

12/10/08

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

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

MAINTENANCE & OPERATORS UNIT

July 1, 2008 – December 31, 2010

TABLE OF CONTENTS

<u>CHAPTER 1 – COMPENSATION &amp; WORKING CONDITIONS</u>		<u>Page #</u>
Article I	Salaries	4
Article II	Overtime	4
Article III	Temporary Upgrade	6
Article IV	Education Incentives	6
Article V	Bilingual Pay	7
Article VI	Hours	7
Article VII	Shift Differential	8
Article VIII	Meals	8
Article IX	Standby Duty	9
Article X	Mileage Compensation	9
Article XI	Court Appearances	9
Article XII	Tools and Uniform Allowance	10
Article XIII	Safety/Safety Boot Provisions	11
Article XIV	Workers' Compensation	11
<u>CHAPTER 2 – LEAVES</u>		
Article XV	Catastrophic Leave	12
Article XVI	Bereavement Leave	12
Article XVII	Holidays	13
Article XVIII	Leave of Absence	14
Article XIX	Sick Leave	15
Article XX	Vacation Leave	15
<u>CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT</u>		
Article XXI	Chiropractic	17
Article XXII	Deferred Compensation	17
Article XXIII	Dental Insurance	17
Article XXIV	Flexible Spending	17
Article XXV	Life Insurance	17
Article XXVI	Long Term Disability	18
Article XXVII	Medical Insurance	18
Article XXVIII	PERS	19
Article XXIX	Sick Leave Conversion	19
Article XXX	Tuition Reimbursement	21
Article XXXI	Vision Insurance	21
<u>CHAPTER 4 – ASSOCIATION / CITY ISSUES</u>		
Article XXXII	Changes in Memorandum	22
Article XXXIII	City Rights	22
Article XXXIV	Demotion And Layoff	23

Article XXXV	Employee Representation	23
Article XXXVI	Grievance Procedure	26
Article XXXVII	Mutual Consent Contingency	29
Article XXXVIII	No Strikes	30
Article XXXVIX	Probationary Period	30
Article XL	Promotion	30
Article XLI	Seniority	31
Article XLII	Shop Stewards	31
Article XLIII	Status	31
Article XLIV	Term	32
Article XLV	Union Leave	32

Exhibit A – Salary Schedule effective 12/08/2009

Exhibit B – Incentive Pay Schedule

Exhibit C – Incentive Pay for Equipment Maintenance Employees

Exhibit D – 4-10 Work Plan for Equipment Maintenance Personnel

Exhibit E

City of Lodi  
And  
A.F.S.C.M.E. – Maintenance and Operator Unit  
2008-2010

---

## **Chapter 1. Compensation & Working Conditions**

### **ARTICLE I – SALARY**

- 1.1 Effective December 8, 2008, employees shall receive an adjustment of 3% wage increase.
- 1.2 Effective the first pay period in which July 1, 2009 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no more than 3%. If the City of Lodi General Fund Revenues for the period 07/01/08 to 06/30/09, as reflected in the Comprehensive Annual Financial Report, do not show revenue increases of at least 1% from the previous fiscal year (using fiscal year audited financial statements) then AFSCME and the City of Lodi will reopen negotiations with regard to cost of living adjustments.
- 1.3 The City and AFSCME agree to meet and confer on benchmarks and what benefits and compensation to be used in the next survey conducted in 2010.
- 1.4 The City and AFSCME shall conduct a comprehensive salary, benefits and compensation survey of the fifteen cities listed in section 1.5. Salaries will be based upon the salary in effect as of July 1, 2010. The City also agrees that the survey will be completed by September 1, 2010.
- 1.5 The fifteen cities to be surveyed are as follows:
- |           |         |           |           |        |         |
|-----------|---------|-----------|-----------|--------|---------|
| Chico     | Clovis  | Davis     | Fairfield | Merced | Manteca |
| Modesto   | Redding | Roseville | Stockton  | Tracy  | Turlock |
| Vacaville | Visalia | Woodland  |           |        |         |

### **ARTICLE II – OVERTIME**

- 2.1 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 time worked:
1. In excess of forty (40) hours in a work week;

2. In excess of eight (8) hours in any work day;
3. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
4. Time worked on a non-work day.

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

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

- 2.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 2.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 2.4 No more than (144) hours of compensatory time may be carried on the books at any time.
- 2.5 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 2.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 2.7 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.
- 2.8 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.
- 2.9 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.

- 2.10 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:
- (1) 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.
  - (2) On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

### **ARTICLE III – TEMPORARY UPGRADE**

- 3.1 Subject to Department Head approval, any employee who is assigned to a higher classification than their regular classification 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. This provision shall only apply when such time worked is 4 or more hours in the assigned higher classification and be retroactive to the beginning of the 4 hour period.

### **ARTICLE IV – EDUCATION INCENTIVE**

- 4.1 The City shall make available incentive pay as shown in Exhibit B. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 4.2 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.
- 4.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two, the remaining employee shall receive \$40.00 per month.

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

#### **ARTICLE V – BILINGUAL PAY**

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

#### **ARTICLE VI – HOURS**

- 6.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.
- a. Wastewater Plant Operators shall work 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 5% above the classification of Wastewater Plant Operator II. 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.
- e. Equipment Maintenance personnel shall work one of two shifts.

5:30 a.m. to 2:00 p.m. or 2:00 p.m. to 12:30 a.m. M-TH

A 4-10 schedule as outlined in Exhibit E may be reinstated in the shop during the course of this MOU.

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

#### **ARTICLE VII – SHIFT DIFFERENTIAL**

- 7.1 An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators and Public Works Fleet Maintenance workers for all hours worked during swing or graveyard shifts. Swing shifts are those daily work periods regularly scheduled to begin from 12 o'clock noon to 8 pm. Graveyard shifts are those daily work periods regularly scheduled to begin from 8 pm to 4 am. Shift assignments shall be made by the City at its sole discretion consistent with other provisions of this MOU.

#### **ARTICLE VIII - MEALS**

- 8.1 If the City required an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 8.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.

- 8.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of (Section 6).
- 8.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

#### **ARTICLE IX– STANDBY DUTY**

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

#### **ARTICLE X – MILEAGE COMPENSATION**

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

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

#### **ARTICLE XI – COURT APPEARANCES**

- 11.1 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.
- 11.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

- 11.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.
- 11.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

## ARTICLE XII– TOOLS AND UNIFORM ALLOWANCE

- 12.1 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 III
Fleet Services Supervisor	Street Supervisor
Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Laboratory Services Supervisor	Sr. Plant and Equipment Mechanic
Lead Equipment Mechanic	Tree Operations Supervisor
Maintenance Worker I & II	W/WW Maintenance Worker III
Park Maintenance Worker I & II	Water/Wastewater Supervisor
Park Maintenance Worker III	Welder-Mechanic
Park Supervisor	

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

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I & II	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II's assigned to White Slough

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

Laboratory Services Supervisor	Laboratory Technician I and II
--------------------------------	--------------------------------

**ARTICLE XIII– SAFETY/SAFETY BOOTS**

- 13.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.
- 13.2 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.
- 13.3 The City agrees to provide safety boot reimbursements up to \$150.00 with a receipt per fiscal year for all classifications in this unit except:  
Laboratory Technician I/II
- 13.4 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.
- 13.5 Safety boots must be appropriate to the job classification and the specific work hazards for the work performed.
- 13.6 The City reserves the right to determine if a boot is appropriate to the job class and work conditions.

**ARTICLE XIV– WORKER'S COMPENSATION**

- 14.1 The City and the 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.

## Chapter 2. Leaves

### ARTICLE XV – CATASTROPHIC LEAVE

- 15.1 Catastrophic Leave will be available for all unit members who by reason of verifiable long term illness or injury exhaust all employee benefits. Catastrophic Leave will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.
- 15.2 Employees receiving Long Term Disability are not eligible for Catastrophic Leave benefits.
- 15.3 Donations shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donations must be a minimum of four (4) hours and are irrevocable.

**EXAMPLE:**

*Jane Doe, Recreation Supervisor, donates 8 hours of leave to Joe Smith, Laborer.*

*Jane Doe makes \$18.99/hour             $\$18.99 \times 8 \text{ hrs.} = \$151.92$   
Joe Smith makes \$10.41/hour         $\$151.9 \div \$10.41 = 14.59 \text{ hours}$   
Joe Smith will be able to utilize 14.59 hours from Jane Doe's donation.*

- 15.4 Catastrophic Leave will be administered in accordance with the Catastrophic Leave Policy and Procedure (See Catastrophic Leave Policy and Procedure Dated February 5, 2003). In addition to employees, spouses and dependent children, Catastrophic Leave may also be used for parents.
- 15.5 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than six (6) consecutive months.
- 15.6 An employee denied Catastrophic Leave by Human Resources may appeal to the City Manager.

### ARTICLE XVI – BEREAVEMENT LEAVE

- 16.1 Regular employees shall be granted 24 hours of bereavement leave per calendar year 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
- grandparent-in-law
- grandchild
- stepchild
- half-brother
- parent
- parent-in-law
- son-in-law
- foster parents
- half-sister
- grandparent
- child
- daughter-in-law

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

- 16.2 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 XVII – HOLIDAYS**

- 17.1 Members of this Unit shall observe the following holidays:

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

In addition, each employee shall be granted thirty-two (32) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday time may be in eight (8) hour increments and cannot be carried over into the following calendar year. At the discretion of the department head, probationary employees may use holiday time in one-hour increments.

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

**ARTICLE XVIII – LEAVES OF ABSENCE**

- 18.1 The City and AFSCME mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.
- 18.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.
- 18.3 City employees are entitled to use sick leave, vacation leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician, however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.
- 18.4 Employees are entitled to leave without pay or other benefits for up to four months from the date of disability because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.
- 18.5 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position or to a position comparable to that held at the time the leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.
- 18.6 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to their supervisor of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

- 18.7 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits.
- 18.8 Employees placed in Leave Without Pay status due to disability will continue to receive a three month extension of (1) medical coverage following the month in which the employee is placed in such status. Other benefits such as (2) dental or vision insurance or medical coverage past the three-month extension period may be continued at the employee's expense.

### **ARTICLE XIX – SICK LEAVE**

- 19.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. (12 days per year)
- 19.2 Sick leave may be accumulated up to an unlimited amount.
- 19.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy of use of sick leave for family member's illnesses.

### **ARTICLE XX – VACATION LEAVE**

- 20.1 Employees shall receive the following vacation benefits:  
Beginning with:
- |                   |   |
|-------------------|---|
| Date of Hire:     | 3.08 hrs per pay period (10 days per yr.) |
| 6th year:         | 4.62 hrs per pay period (15 days per yr.) |
| 12th year:        | 5.24 hrs per pay period (17 days per yr.) |
| 15th year:        | 6.16 hrs per pay period (20 days per yr.) |
| 21st year:        | 6.47 hrs per pay period (21 days per yr.) |
| 22nd year:        | 6.78 hrs per pay period (22 days per yr.) |
| 23rd year:        | 7.09 hrs per pay period (23 days per yr.) |
| 24th year:        | 7.40 hrs per pay period (24 days per yr.) |
| 25th year & over: | 7.71 hrs per pay period (25 days per yr.) |
- 20.2 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.
- 20.3 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.

- 20.4 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 XXI – CHIROPRACTIC INSURANCE**

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

### **ARTICLE XXII – DEFERRED COMPENSATION PLAN**

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

22.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee's gross salary.

### **ARTICLE XXIII – DENTAL INSURANCE**

23.1 Employees are provided fully paid family dental insurance.

23.2 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 XXIV – FLEXIBLE SPENDING ACCOUNT**

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

### **ARTICLE XXV – LIFE INSURANCE**

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

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

**ARTICLE XXVI – LONG TERM DISABILITY PLAN**

- 26.1 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. Long-term disability benefits are coordinated with other benefits during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.

**ARTICLE XXVII– MEDICAL INSURANCE**

- 27.1 The City agrees to make available medical benefits equivalent to the CalPERS Health Program. The City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective August 16, 2004 employees shall contribute \$80.00 per month for Employee plus One and \$104.00 per month for full family coverage. The parties shall meet and confer on a replacement plan offering such an equivalent level of benefits
- 27.2 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.
- 27.3 The City shall pay 100% of premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.
- 27.4 Effective December 8, 2008, if an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to the employee's deferred compensation account to equal one-half of the medical insurance premium that would have been paid by the City of Lodi. A single employee who can show proof of group insurance will be eligible for this provision at one half (1/2) of the current amount. The dollar amount shall not increase during the term of the MOU. In order to qualify for this provision, proof of group insurance must be provided to the City.

If an employee has no dependents the City will contribute \$25.00 per pay period to the employees deferred compensation account. This will remain effective through June 30, 2009.

**ARTICLE XXVIII– PUBLIC EMPLOYEES RETIREMENT SYSTEM**

28.1 The City agrees to provide the following PERS retirement program and to pay the employers 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 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.

28.2 On July 6, 1991, in lieu of any other salary adjustments which otherwise may have been agreed upon in this unit, the City agreed to pay into each employee’s PERS account 7% of the employee’s base salary.

**ARTICLE XXIX– SICK LEAVE CONVERSION**

29.1 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. Any differences created by an increase in premiums must be paid for by the employee.

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

### **Option #2 – BANK**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

#### **EXAMPLE:**

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

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

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

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

### **Option #3 – CASH OUT**

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

- 29.2 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 29.1.
- 29.3 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.
- 29.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 29.1 of this Article.
- 29.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all

employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equal one day for purposes of determining day creditable. If an employee opts to utilize the provisions of any section of Article 29 other than 29.5, the City will report to PERS they have zero hours of unused sick leave.

### **ARTICLE XXX– TUITION REIMBURSEMENT**

- 30.1 Tuition Reimbursement will be provided as stated in the City's Tuition Reimbursement Policy Dated July 1, 2003. If the Fire and Mid-Management units both accept a lower amount than the current amount, AFSCME will accept the new amount effective upon ratification by the City.
- 30.2 In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the AFSCME reserves the right to negotiate wage adjustments for affected classifications.

### **ARTICLE XXXI – VISION INSURANCE**

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

## **Chapter 4. Association/City Issues**

### **ARTICLE XXXII – CHANGES IN MEMORANDUM**

32.1 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 XXXIII – CITY RIGHTS**

33.1 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 XXXIV – DEMOTION AND LAYOFF**

- 34.1 The classification of Maintenance Worker in the Parks & Recreation or Public Works Department will be “Y” rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.
- 34.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

**ARTICLE XXXV – EMPLOYEE REPRESENTATION**

- 35.1 This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (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. Those classifications are as follows:

- Facilities Maintenance Worker
- Chief Wastewater Plant Operator
- Fleet Services Supervisor
- Equipment Service Worker
- Facilities Supervisor
- Heavy Equipment Mechanic
- Laboratory Services Supervisor
- Laboratory Technician I
- Laboratory Technician II
- Laborer
- Lead Equipment Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Park Maintenance Worker I
- Park Maintenance Worker II

- Park Maintenance Worker III
- Park Supervisor
- Parts Clerk
- Plant and Equipment Mechanic
- Senior Facilities Maintenance Worker
- Senior Plant and Equipment Mechanic
- Stage Technician
- Street Maintenance Worker III
- Street Supervisor
- Tree Operations Supervisor
- Wastewater Plant Operator I
- Wastewater Plant Operator II
- Environmental Compliance Inspector
- Water/Wastewater Maintenance Worker III
- Water/Wastewater Supervisor
- Welder – Mechanic

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

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

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.
- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious

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

- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
  - Union Membership Dues
  - Agency Shop Fees
  - AFSCME Voluntary Political Action Check Off (PEOPLE)
  - Fair Share donations to the United Way Campaign

- Fair Share donations are limited to employees with religious objections.

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

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

- 35.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head 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.
- 35.6 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.
- 35.7 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXVI – GRIEVANCE PROCEDURE**

- 36.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by the 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, the AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 36.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension or discipline of an individual employee.
  - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - d. Disputes which may be of a “class action” nature filed on behalf of the AFSCME or the City. Class action grievances shall be in writing from the AFSCME to the City Manager or vice versa.
- 36.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.
- 36.4 STEP TWO: If a grievance 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.
- 36.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.
- 36.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the 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.

- 36.7 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.
- 36.8 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.
- 36.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.
- 36.10 Only AFSCME may appeal a grievance to arbitration.

#### **ARTICLE XXXVII – MUTUAL CONSENT CONTINGENCY**

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

**ARTICLE XXXVIII– NO STRIKES**

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

**ARTICLE XXXIX – PROBATIONARY PERIOD**

39.1 All appointments to positions in the classified service shall be subject to a probationary period of 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.

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

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

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

**ARTICLE XL – PROMOTION**

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

**ARTICLE XLI – SENIORITY**

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

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

**ARTICLE XLII – SHOP STEWARDS**

42.1 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 XLIII – STATUS**

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

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

leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

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

#### **ARTICLE XLIV – TERM**

- 44.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from July 1, 2008 to December 31, 2010.

#### **ARTICLE XLV – UNION LEAVE**

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

**EXHIBIT A**

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Chief Wastewater Plant Operator	358	4863.55	5106.73	5362.07	5630.17	5911.68
Environmental Compliance Inspector	425	4027.38	4228.75	4440.19	4662.20	4895.31
Equipment Service Worker	166	2950.92	3098.47	3253.39	3416.06	3586.86
Facilities Maintenance Worker	81	3243.40	3405.57	3575.84	3754.64	3942.37
Facilities Supervisor	78	4103.07	4308.22	4523.63	4749.81	4987.31
Fleet Services Supervisor	265	4479.64	4703.62	4938.81	5185.75	5445.03
Heavy Equipment Mechanic	264	3541.48	3718.55	3904.48	4099.70	4304.69
Laboratory Services Supervisor	352	4863.55	5106.73	5362.07	5630.17	5911.68
Laboratory Technician I	212	3207.89	3368.28	3536.70	3713.53	3899.21
Laboratory Technician II	213	3528.40	3704.82	3890.06	4084.56	4288.79
Lead Equipment Mechanic	266	3895.63	4090.41	4294.93	4509.67	4735.16
Maintenance Worker I	252	2808.87	2949.44	3096.77	3251.56	3414.32
Maintenance Worker II	255	3089.22	3243.68	3405.86	3576.15	3754.96
Park Maintenance Worker I	273	2675.26	2809.03	2949.48	3096.95	3251.80
Park Maintenance Worker II	276	2942.51	3089.64	3244.12	3406.32	3576.64
Park Maintenance Worker III	279	3236.85	3400.46	3568.63	3747.06	3934.42
Park Supervisor	270	4103.07	4308.22	4523.63	4749.81	4987.31
Parts Clerk	135	2810.76	2951.29	3098.86	3253.80	3416.49
Plant & Equipment Mechanic	430	3661.19	3844.18	4036.28	4238.03	4449.94
Senior Facilities Maintenance Worker	73	3567.64	3746.02	3933.32	4129.99	4336.49
Senior Plant & Equipment Mechanic	434	4027.44	4228.82	4440.26	4662.27	4895.38
Stage Technician	113	3567.64	3746.02	3933.32	4129.99	4336.49
Street Maintenance Worker III	258	3398.51	3568.44	3746.86	3934.20	4130.91
Street Supervisor	381	4307.71	4523.09	4749.25	4986.71	5236.05
Tree Operations Supervisor	410	4307.71	4523.09	4749.25	4986.71	5236.05
Wastewater Plant Operator I	361	3493.73	3668.41	3851.84	4044.43	4246.65
Wastewater Plant Operator II	360	3843.20	4035.36	4237.13	4448.99	4671.44
Wastewater Plant Operator III	362	4227.53	4438.90	4660.85	4893.89	5138.59
Water/Wastewater Maintenance Worker III	431	3398.51	3568.43	3746.86	3934.20	4130.91
Water/Wastewater Supervisor	429	4631.87	4863.61	5106.59	5362.07	5630.23
Welder - Mechanic	171	3541.37	3718.52	3904.51	4099.68	4304.73

**EXHIBIT B**INCENTIVE PAY SCHEDULE

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

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

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

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

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

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

Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Class A Brake Adjustment License issued by BAR** \$25.00

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

**Class A Lamp Adjustment License issued by BAR** \$12.50

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

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

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

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

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

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

**Automotive Service Excellence Technician Certifications Incentive**

(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance
  
- F-1 Light Vehicle Compressed Natural Gas
  
- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC
  
- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**
  
- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection

**EXHIBIT D**4-10 WORK PLAN FOR EQUIPMENT MAINTENANCE PERSONNEL

1. Daily work hours are 7:00 am to 5:30 pm with a ½ hour lunch or as otherwise established.
2. Mechanics will work Monday through Thursday or Tuesday through Friday for ten hours each day.
3. When requesting days off for vacation and holidays, or a day off for sickness, the charged time off is ten hours.

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

4. During the week of a fixed holiday, all employees will be scheduled to work eight hours a day for the remaining four days, from 8:00 am to 4:30 pm with a ½ hour lunch unless other arrangements are approved by the department.
5. The ten-hour day, four-day week plan will not affect existing City personnel policies in effect as to earning vacation, sick leave, floating holidays, or wages.
6. When one or more employee(s) is on vacation, floating holiday, or sick leave, the work schedule of other personnel shall be flexible to allow changing the normal work week around to provide improved coverage and supervision. When a schedule change is required, notification shall be made as soon as possible. Occasional work loads may require temporary schedule changes (i.e., leaf season), for which 24 hour notice, minimum, will be given.
7. It is assumed that in taking a floating or fixed holiday, that it is the employee's choice to use vacation for the additional two hours unless specific request is made to use comp time or take leave without pay.
8. Pay checks will be issued on the Thursday before a payday to staff regularly scheduled off on Fridays. Personnel who work on Fridays will be issued paychecks as usual.

**EXHIBIT E**

1. AFSCME and the City of Lodi agree to conduct a new classification review of the Environmental Compliance Inspector job description. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary will be created. This shall be done as-soon-as-possible. The results shall be effective retroactive to December 8, 2008.
2. AFSCME and the City of Lodi agree to conduct a new classification review of the Senior Storm Pump Mechanic job description. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary will be created. This shall be done as-soon-as-possible. The results shall be effective retroactive to December 8, 2008.
3. AFSCME and the City of Lodi agree to conduct a classification review of the Maintenance Worker II (Traffic and Sign Making Specialist). A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary schedule will be created. This shall be done as-soon-as-possible. The results shall be effective retroactive to December 8, 2008.
4. AFSCME and the City of Lodi agree to conduct a classification review of the Welder/Mechanic at the Parks and Recreation Department. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary schedule will be created. This shall be done as-soon-as-possible. The results shall be effective retroactive to December 8, 2008.
5. AFSCME and the City of Lodi agree to conduct a classification review of the Parts Clerk at the Public Works Department. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary schedule will be created. This shall be done as-soon-as-possible. The results shall be effective retroactive to December 8, 2008.

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



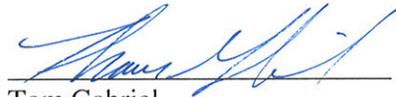
Felix Huerta  
Chief Negotiator

Date: 5/7/09



Mark Ruggiero  
President

Date: 5/7/09



Tom Gabriel  
Water/Wastewater Maint. Worker III

Date: 5-8-09



Jesse Barnett  
Street Maintenance Worker III

Date: 5-8-09



Ken Gruszie  
Welder - Mechanic

Date: 5-11-09



Chris Tallman  
Parks Maintenance Worker II

Date: 5-11-09

CITY OF LODI  
A MUNICIPAL CORPORATION



Blair King  
City Manager

Date: 5/14/09



Dean Gualco  
Human Resources Manager

Date: 5/14/09