

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

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

GENERAL SERVICES UNIT

January 1, ~~2023-2026~~ – December 31, ~~2025~~2028

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Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY AND LONGEVITY PAY

Compensation Study Implementation:

Effective January 5, 2026, the City shall implement the January 1, 2026 compensation study by providing for equity increases for classifications deemed below market over two years as follows:

- Year 1: Comp Study Equity Increase: Up to 5% or ½ of equity increase, whichever is greater, pursuant to January 1, 2026 comp study, “total compensation”.
- Year 2: Comp Study Equity Increase: Employee shall receive remainder of equity increase, the portion not implemented in year 1.

Y-Rating Pertaining to Comp Study Implementation:

Classifications determined to be “over market” pursuant to the January 1, 2026 comp study, “total compensation”, shall be Y-rated.

Example: Classification over market by 5.75%

- Year 1:
 - Employee receives 3% Off Salary Schedule Payment (OSSP) only.
- Year 2:
 - Employee is over market by 5.75%.
 - 2027 COLA is 3% so Y- rate reduced to 2.75% for subsequent year.
 - Employee receives no COLA.
 - Employee receives 3% OSSP only.
- Year 3:
 - Employee is over market by 2.75%.
 - 2028 COLA is 3%. Y- rate reduced to 0% for subsequent year.
 - Employee receives COLA of .25%.
 - Employee receives 2.75% OSSP.

*Note OSSP will be calculated based upon 1-year of employee’s base rate, no overtime.

For the pay period including January 1, 2029, all Y-rated Classifications will be re-evaluated to determine the applicability of their Y-rating. The Y-rating will be updated as applicable or removed if it is no longer appropriate.

1.1 The City shall provide wage increases over the term of the contract as follows:

- ~~_____ Six percent (6%) effective January 9, 2023;~~
- ~~_____ Five percent (5%) effective January 8, 2024; and~~
- ~~_____ Four percent (4%) effective January 6, 2025.~~

Cost of Living Adjustments / Off Salary Schedule Payments (OSSP)

- Year 1:
 - All employees to receive a 3% one-time off-salary-schedule-payment (OSSP).

- Year 2:
 - 3% COLA

OR

- Classifications that received equity increases in 2025 due to the IBEW comp study shall receive a 2% COLA.
- Y-rated employees will receive combination of COLA/OSSP not to exceed 3%. (See illustration above)

- Year 3:
 - 3% COLA

OR

- Classifications that received equity increases in 2025 due to the IBEW comp study shall receive a 2% COLA.
- Y-rated employees will receive combination of COLA/OSSP not to exceed 3%. (See illustration above)
- For the pay period including January 1, 2029, all Y-rated Classifications will be re-evaluated to determine the applicability of their Y-rating. The Y-rating will be updated as applicable or removed if it is no longer appropriate.

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

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

The City agrees to complete a total compensation survey during the term of this Agreement for utilization during successor MOU negotiations.

PERS-Reportable Longevity Pay

Effective December 21, 2026, after completing ten (10) consecutive years of service with the City of Lodi, employees shall receive a longevity incentive equal to two and one-half percent (2.5%) of their base pay.

After completing twenty (20) consecutive years of service with the City of Lodi,

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employees shall receive a longevity incentive equal to five percent (5%) of their base pay.

The applicable longevity incentive shall become effective on, and coincide with, the employee's anniversary date marking completion of the qualifying service period. For purposes of determining eligibility, employees must meet the required service threshold of ten (10) or twenty (20) full years of consecutive service with the City of Lodi, calculated based on the first day of the month in which employment commenced.

This payment is PERS-reportable, consistent with California Code of Regulations, Title 2, Section 571(a)(1), as it represents ongoing, percentage-based compensation tied to base salary. The applicable longevity percentage shall be incorporated into each eligible employee's base pay effective December 22, 2025.

ARTICLE II – HOURS

2.1 Normal Work Schedule.

Except as provided in subsequent sections, the normal hours of work for all represented employees shall be eight (8) hours per day and forty (40) hours per week. Alternate work schedules may include a 9/80 schedule consisting of nine (9) hours per day for eighty (80) hours in a fourteen (14) day period, or a 4/10 schedule consisting of ten (10) hours per day for forty (40) hours in a seven (7) day period. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

2.2 FLSA Work Period Definitions.

To ensure clarity and to avoid unintended overtime obligations under the Fair Labor Standards Act (FLSA), the following FLSA work periods are hereby established for represented employees:

a. —a. Employees assigned to a 5/8 schedule (Five 8-Hour Days).

For employees assigned to a standard 5/8 schedule, the FLSA work period shall be a fixed and reoccurring seven (7) day workweek beginning at -12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

b. —b. Employees assigned to a 4/10 schedule (Four 10-Hour Days).

For employees assigned to a 4/10 schedule, the FLSA work period shall be the same fixed and reoccurring seven (7) day workweek described in subsection (a). Overtime under the FLSA shall be measured against forty (40) hours worked within this seven (7) day work period.

c. e- Employees assigned to a 9/80 schedule.

To avoid unintended FLSA overtime liability associated with the 9/80 schedule, the FLSA work period for employees assigned to a 9/80 schedule shall be a fixed and reoccurring seven (7) day workweek beginning exactly four (4) hours after the start of the employee's regular eight-hour day on the mid-week "flex day."

- Hours worked in the first half of the flex day shall be assigned to the preceding FLSA workweek.
- Hours worked in the second half of the flex day shall be assigned to the new FLSA workweek.

This definition is intended to ensure that employees regularly assigned

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to a 9/80 schedule do not unintentionally exceed forty (40) hours in any FLSA workweek solely due to the structure of the schedule.

2.3 No Expansion of FLSA Obligations.

The establishment of these FLSA work periods is intended solely to clarify the City's overtime measurement obligations under the FLSA and to prevent unintended overtime liability. Nothing in this Section shall be interpreted to expand the City's obligations under the FLSA or to modify contractual overtime provisions elsewhere in this Agreement.

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.

e. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

2.42 Work schedules presently in effect shall remain in effect. Any change in work hours or workdays shall be a meet and confer item.

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 and the approval of Human Resources.

ARTICLE III – COMPENSATORY TIME

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

3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked. An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

3.3 No more than two hundred (200) hours of compensatory time may be carried on the books at any time.

3.4 Employee's may cash out any amount of the compensatory time at the employee's straight time hourly rate of pay each April, June, and October. A request to cash out leave must be in writing and submitted to the Finance Division.

3.5 To provide flexibility in managing time and income, employees may annually pre-schedule the cash-out of CTO. Each year, an irrevocable election form may be submitted to cash-out CTO. The payout period shall occur in April, June, and October of each year.

Elections apply only to CTO earned in the following calendar year and must be submitted by December 31 of the preceding year, per Internal Revenue Service Regulations (26 CFR § 1.451-2) and Revenue Ruling 2009-31. Once submitted, CTO cash-out elections cannot be changed.

CTO cash-outs will be paid at the employee's regular rate in each April, June, and October payout periods, not to exceed the employee's available CTO balance at the time of the cash-out. HR will retain CTO cash-out election records for at least four (4) years. Employees who do not submit a CTO cash-out election form remain in the standard CTO program and may participate in future years.

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

ARTICLE IV – OVERTIME

4.1 Overtime work paid at the time and ~~one-half~~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 2.1 and 2.2.
- b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate (1½). 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 12:00 a.m. and 12:00 a.m. on any given day, or for any hours between the hours of 12:00 a.m. and 6:00 a.m. Phone calls lasting less than ten (10) minutes, text messages and/or emails that do not require substantive work would be paid one (1) hour at the appropriate overtime rate. Calls more than ten (10) minutes, text messages and/or emails that require substantive work would receive the standard three (3) hour callback at the appropriate overtime rate.

4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

4.3 Rest Period

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

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

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

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

4.5 The Animal Services Supervisor, and ~~Assistant~~ Animal Services Officer serve on an ~~on-call~~on-call basis on a weekly basis and shall be compensated \$~~200~~250 per week for weeks they serve ~~on~~on-call.

4.6 Call Out Pay:

- a. The employees called out shall be paid at the rate of one and one half (1½) times the straight time rate of pay for time worked on emergency calls before 12:00 ~~a.m.-a.m.~~. Time worked between 12:00 a.m. and 6:00 a.m., or in excess of twelve (12) consecutive hours between 12:00 a.m. and 12:00 a.m. on any given day, shall be paid at double time.
- b. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in ~~Article Section~~ 4.6 (aA) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in ~~Article Section~~ 4.6(aA) of this Agreement.

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- c. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per ~~Section Article~~ 4.6(aA) of this Agreement.
- d. Phone calls lasting less than ten (10) minutes, text messages and/or emails that do not require substantive work to be performed, will be paid one (1) hour at the appropriate overtime rate as defined in ~~Section Article~~ 4.6(aA) of this Agreement. Calls lasting longer than ten (10) minutes, text messages and/or emails that require substantive work will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in ~~Section Article~~ 4.6(aA) of this Agreement and any additional hours worked as defined in ~~Article Section~~ 4.6(cE) of this Agreement.

ARTICLE V – MEALS

~~5.1 The City and AFSCME mutually agree to engage in further discussion to incorporate clarifying language for Article V – Meals.~~

~~5.25.1~~ 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 \$25 meal allowance, payable through payroll. If an employee works beyond the regular quitting time, the City shall continue to provide a meal allowance at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them, not to exceed one hour, shall be at the City's expense.

~~5.35.2~~ When the City requires employees to work on non-workdays without notice, the City shall provide a meal allowance at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

~~5.45.3~~ 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 meal allowances in accordance with the provisions of Section 5.1 hereof.

~~5.55.4~~ If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on workdays or non-workdays, and such employee continues to work into regular work hours, the employee shall be provided one (1) meal allowance on the job and the City shall provide other meal allowances 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.

ARTICLE VI – TEMPORARY UPGRADE

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- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification and relieved of the duties of their regular position -in the absence of the incumbent, for four (4) hours, shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the top step of the classification to which the employee is temporarily upgraded. Temporary Upgrade pay is reportable compensation for classic employees only. (2 CCR Section 571.)

ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE

- 7.1 The City agrees to provide all necessary uniforms and required safety equipment for the following classifications listed below. For classic CalPERS members only, the City will report as special compensation the cost of City-purchased or City-rented uniforms, up to an annual maximum of \$600 per employee, consistent with 2 CCR section 571. Costs associated solely with personal health and safety equipment are excluded from this cap and are not reportable.

In addition, employees in the General Services Unit and provide classifications listed below shall receive a uniform care and cleaning allowance of \$600 per year—, paid bi-weekly. The uniform care and cleaning allowance shall be paid bi-weekly.—is reportable special compensation for classic CalPERS members only.

Covered Classifications

- Animal Services Supervisor
- ~~Assistant~~ Animal Services Officer
- Field Services Representative
- Field Services Supervisor
- ~~Parking Enforcement Assistant~~
- Police Records Clerk
- Police Records Clerk Supervisor
- Senior Police Records Clerk

- a. Field Services Representative and the Field Services Supervisor shall be provided with uniforms that meet the requirements for flame retardant clothing. Uniforms provided by the City shall include a jacket, pants, and shirts, and appropriate rain gear. Jackets shall be replaced as needed. Safety equipment provided for personal health and safety is not included in the reportable uniform cost cap.

- b. The City and the bargaining unit agree to reopen Section 7.1 to discuss the provision that appears to grant the listed classifications for both a City provided uniform and a uniform allowance. Further, City and unit agree to reopen Section 7.1 (a); in the event the City and IBEW propose a quartermaster uniform system that incorporates the Field Services classifications.

- 7.2 The City and AFSCME General Services bargaining unit mutually agree that the City shall purchase appropriate ~~—~~ foul-weather coats and boots as deemed necessary for field personnel.

- 7.3 The City agrees to provide prescription safety glasses up to a maximum cost of \$500 per pair as required. A maximum of two (2) pair of prescription safety glasses will be provided by the City during employment except as indicated in Sections 7.5 and 7.6 below.
- 7.4 The employee shall pay directly to the optometrist any fees for prescription examination or related charges if needed. The employee shall submit receipts for prescription safety frames and lenses to the City of Lodi for reimbursement.
- 7.5 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:
1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
 2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
 3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
 4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 7.6 The following conditions ~~on the part of any applicable employee~~ shall be grounds for the cost of the employee's issued safety glasses to be deducted from the ~~employee's~~ payroll check after a determination of cost has been made by the City. Any deduction based on "abuse" shall require that the City establish, by a preponderance of the evidence, that the employee abused the safety glasses.
1. ~~1.~~ Where the City ~~would be~~ required to replace issued safety glasses due to abuse by the employee.
 2. ~~2.~~ Failure ~~on the part of~~ by an applicable employee to wear or utilize safety glasses unless otherwise agreed to in writing.
 3. ~~3.~~ Failure ~~on the part of~~ by an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 7.7 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.

- 7.8 When an employee’s personal clothing is damaged in the line of duty, the employee may request to have the item replaced or repaired at the City’s expense.
 - a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - b. The City shall have the sole discretion to approve or deny the request, and its denial shall not be grievable.
 - c. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - d. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item to the City for inspection.
 - e. All requests for reimbursement shall be accompanied by receipts.

- 7.9 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing glasses.
 - a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - b. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.
 - c. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150
Insurance Pays	\$100
Reimbursed to employee	\$ 50

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

ARTICLE VIII – SAFETY BOOT/FOOTWEAR PROVISIONS

- 8.1 The City agrees to provide an annual boot allowance of \$350, ~~paid semi-~~annually as part of the last biweekly payroll in the months of ~~April and~~ October of each year, for the following classifications:

- Animal Services Officer
- Animal Services Supervisor
- Building Inspector I/II

Community Improvement Officer I/II

Engineering Technician I/II

~~Junior~~ Engineer

~~Parking Enforcement Assistant~~

~~Police Records Clerk~~

~~Police Records Supervisor~~

Public Works Inspector I/II

~~Senior Building Inspector (If assigned to field work)~~

~~Senior Community Improvement Officer~~

~~Senior~~ Engineering Technician (1) (who ~~does~~ inspection/survey work)

~~Senior Police Administrative Clerk (if assigned to Records division)~~

~~Supervising Code/Community Improvement Officer~~

~~Records Clerk~~

~~Senior Police Administrative Clerk (if assigned to Records division)~~

~~Police Records Supervisor~~

~~Animal Services Supervisor~~

~~Assistant Animal Services Officer~~

~~Parking Enforcement Assistant~~

~~Water Services Technician I/II~~

- 8.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 8.3 Employees who are assigned to a Lodi Police Department job site, or are supervised by Lodi Police Department personnel, and who are required to wear a uniform, shall be entitled to the safety shoe/boot allowance that meet the Lodi Police Department Policy and Procedure Section 210.1C mandate. This includes appropriate foot wear for Class B and Class A uniforms.
- 8.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.
- 8.5 Employees who are required to wear specific boots or shoes per any City of Lodi Policy and Procedures mandate, must wear the appropriate footwear when performing the duties/tasks of the assigned classification.
- 8.6 Employees performing duties/tasks without the prescribed appropriate footwear may be required to vacate the job site until such time as they can return wearing the required footwear for the classification/duties/tasks. Time spent away from the job site for this purpose shall not be paid City of Lodi time.
- 8.7 Safety footwear for Field Services Representatives and the Field Services Supervisor shall be provided by the Electric Utility Department and shall meet the Electrical Hazard (EH) rating.

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- 8.8 The City will provide all mandated Personal Protective Equipment (PPE) as required, including appropriate rubber gloves and leather protectors for Field Services Representatives and the Field Services Supervisor.

ARTICLE IX – EDUCATION INCENTIVES

For general education incentives to be reportable to CalPERS for both classic and PEPPRA employees, the certificate must enhance the employee's ability to do their job, not be a job requirement. (2 CCR Sections 571 and 571.1).

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

Engineer in Training
Land Surveyor in Training
Land Surveyor

- 9.2 Employees in the classifications of Public Works Inspector I and Public Works Inspector II who are routinely and consistently assigned to perform water-quality testing for compliance with governmental health standards are eligible for the following incentives, which shall be reported as special compensation for classic CalPERS members in accordance with 2 CCR sections 571 and 571.1:

- 2% of base salary for possession of a Distribution 1 (D1) certificate
- \$60.00 per month for possession of a Distribution 2 (D2) certificate
- \$40.00 per month for possession of a Treatment 1 (T1) certificate
- \$40.00 per month for possession of a Collection 1 (C1) certificate

Eligibility for reportable compensation is limited to employees who are regularly assigned to perform such water-quality compliance duties; employees who hold the certifications but are not routinely and consistently assigned to such duties shall not have these amounts reported to CalPERS.

- 9.3 Employees in the classifications of Permit Technician, Senior Permit Technician, Community Improvement Officer I/II, and Senior Community Improvement Officer are eligible for the following incentives:

\$40.00 per month for possession of a Residential Building Inspector (B1) Certificate

\$60.00 per month for possession of a Commercial Building Inspector (B2) Certificate

\$40.00 per month for possession of a Residential Plans Examiner (R3) Certificate

\$60.00 per month for possession of a Commercial Plans Examiner (B3) Certificate

9.4 Employees in the classifications of Building Inspector I/II are eligible for the following incentives:

\$60.00 per month for possession of a Commercial Building Inspector (B2) Certificate

\$40.00 per month for possession of a Residential Plans Examiner (R3) Certificate

\$60.00 per month for possession of a Commercial Plans Examiner (B3) Certificate

9.5 Employees in the classifications of Senior Building Inspector are eligible for the following incentives:

\$60.00 per month for possession of a Commercial Plans Examiner (B3) Certificate

ARTICLE X – NOTARY PUBLIC INCENTIVE

10.1 Employees who possess a Notary Public certification and use the Notary Public service as a part of their employment duties with the City will receive a monthly incentive of ~~\$4080.00~~. The City will provide Errors and Omissions insurance for employees who perform notary duties as part of their employment. This is reportable compensation for clerical employees only. (2 CCR sections 571 and 571.1.)

ARTICLE XI – BILINGUAL PAY

Employees designated by the Department Head and approved by the City Manager who have passed a proficiency examination administered by the City and who are routinely and consistently required to speak Spanish and/or Punjabi in the scope of employment shall receive a bilingual premium pay of two-hundred dollars (\$200.00) (\$92.31 per bi-weekly pay period). The City Manager has the discretion in determining additional eligible languages. The bilingual incentive is reportable compensation pursuant to 2 CCR Sections 571 and 571.1.

~~11.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150, paid bi-weekly. The City Manager has the discretion in determining the languages that will be recognized.~~

ARTICLE XII – TUITION REIMBURSEMENT

12.1 Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not reduce the maximum reimbursement amount of \$3,000 or eliminate this policy during the term of this MOU. The parties agreed that employees are eligible to utilize the Tuition Reimbursement Policy after six (6) months of full-time employment with the City of Lodi.

ARTICLE XIII – COURT APPEARANCES

- 13.1 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.
- 13.2 If jury duty attendance is less than one-half (½) of a normal working day, the employee is expected to return to work.
- 13.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 13.4 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.
- 13.5 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 (1½) 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~~off-duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XIV – MILEAGE COMPENSATION

- 14.1 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.
- 14.2 Allowance changes shall be effective the first day of the month following the determination of a change by the IRS.

Chapter 2 - Leaves

ARTICLE XV – CATASTROPHIC LEAVE

- 15.1 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.

15.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of ~~Short-Term~~Short-Term Disability.

ARTICLE XVI – BEREAVEMENT LEAVE

16.1 Employees shall be granted three (3) days of paid 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~~time. “Immediate family shall be limited to an” includes the employee’s:

- | | | |
|--|-----------------------------------|---------------|
| Spouse/ <u>registered</u> domestic partner | Parent/step-parent/foster parent | Parent-in-law |
| Child/step-child | Son or Daughter-in-Law | Grandparent |
| Grandparent-in-law | Brother/half-brother/step-brother | Grandchild |
| Sister/half-sister/step-sister | | |

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

16.2 AB 1949 Protected Bereavement Leave

In accordance with Government Code section 12945.7, employees are entitled to up to five (5) days of bereavement leave following the death of a qualifying family member. The three (3) days provided in Section 196.1 shall be paid; the remaining two (2) days shall be unpaid, unless the employee elects to use accrued paid leave, including sick leave, vacation, or compensatory time off. Bereavement leave must be completed within three (3) months of the date of death.

The City may require documentation of the death consistent with Government Code section 12945.7.

16.3 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 XVII – HOLIDAYS

17.1 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 |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Thanksgiving Day | 4 th Thursday in November |

Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

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

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

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

- 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.
- 17.3 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.
- 17.4 Holiday time shall be taken in no less than quarter hour increments.

ARTICLE XVIII – LEAVE OF ABSENCE

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

ARTICLE XIX – SICK LEAVE

- 19.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 19.2 Sick leave may be accumulated up to an unlimited amount.
- 19.3 Family Sick Leave will be provided in accordance with the City's current Sick Leave Policy as revised in September 2010.

ARTICLE XX – VACATION LEAVE

- 20.1 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 |
- 20.2 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.
- 20.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.
- 20.4 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.
- 20.5 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.
- 20.6 Hardship Cash Out. Employees may cash-out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Examples include:
1. Catastrophic property loss
 - Home destroyed or severely damaged by fire, flood, or natural disaster
 - Major uninsured losses due to theft, vandalism, or storm damage
 2. Serious medical hardship
 - Significant out-of-pocket medical expenses for the employee, spouse, or dependent

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- Diagnosis of a serious illness requiring immediate treatment (e.g., cancer, major surgery)
- 3. Funeral and burial expenses
 - Costs associated with the death of a spouse, child, parent, or dependent
 - Unexpected travel expenses related to the death
- 4. Prevention of eviction or foreclosure
 - Imminent eviction from primary residence
 - Imminent foreclosure on primary residence
- 5. Necessary repairs to make a home habitable
 - Emergency repairs required to make the home safe (e.g., failed heating system in winter, structural failure)
- 6. Sudden loss of transportation needed for work
 - Major, unexpected vehicle repair or replacement when the vehicle is essential for commuting (IRS has accepted this in constructive-receipt contexts when the need is immediate and not elective)
- 7. Other unforeseeable emergencies
 - Circumstances that are beyond the employee's control, create an immediate financial need, and cannot be met through other resource

Chapter 3 – Insurance and Retirement

ARTICLE XXI – CAFETERIA PLAN AND MEDICAL INSURANCE

Medical Insurance

The City shall contribute an amount equal to ninety percent (90%) of the premium cost of the lowest-cost CalPERS HMO plan available within ZIP Code 95240 toward each eligible employee's health insurance coverage by enrollment category.

This contribution shall be adjusted annually, effective the pay period in which January 1 falls, based on CalPERS premium rates.

Employees who select plans costing more than the City's contribution shall pay the premium cost difference through payroll deductions.

Eligibility

Regular full-time employees are eligible to participate in the Cafeteria Plan beginning the first day of the month following hire.

Employee's eligible dependents may be enrolled in accordance with CalPERS and the employee's selected plan rules.

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Changes in health insurance coverage may occur only during the City's open enrollment period or following a qualifying event as defined under Internal Revenue Code Section 125.

Health insurance coverage ends the last day of the month in which employment terminates, unless continued under Consolidated Omnibus Budget Reconciliation Act (COBRA).

Eligible Benefits

City contributions under this Article may be applied to the following benefits:

- Health Insurance: _____
- Vision Insurance: _____
- Chiropractic Services: _____

Administration and Opt-Out

The Cafeteria Plan shall be administered in accordance with Internal Revenue Code Section 125 and applicable CalPERS regulations.

Employees providing proof of alternate qualifying medical coverage may opt out of City-provided medical insurance and will receive the applicable opt-out or cash-in-lieu benefit as described in Article XIV – Health Insurance.

All employees are offered medical insurance for themselves and their eligible dependents through CalPERS medical plans.

Continuation of Coverage

The City's contribution toward group dental, orthodontia, chiropractic, and vision insurance shall continue only while the employee remains in paid status or during periods of legally protected leave, including the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

Health Insurance:

Effective the pay period in which January 1, 2026 falls, the City shall contribute an amount equal to ninety percent (90%) of the premium, by enrollment category, for the lowest-cost HMO plan available in ZIP code 95240. Employees shall be responsible for the difference between the City's contribution and the premium of the plan the employee selects. Employee contributions shall be collected through payroll deductions. Employees may elect to have premium deductions withheld from pre-tax wages through the City's Flexible Spending Account benefits Premium Only Plan (POP) as described in Article XXVIII below.

The City's ninety percent (90%) contribution and corresponding ten percent (10%) employee contribution shall be reviewed annually and any necessary adjustments would

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be implemented –the pay period in which January 1 falls to reflect any changes in premium rates for the lowest-cost HMO plan available in ZIP code 95240. The City’s contribution percentage shall not be reduced below ninety percent (90%) without mutual agreement between the City and the AFSCME General Services bargaining unit.

Employees who elect to waive medical insurance coverage through the City shall receive an additional “cash-in-lieu” of medical benefits amount as follows:

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

The monthly cash-in-lieu amounts shall be divided equally between the twenty-six (26) pay periods each year and paid, at the employee’s option, either as a flat taxable cash amount or as a contribution to the employee’s deferred compensation account. To be eligible for cash-in-lieu, an employee must provide the City with proof of other qualifying group medical insurance coverage.

Eligibility

Employees shall become eligible for health insurance on the first day of the month following the date on which they become full-time regular employees of the City.

~~21.1 All employees are offered medical insurance for themselves and dependents through Cal PERS Medical Plans. Effective January 1, 2023, the City will contribute the following amounts toward the medical premium: —~~

- ~~————— \$2,005.52 ——— per month for family~~
- ~~————— \$1,542.71 ——— per month for employee +1 dependent~~
- ~~————— \$771.35 ——— per month for employee only~~

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

~~21.2 If an employee waives medical insurance through the City of Lodi, the employee may at their option take the following in cash or deposited into their deferred compensation account (Cash in lieu):~~

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

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

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~~21.3 Effective January 1, 2023 and through December 31, 2025, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$47,000.~~

~~Percentage increases shall be based upon the amounts paid by City (\$771.35 for Employee only, \$1,542.71 for Employee +1, \$2,005.52 for Family).~~

~~21.4 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.~~

21.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

ARTICLE XXII – DENTAL AND ORTHODONTIA INSURANCE

Dental Coverage

Employees shall be provided fully paid family dental insurance. The City shall pay the full cost of the dental insurance premium for the employee and all eligible dependents.

The City reserves the right to select or change the dental insurance administrator or plan provider, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Benefits

Maximum dental benefits shall be one thousand five hundred dollars (\$1,500) per calendar year for each family member enrolled in the dental plan. A twenty-five dollar (\$25) deductible and applicable co-insurance provisions shall apply.

The City shall provide orthodontia benefits with a lifetime maximum benefit of one thousand five hundred (\$1,500) for each eligible family member covered under the dental plan.

~~22.1 The City will pay the full cost for dental premiums for employee and eligible dependents.~~

~~22.2 The annual maximum benefit is \$1,250 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.~~

~~22.3 Effective January 1, 2023, the City shall provide orthodontia benefits, up to a lifetime cap of \$1,250 for each person covered under the plan.~~

2023-2026 - 2025-2028**ARTICLE XXIII – VISION INSURANCE**

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium necessary to provide employees with vision care insurance through the Vision Service Plan (VSP) by enrollment category (Employee, Employee +1 or Family). The services covered and the amount of coverage shall be as outlined in the VSP Summary of Benefits.

The City reserves the right to select or change the vision insurance carrier, provided that the level of benefits remains substantially equivalent to those provided under the existing plan.

Employees may opt out of City provided Vision Care and apply the City contribution towards medical premiums.

~~23.1~~—The City agrees to provide a vision care plan equivalent to the VSP Signature Plan with a \$25 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XXIV – CHIROPRACTIC

The City shall contribute to the Cafeteria Plan a dollar amount equal to the premium, by enrollment category (Employee, Employee +1 or Family), necessary to provide employees and their eligible dependents chiropractic services under the City's Chiropractic benefit program. This benefit allows for up to a maximum of forty (40) visits per calendar year.

A co-payment of ten dollars (\$10.00) per visit shall apply for each covered chiropractic service.

Employees may opt out of City provided Chiropractic Care and apply the City contribution towards medical premiums.

~~24.1~~—The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXV – LIFE INSURANCE

25.1 The City agrees to provide a life insurance program providing \$25,000 term life insurance which includes a \$25,000 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 \$10,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

ARTICLE XXVI – LONG TERM DISABILITY

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

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

26.3 The City agrees to allow the unit to vote whether to opt into the State Disability Insurance Program. If the unit elects to participate, employee participation is mandatory and the benefit is paid for by the employee via payroll deduction.

ARTICLE XXVII – WORKERS' COMPENSATION

27.1 The City and AFSCME General Services bargaining unit 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 employee's regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XXVIII – FLEXIBLE SPENDING ACCOUNT (SECTION 125 PLAN)**Participation**

Employees shall have the option of participating in the City's Flexible Spending Account (FSA) Plan established under Section 125 of the Internal Revenue Code. Employees may elect to participate in one or more of the following plan options:

- Premium Only Plan (POP)
- Medical Flexible Spending Account (FSA)
- Dependent Care Flexible Spending Account (DCFSA)

Enrollment and Election Periods

Elections for the upcoming calendar year shall be made during the annual open-enrollment period held each November or in the event of a qualifying change in family status as defined by the Internal Revenue Code and applicable IRS regulations.

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Funds elected but not used by the end of the plan year shall be forfeited by the employee in accordance with federal “use-it-or-lose-it” rules, except as otherwise provided by the carryover or grace-period provisions described below.

Carryover or Grace Period Provision

The City’s FSA may include one of the following IRS-approved options, as specified in the City’s official Section 125 Plan Document:

- A carryover provision that allows an active participant to automatically carry over up to six hundred eighty dollars (\$680) into the subsequent plan year (the allowable amount may be adjusted annually by the IRS);

or

- A grace period of up to two and one-half (2½) months following the close of the plan year, during which eligible expenses incurred may be applied against the prior year’s unused balance.

~~28.1 The City will maintain a pre-tax “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or unreimbursable medical payments for unit members. Effective in plan year 2023, the Medical Flexible Spending Account (FSA) includes a carryover provision which allows an active participant to automatically carryover up to the IRS limit (\$550 for plan year 2023) to the new plan year. Carryover allowance may increase year to year depending on IRS limit. However, amounts over the IRS limit will be forfeited after the final filing date, if left unclaimed.~~

ARTICLE XXIX – DEFERRED COMPENSATION

Participation

Employees may participate in the City’s Deferred Compensation Plan in accordance with the provisions of Section 457 of the Internal Revenue Code. Participation shall be entirely voluntary and subject to the rules and regulations established by the plan administrator and applicable federal law.

City Contribution

The City shall match employee contributions to the Deferred Compensation Plan in an amount up to a maximum of three percent (3.0%) of the employee’s gross salary.

City contributions shall be deposited into the employee’s designated deferred compensation account in accordance with applicable Internal Revenue Service (IRS) regulations and the provisions of their selected plan.

~~29.1 The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee’s gross salary.~~

ARTICLE XXX – PERS

- 30.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "classic" employees by PERS:
- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:
 - b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
 - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
 - d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
 - e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
 - f. Military Service Credit as Public Service (Section 21024).
 - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - h. 50% survivor continuation in the event of death after retirement.
 - i. Employee shall pay employee share of retirement at 7% effective ~~December-July 65, 2026-31, 2013.~~
- 30.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employees' Pension Reform Act of 2013 (PEPRA):
- a. PERS "2% at 62" full formula retirement benefits plus the following additional options:
 - b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
 - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.

- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
- f. Military Service Credit as Public Service.
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- i. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation effective July 65, 2026.

30.3 The following provision expires July 5, 2026:

Effective May 20, 2019, in accordance with California Government Code §20516 contract amendment process requirements, each employee in this unit shall pay two percent (2%) towards the employer's share of CalPERS normal pension cost (cost-sharing). Effective July 13, 2020, each employee in this unit shall pay an additional one percent (1%) towards the employer's share of CalPERS normal pension cost (cost-sharing). Effective January 11, 2021, each employee in this unit shall pay an additional one percent (1%) towards the employer's share of CalPERS normal pension cost (cost-sharing). Effective January 10, 2022, each employee in this unit shall pay an additional one percent (1%) towards the employer's share of CalPERS normal pension cost (cost-sharing).

ARTICLE XXXI – SICK LEAVE CONVERSION

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

Option #1 – Conversion

After ten (10) years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave.

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

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The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XXI. 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.

- 31.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 30.1.
- 31.3 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.
- 31.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 30.1 of this Article.

Option #3 – PERS Credit

- 31.5 Per the California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable, per Government Code Section 20965.
- 31.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums as referenced in options 1-2. The only option available to these employees is Option #3, PERS credit.

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- 31.7 Option #3 is available to all represented employees meeting PERS eligibility requirements.
- 31.8 If an employee opts to utilize the provisions of Option #1 or Option #2, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4 – Union / City Issues

ARTICLE XXXII – UNION LEAVE

- 32.1 Whenever any employee is absent from work as a result of a formal request by AFSCME General Services bargaining unit to ~~send an employee to be involved~~ participate in Association business, the City shall pay the employee for all regular time lost ~~and shall be reimbursed therefore by~~ AFSCME General Services bargaining unit at the rate of one hundred and fifty percent (150%) shall reimburse the City for the full cost of the employee's regular wage rate wages and benefits for the period of absence, consistent with Government Code section 3558.8. Reimbursement shall be made at the City's actual cost and invoiced to the Association.
- 32.2 The City agrees to provide storage space to AFSCME General Services bargaining unit for association materials.

ARTICLE XXXIII – LAYOFF

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

ARTICLE XXXIV – CHANGES IN MEMORANDUM

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

ARTICLE XXXV – CITY RIGHTS

- 35.1 It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:
- Determine the mission of its constituent departments, commissions and boards.³
 - 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 XXXVI – EMPLOYEE REPRESENTATION

36.1 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 General Services bargaining unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

36.2 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.

36.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

Union Membership – All employees covered by this Agreement shall have the opportunity to be a member of AFSCME. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

Membership status shall remain in effect per the terms set forth in the AFSCME Membership Application. Only AFSCME members are afforded exclusive UNION membership rights.

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
- AFSCME Voluntary Political Action Check Off (PEOPLE)

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.

- 36.4 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.
- 36.5 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.

- 36.6 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 XXXVII – GRIEVANCE PROCEDURE

- 37.1 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.

- 37.2 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 (i.e., pay reduction) 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.
 - e. Employees shall have the right to grieve letters of reprimand through the chain of command up to the City Manager or designee. The decision of the City Manager or designee is final and binding and not subject to further grievance.

- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law. The arbitrator has no power to add to a disciplinary action.

- 37.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual

agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

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

37.9 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVIII – MUTUAL CONSENT CONTINGENCY

38.1 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 XXXIX – NO STRIKES

39.1 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, including sympathy strikes, which adversely affects job performance or City services during the term of this MOU.

ARTICLE XL – PROBATIONARY PERIOD

40.1 All appointments to positions in the classified service shall be subject to a ~~_____~~probationary period of twelve (12) continuous months of service, or 2,080 hours of actual and continuous 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.

40.2 During the probationary period, all new hires shall have 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 in increments up to six (6) months. The total extended probationary period shall not exceed twelve (12) months. AFSCME must be notified of all extensions by Human Resources.

40.3 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. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XLI – PROMOTION

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

ARTICLE XLII - SENIORITY

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

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

ARTICLE XLIII – SHOP STEWARDS

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

ARTICLE XLIV – STATUS

44.1 Employees shall be designated as regular or probationary.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article X (Probationary Period).
- b. A probationary employee is defined as an employee hired for a ~~full~~ timefull-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

~~2023-2026~~ - ~~2025~~2028

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~~full-time service with the City, and satisfactory performance, a probationary employee shall be given the status of a regular employee.

ARTICLE XLV – TERM

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

TERM: Covering the period from January 1, ~~2023-2026~~ through December 31, ~~2025~~2028.

ARTICLE XLVI - SEVERABILITY

In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect. "The parties shall, upon request of either party, meet and confer regarding a replacement provision."

2023-2026 - 2025-2028

TO EFFECTUATE THIS MOU, the parties have caused their duly authorized representatives to execute this MOU as of the date first written above.

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

CITY OF LODI
A MUNICIPAL CORPORATION

Jeremiah Miller, Chief Negotiator
Manager

Aaron M. Busch, Interim City

Date:

Date:

Thomas Rodriguez, Chapter President

Patrick Clark, Chief Negotiator

Date:

Date:

Kari Chadwick, Executive Vice President

James Peavey, HR Manager

Date:

Date:

Thomas Gabriel, Vice President

Approved As To Form:

Date:

Katie O. Lucchesi, City Attorney

James Agnew, Treasurer

Date:

Attest:

Tanya Hansford, Secretary

Date:

Olivia Nashed, City Clerk

Luis Gomez, M&O Representative

Date:

James Parenti, GS Representative

Date:

Corina Del Bbarba, GS Representative

Date:

Yanet Gomez, GS Representative

Date:

2023-2026 - 2025-2028**EXHIBIT A**GENERAL SERVICES UNIT SALARY SCHEDULEEffective January 5, 2026

Job Class	Position	Eff Date	Step 0	Step 1	Step 2	Step 3	Step 4
2702	ADMINISTRATIVE ASSISTANT	01/06/2025	60,008.58	63,009.10	66,159.57	69,467.53	72,940.86
2700	ADMINISTRATIVE CLERK	01/06/2025	45,113.40	47,369.12	49,737.62	52,224.43	54,835.65
2020	ANIMAL SERVICES OFFICER	01/05/2026	57,096.87	59,951.64	62,949.35	66,096.83	69,401.63
2021	ANIMAL SERVICES SUPERVISOR	01/05/2026	65,659.63	68,942.74	72,389.83	76,009.24	79,809.75
2072	BUILDING INSPECTOR I	01/05/2026	70,310.21	73,825.60	77,516.89	81,392.85	85,462.40
2073	BUILDING INSPECTOR II	01/05/2026	77,341.18	81,208.17	85,268.62	89,532.15	94,008.71
2075	CDD PROGRAM SPECIALIST	01/06/2025	74,993.19	78,742.85	82,679.99	86,814.00	91,154.70
2032	COMMUNITY IMPROVEMENT OFFICER I	01/06/2025	65,836.30	69,128.11	72,584.52	76,213.76	80,024.42
2022	COMMUNITY IMPROVEMENT OFFICER II	01/06/2025	72,419.89	76,040.88	79,842.86	83,835.04	88,026.89
2011	CUSTOMER SERVICE REPRESENTATIVE I	01/05/2026	46,661.81	48,994.89	51,444.59	54,016.70	56,717.55
2012	CUSTOMER SERVICE REPRESENTATIVE II	01/05/2026	51,327.78	53,894.10	56,588.77	59,418.23	62,389.28
2060	ELECTRIC UTILITY TECHNICIAN	01/06/2025	60,280.13	63,294.19	66,458.88	69,781.94	73,270.91
2200	ENGINEERING TECHNICIAN I	01/06/2025	69,785.11	73,274.27	76,937.95	80,784.92	84,824.19
2201	ENGINEERING TECHNICIAN II	01/06/2025	76,763.61	80,601.61	84,631.75	88,863.30	93,306.46
2050	FIELD SERVICES REPRESENTATIVE	01/06/2025	61,588.46	64,667.92	67,901.34	71,296.45	74,861.18
2051	FIELD SERVICES SUPERVISOR	01/06/2025	74,168.00	77,876.00	81,770.00	85,859.00	90,152.00
2014	FINANCE TECHNICIAN	01/06/2025	60,280.13	63,294.19	66,458.88	69,781.94	73,270.91
2400	INFORMATION SYSTEMS SPECIALIST	01/05/2026	70,539.13	74,066.25	77,774.32	81,657.82	85,740.72
2203	JUNIOR ENGINEER	01/06/2025	91,195.03	95,754.83	100,542.45	105,569.60	110,848.08
2208	JUNIOR PLANNER	01/06/2025	68,910.20	72,355.60	75,973.39	79,772.06	83,760.70
2210	JUNIOR TRANSPORTATION PLANNER	01/06/2025	68,910.20	72,355.60	75,973.39	79,772.06	83,760.70
2500	LIBRARY ASSISTANT	01/06/2025	47,369.25	49,737.62	52,224.60	54,835.82	57,577.47
2510	LIBRARY TECHNICIAN	01/06/2025	59,921.88	62,917.94	66,063.87	69,367.07	72,835.38
2401	NETWORK TECHNICIAN	01/06/2025	82,105.58	86,210.94	90,521.40	95,047.52	99,800.02
2600	PARKS PROJECT COORDINATOR	01/06/2025	84,439.84	88,661.87	93,094.87	97,749.65	102,637.11
2016	PAYROLL TECHNICIAN	01/05/2026	60,708.12	63,743.58	66,930.74	70,277.39	73,791.13
2070	PERMIT TECHNICIAN	01/05/2026	59,841.81	62,834.60	65,976.30	69,275.23	72,738.98
2024	POLICE RECORDS CLERK I	01/05/2026	47,016.98	49,367.73	51,836.21	54,427.96	57,149.48
2023	POLICE RECORDS CLERK II	01/05/2026	51,718.85	54,304.68	57,019.91	59,870.96	62,864.49
2026	POLICE RECORDS CLERK SUPERVISOR	01/05/2026	64,876.26	68,120.14	71,526.05	75,102.26	78,857.53
2602	PROGRAM COORDINATOR	01/05/2026	57,336.01	60,202.66	63,212.74	66,373.43	69,692.21
2405	PROGRAM/ANALYST	01/05/2026	83,279.81	87,324.14	91,690.35	96,274.85	101,088.59
2204	PUBLIC WORKS INSPECTOR I	01/05/2026	69,238.73	72,700.55	76,335.58	80,152.47	84,160.00
2205	PUBLIC WORKS INSPECTOR II	01/05/2026	76,162.55	79,970.61	83,969.18	88,167.73	92,576.08
2606	RENTAL COORDINATOR	09/24/2025	52,715.50	55,351.13	58,118.64	61,024.62	64,075.95
2701	SENIOR ADMINISTRATIVE CLERK	01/06/2025	49,624.79	52,105.96	54,711.37	57,446.90	60,319.30
2074	SENIOR BUILDING INSPECTOR	01/05/2026	93,173.49	93,389.40	98,058.92	102,961.98	108,110.02
2035	SENIOR COMMUNITY IMPROVEMENT OFFICER	10/01/2025	83,282.87	87,477.01	91,819.29	96,410.30	101,230.92
2010	SENIOR CUSTOMER SERVICE REPRESENTATIVE	01/05/2026	53,894.17	56,588.78	59,418.21	62,389.15	65,508.74
2202	SENIOR ENGINEERING TECHNICIAN	01/06/2025	84,439.84	88,661.87	93,094.87	97,749.65	102,637.11
2505	SENIOR LIBRARY ASSISTANT	01/06/2025	52,105.96	54,711.37	57,446.90	60,319.30	63,335.14
2017	SENIOR PAYROLL TECHNICIAN	01/05/2026	66,778.92	70,117.94	73,623.82	77,305.14	81,170.28
2069	SENIOR PERMIT TECHNICIAN	01/05/2026	68,818.08	72,259.80	75,872.75	79,666.52	83,649.70
2025	SENIOR POLICE ADMINISTRATIVE CLERK	01/05/2026	55,156.74	57,914.78	60,810.32	63,850.71	67,043.37
2190	TRANSPORTATION COORDINATOR	01/05/2026	64,690.77	68,095.54	71,679.52	75,452.12	79,423.29
2015	UTILITY BILLING SPECIALIST	01/05/2026	57,140.11	59,997.12	62,996.97	66,146.82	69,454.15
2180	WATER CONSERVATION SPECIALIST	01/05/2026	49,917.98	52,413.93	55,034.68	57,786.33	60,675.65
2206	WATER SERVICES TECHNICIAN I	01/06/2025	81,980.43	86,079.47	90,383.44	94,902.53	99,647.63
2207	WATER SERVICES TECHNICIAN II	01/06/2025	90,178.35	94,687.23	99,421.62	104,392.77	109,612.45
2209	WATERSHED PROGRAM COORDINATOR	01/06/2025	52,715.50	55,351.13	58,118.64	61,024.62	64,075.95
2028	YOUTH OUTREACH WORKER	01/06/2025	57,578.35	61,051.33	64,707.12	68,576.07	73,389.56

EXHIBIT B

Certification Requirements and Incentive Chart
Maintenance Operators and General Services

General Services Classifications: Public Works Inspectors and Water Services Technicians				Water Distribution Operator Certificates				Water Treatment Plant Operator Certificates					Collection Maintenance System Certificates				Misc. Classifications eligible for Pest Control or Qualified Applicators Certificate Incentive			
Job Classification/Title	HI	Class A		D1	D2	D3	D4	T1	T2	T3	T4	T5	C1	C2	C3	C4	Job Classification/Title	BU	Pest Ctrl Adv	QA
Public Works Inspector I	U		25%	\$60				\$40					\$40				Park Maintenance Worker I	M		\$50
Public Works Inspector II	U		25%	\$60				\$40					\$40				Park Maintenance Worker II	M		\$50
Water Services Technician I	U		***	\$60													Park Maintenance Worker III	M		\$30
Water Services Technician II	U			\$80													Parks Supervisor	M		\$50
																	Dr. Facilities Maintenance Worker	M		\$30

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

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

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

Laboratory Technician and Environmental Compliance Classifications			Water Distribution Operator Certificates					Water Treatment Plant Operator Certificates					Laboratory Analyst Certificates				Environmental Compliance Inspection Certificates					
Job Classification/Title	BU	Class A	D1	D2	D3	D4	D5	T1	T2	T3	T4	T5	LA1	LA2	LA3	LA4	EC1	EC2	EC3	EC4	BFPAT	CCCS
Laboratory Technician I	M												\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40		
Laboratory Technician II	M												\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40		
Environmental Comp. Inspector	M		2%	2%	\$40	\$40	\$40		\$40	\$40	\$40	\$40	**	\$40	\$40	\$40				\$40	\$40	\$40**
Laboratory Services Supervisor	M		25%*	2%	\$40	\$40	\$40		\$40	\$40	\$40	\$40		†	\$40	\$40			†	\$40	\$40	†

† Required to obtain a D1, OR a T1

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

2023-2026 - 2025-2028

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

CITY OF LODI
A MUNICIPAL CORPORATION

Jeremiah Miller, Chief Negotiator
Date: _____

Stephen Schwabauer, City Manager
Date: _____

Shawn Tallerico, Chapter President
Date: _____

Andrew Keys, Deputy City Manager
Date: _____

Terri Lovell, Executive Vice President
Date: _____

Adele Post, HR Manager
Date: _____

Rodney Plamondon, Vice President
Date: _____

Approved As To Form:

James Agnew, Treasurer
Date: _____

Janice D. Magdich, City Attorney

Attest:

Thomas Gabriel, M&O Representative
Date: _____

Olivia Nashed, City Clerk

Derrick Spagnola, M&O Representative
Date: _____

Kevin Kriser, GS Representative
Date: _____

Lance Earl, GS Representative
Date: _____

Denise Wiman, GS Representative
Date: _____