL PAY

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

ARTICLE VII – FLEXIBLE SPENDING ACCOUNT

- 7.1 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.
- 7.2 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. 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.
- 7.3 The City’s proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

ARTICLE VIII – MILEAGE COMPENSATION

Employees using their personal automobile for City business, with their Department Head’s approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

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

ARTICLE IX – OVERTIME

- 9.1 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

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the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 9.2 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.

9.3 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.

- 9.4 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.

- 9.5 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.

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

ARTICLE X – TEMPORARY UPGRADE

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

ARTICLE XI – TOOLS AND UNIFORM ALLOWANCE

11.1 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 (except to Senior Storekeeper):

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

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

11.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

ARTICLE XII – TUITION REIMBURSEMENT

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

ARTICLE XIII – WORKERS' COMPENSATION

The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employees upon receiving said benefits such 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.

Chapter 2 - Leaves

ARTICLE XIV – CATASTROPHIC LEAVE

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

ARTICLE XV – BEREAVEMENT LEAVE

- 15.1 Employees shall be granted three (3) days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. The immediate family shall be limited to an employee’s:

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

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

- 15.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

ARTICLE XVI – HOLIDAYS

- 16.1 Members of this Unit shall observe the following nationally observed holidays:
- | | |
|-----------------------------|--------------------------------------|
| New Year’s Day | January 1 |
| Martin Luther King, Jr. Day | 3 rd Monday in January |
| President’s Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving Day | Friday following Thanksgiving Day |
| Christmas Eve (4 hours) | December 24 |
| Christmas Day | December 25 |

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

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

- 16.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

ARTICLE XVII – LEAVE OF ABSENCE

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

ARTICLE XVIII – SICK LEAVE

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

ARTICLE XIX – VACATION LEAVE

- 19.1 Employees shall receive the following vacation benefits:

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

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- 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 – CHIROPRACTIC

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

ARTICLE 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 – LIFE INSURANCE

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

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

ARTICLE XXIII – LONG TERM DISABILITY

23.1 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.

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

ARTICLE XXIV – MEDICAL INSURANCE

24.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2012.

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

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

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

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

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

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

- 24.2 Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,000.

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

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

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).
- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

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

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

- 24.3 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.
- 24.4 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

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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 XXV – PERS

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

- 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.

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

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

ARTICLE XXVI – SICK LEAVE CONVERSION

26.1 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

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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. 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.

- 26.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 26.1.
- 26.3 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.

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- 26.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 26.1 of this Article.
- 26.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of Article 26 other than 26.5, the City will report to PERS they have zero (0) hours of unused sick leave.

ARTICLE XXVII – VISION INSURANCE

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

Chapter 4 – Safety

ARTICLE XXVIII – SAFETY/SAFETY BOOT PROVISIONS

28.1 The City agrees to provide an annual boot allowance of \$200, paid quarterly as part of the last biweekly payroll in the months of March, June, September and December falls for the following classifications:

Building Inspector I/II
Community Improvement Officer I/II
Engineering Technician I/II
Jr. Engineer
Public Works Inspector I/II
Sr. Engineering Technician (1) (who do inspection/survey work)
Sr. Storekeeper
Supervising Code/Community Improvement Officer

28.2 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.

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

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

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Chapter 5 – Work Hours, Schedules, Meals

ARTICLE XXIX – HOURS

- 29.1 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.
- 29.2 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 XXX – MEALS

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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

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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.

Chapter 6 – Association / City Issues

ARTICLE XXXI – ASSOCIATION 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 – CHANGES IN MEMORANDUM

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

ARTICLE XXXIII – CITY RIGHTS

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

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

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other 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 XXXIV – EMPLOYEE REPRESENTATION

34.1 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.

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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.

- 34.2 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.

34.3 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

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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.

34.4 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.

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- 34.5 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.
- 34.6 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 XXXV – GRIEVANCE PROCEDURE

- 35.1 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.

- 35.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
 - b. Discharge, demotion, suspension, or discipline of an individual employee.
 - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 35.3 **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

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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.

- 35.4 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.
- 35.5 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.
- 35.6 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

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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.

- 35.7 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

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interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

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

35.9 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVI – MUTUAL CONSENT CONTINGENCY

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

ARTICLE XXXVII – NO STRIKES

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

ARTICLE XXXVIII – PROBATIONARY PERIOD

38.1 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.

38.2 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.

38.3 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.

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ARTICLE XXXIX – PROMOTION

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

ARTICLE XL - SENIORITY

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

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

ARTICLE XLI – SHOP STEWARDS

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

ARTICLE XLII – STATUS

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

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he/she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve (12) month of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

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- 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 XLIII – LAYOFF

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

ARTICLE XLIV – TERM

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

The parties agree as follows:

TERM: Covering the period from January 1, 2012 through December 31, 2013

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ATTACHMENT A**CLASSIFICATION PLAN - GS**

Current employees as of 3/21/12

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Accounting Clerk I	5	2576.81	2705.65	2840.93	2982.97	3132.12
Accounting Clerk II	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
Buyer	76	3939.96	4136.96	4343.80	4560.99	4789.04
Community Improvement Officer I	116	3745.85	3933.14	4129.80	4336.28	4553.10
Community Improvement Officer II	118	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 Coordinator	19	5355.37	5623.10	5904.22	6199.42	6509.43
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
Junior Plans Examiner/Engineer	71	4326.45	4542.77	4769.91	5008.41	5258.83
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
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
Police Record Clerk I	313	2547.71	2675.09	2808.85	2949.29	3096.76
Police Records Clerk II	314	2802.49	2942.61	3089.74	3244.23	3406.44
Police Records Clerk Supervisor	316	3222.37	3383.49	3552.66	3730.29	3916.81
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
Purchasing Technician	324	3282.49	3446.62	3618.95	3799.89	3989.89
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
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Supervising Code/Comm.Improvement Officer	110	4738.48	4975.41	5224.17	5485.38	5759.65
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

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

Nancy Vinson
Nancy Vinson
Chief Negotiator
Date: 3-27-2012

Sherry Moroz
Sherry Moroz
President
Date: 3.27.2012

Linda Tremble
Linda Tremble
Vice President
Date: 3.27.2012

Donnie Sanford
Donnie Sanford
Vice President
Date: 3/27/12

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

Dan Tarnasky
Dan Tarnasky
MO Representative.
Date: 3/27/12

Brian Longpre
Brian Longpre
MO Representative.
Date: 3/27/12

CITY OF LODI
A MUNICIPAL CORPORATION

Konradt Bartlam
Konradt Bartlam
City Manager
Date: 3-27-12

Dean Gualco
Dean Gualco
Human Resources Manager
Date: 3.28.12

Attest:
Randi Johl
Randi Johl
City Clerk

APPROVED AS TO FORM:

D. Stephen Schwabauer
D. Stephen Schwabauer

2012-2013



Kari Chadwick
GS Representative

Date: 3/27/12



Chris Boyer
GS Representative

Date: 3/27/12



Sandy Smith
Treasurer

Date: 3/27/12