



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Receive Memorandum of Understanding (MOU) for United Firefighters of Lodi (UFL) unit

MEETING DATE: December 6, 1995

SUBMITTED BY: Human Resources Director

RECOMMENDED ACTION: That the City Council receive the attached Memorandum of Understanding (MOU) (EXHIBIT A) between the City of Lodi and the Firefighters Unit for the period from December 6, 1995 through June 30, 1997.

BACKGROUND INFORMATION: The last MOU between the City and this unit expired October 1, 1993. Representatives of the City met and conferred with representatives of the unit since April of 1994 to discuss salary, wages, and other terms and conditions of employment of represented employees.

On Monday, November 27, 1995, a meeting was held by the unit and the recommended contract was ratified.

The main features of the MOU are as follows:

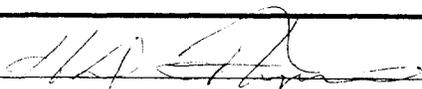
TERM

Nineteen (19) months beginning December 6, 1995 and ending June 30, 1997.

SALARY

An across the board increase of 4.0% effective December 6, 1995, 3.5% effective the pay period following July 1, 1996.

APPROVED: _____


H. Dixon Flynn
City Manager



This agreement contains, among the major points: binding arbitration for grievance and contract interpretation issues, a reduction in sick leave accrual rates (from 12 to 10 days per year) for new hires, an agreement on the City's Rules for Personnel Administration, and an elimination of sick leave conversion for new hires.

FUNDING: General Fund

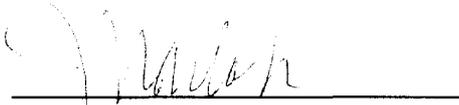
COST:

Calendar year 1995: \$56,370.64

Calendar year 1996: \$76,947.30

Total: \$133,317.94

Respectfully submitted,



Joanne M. Narloch, Human Resources Director

JMN/kt

Attachment

RESOLUTION NO. 95-150

A RESOLUTION OF THE LODI CITY COUNCIL
RECEIVING MEMORANDUM OF UNDERSTANDING FOR THE
UNITED FIREFIGHTERS OF LODI (UFL) UNIT

BE IT RESOLVED, that the Lodi City Council does hereby receive the Memorandum of Understanding for the United Firefighters of Lodi (UFL) Unit as shown on Exhibit A attached hereto.

Dated: December 6, 1995

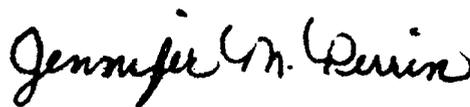
I hereby certify that Resolution No. 95-150 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 6, 1995, by the following vote:

AYES: COUNCIL MEMBERS - Davenport, Pennino, Sieglock, Warner and Mann (Mayor)

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None



JENNIFER M. PERRIN
City Clerk

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

UNITED FIREFIGHTERS OF LODI

December 6, 1995 - June 30, 1997

CITY OF LODI
MEMORANDUM OF UNDERSTANDING

ARTICLE I - EMPLOYEE REPRESENTATION

1.1 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 United Firefighters of Lodi (hereinafter referred to as "UFL").

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 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.

The terms and conditions of this MOU are applicable to those employees in those positions represented by the UFL of the City of Lodi, i.e., Firefighter I, Firefighter II, Fire Engineer, Fire Captain, and Fire Inspector. It is mutually agreed that wages, hours, and other terms and conditions of employment of such employees shall be as hereinafter set forth. Except as specifically stated in this Memorandum, 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 shall continue in effect during the term of this MOU. The parties agree as follows:

1.2 The City and the UFL mutually agree that the City shall grant dues deduction to City employees who are members of the UFL in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The UFL 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, the UFL shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

Changes in the UFL membership dues rate shall be certified to the City, in writing, over the signature of the UFL President. The change shall be implemented as soon as practicable, but in no event later than thirty (30) days after the notification.

1.3 UFL will maintain exclusive representation rights during the term of this MOU. Every employee covered by this MOU who is a member of UFL ten (10) days after the signing of this MOU shall, as a condition of employment, maintain his or her membership in good standing in accordance with the Constitution and Bylaws of the UFL during the term of this agreement.

1.4 No employee covered by this Memorandum of Understanding shall be discriminated against by the City or by the Union with respect to any job benefits or other conditions of employment accruing from this agreement because of union membership, non-membership in the union, race, color, sex, creed, national origin, marital status, disability or political affiliation. It is understood that violations of this section are not subject to arbitration.

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- 1.5 The City shall make available a period of one hour to the UFL in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other association benefits, and the responsibilities of the employee and the association.

ARTICLE II - GRIEVANCE PROCEDURE

- 2.1 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, and formal interpretations and clarifications executed by the UFL 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.

The term "day" means a working day i.e. Monday through Friday excluding fixed City Hall holidays.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the UFL involving the interpretation, application, or enforcement of the express terms of this Agreement and other terms and conditions of employment and matters of discipline.

As used in this procedure, the term "party" means an employee, the UFL, the City or the authorized representatives of any party. The employee is entitled to representation through all the steps in this procedure.

2.2 INFORMAL PROCEDURE

An employee or their representative having a grievance arising from employment in the municipal service shall seek adjustment of the grievance initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the grievance. Should the immediate supervisor be unable to make a satisfactory adjustment, or be a party to the grievance, the employee or their representative may seek adjustment through verbal contact to the next higher level of supervision up to and including the Fire Division Chief. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

Should the employee progress through the above steps and find that the Fire Division Chief is unable to make a satisfactory adjustment within the time frame given, or is a party to the grievance, the employee or his representative may seek adjustment through the Formal Grievance Procedure.

2.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. The steps of the Formal Grievance Procedure are as follows:

- Step A. Class Action Grievances or A Lodi Fire Department Grievance Form is filed with the Fire Division Chief. The Fire Division Chief shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee or his representative may proceed to Step B within ten (10) working days.
- Step B. Class Action Grievances or A Lodi Fire Department Grievance Form is filed with the Fire Chief. The Fire Chief shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee or his representative may proceed to Step C within ten (10) working days.
- Step C. A Lodi Fire Department Grievance Form is filed with the City Manager. The City Manager shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee or his representative may proceed to Step D within ten (10) working days.
- Step D. 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 by the grievant or his/her representative within fifteen (15) working days following the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the UFL shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

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

1. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
2. Both parties and the arbitrator may tape record the hearing.
3. 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.
4. The parties may agree to prepare a joint letter submitting the issue(s) 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.

5. The strict rules of evidence are not applicable but shall be of a type or kind relied upon by prudent people in the conduct of serious business and the hearing shall be informal.
6. 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.
7. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
8. The arbitrator may exclude witnesses from the hearing at his or her discretion.
9. The arbitration hearing will be held on the employer's premises.
10. 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, unless otherwise agreed to by the parties. 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.

The arbitrator's decision shall be final, binding, and precedential and the arbitrator's decision shall possess the authority to make an employee whole to the extent such remedy is not limited by law, including the authority to award back pay, reinstatement, and to issue an order to expunge the record of all references to a disciplinary action if appropriate.

The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the case.

By filing a grievance and processing it beyond the City Manager the grievant expressly waives any right to statutory remedies for the same contract remedies that were available through arbitration or to the exercise of any legal process other than is provided by the grievance/arbitration procedure for those contractual remedies under this contract. The process in a grievance beyond the City Manager shall constitute an express election on the part of the grievant that the

◇ Labor Day	1st Monday in September
◇ Thanksgiving Day	4th Thursday in November
◇ Day after Thanksgiving Day	Friday following Thanksgiving Day
◇ Christmas Eve (four hours)	December 24
◇ Christmas Day	December 25

The employee will also be granted four additional holidays to be taken at a time mutually agreeable to the employee and the Fire Chief.

If a scheduled holiday falls on a regularly scheduled day off the employee will take the days off the day proceeding or day succeeding the holiday. Floating holidays will be prorated upon hiring and termination at the rate of one holiday for each three-month period worked.

- 4.4 Nothing in this MOU is construed to change the manner in which holidays or vacations are scheduled.
- 4.5 It is mutually agreed that two represented employees per shift will be allowed to schedule vacations or holiday time. Leave for sickness, injury, or leave for school shall not effect this time off.

ARTICLE V - SICK LEAVE

- 5.1 Shift employees will accumulate sick leave with pay at the rate of 5.54 hours per pay period. Employees working a 40-hour week will earn 3.69 hours per pay period.
- 5.2 Sick leave may be accumulated up to an unlimited amount.
- 5.3 One working day is defined as 12 work hours (1 duty day) for all UFL personnel working on a shift schedule.
- 5.4 Absence to care for a member of an employee's immediate family is authorization to use up to 72 hours of accumulated sick leave. Generally no more than 120 hours of family sick leave will be approved in one calendar year.
- 5.5 All employees hired after the effective date of this contract will accumulate sick leave at the rate of 4.62 hours per pay period for those working a shift schedule and 3.08 hours per pay period for those working a 40 hour week.

ARTICLE VI - SICK LEAVE CONVERSION

- 6.1 For all unused sick leave, a represented employee with ten years of employment with the City shall be eligible to receive medical, dental and vision insurance coverage upon retirement (but not upon resignation, transfer or termination) on the following basis:

After 10 years of employment by the City, the number of hours of unused sick leave shall be reduced by 16 2/3%. The remaining balance shall be converted into an equivalent number of days. (NOTE: A day is equivalent to 12 hours for employees on a 56-hour week schedule and 8 hours for an employee on a 40-hour week schedule). The number of days shall be multiplied by the then current monthly premium being paid for the employee and

if applicable his dependents. 50% of that dollar value will be placed into a "bank" to be used for medical, dental and vision insurance premiums for the employee and dependent. For each year that an employee has been employed in excess of 10 years, 2 1/2% will be added to the 50% before valuing the unused sick leave.

For example:

Robert Smith retires with 20 years service and 1800 hours of unused sick leave. Monthly medical insurance premiums are \$356.15 for him and his wife.

$$\begin{aligned} 1800 - (1800 \times 16 \frac{2}{3}) &= 1500 \text{ hours} \\ 1500 \div 12 &= 125 \text{ days} \times 75\% = 93.75 \\ 93.75 \times \$356.15 &= \$33,389.06 \end{aligned}$$

This amount will be reduced each month by the current premium(s) for the employee and dependent until the balance is gone. In the event the retiree dies the remaining bank will be reduced by 50% and the survivor may use the bank until the balance is gone.

- 6.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving dependents have an interest in one-half the value of the bank as calculated in Section 6.1.
- 6.3 Represented employees who retire on a service retirement and are eligible to convert accrued, unused sick leave into City paid insurance upon retirement shall be given the option of purchasing, at the retiree's cost, additional insurance for a period of time equal to the period of time for which they received City paid insurance upon retirement.
- Said employee option shall be exercised upon expiration of the City paid coverage.
- 6.4 In accordance with the sick leave conversion provision outlined in this MOU, a surviving spouse of either an active or retired member may be continued on the medical insurance plan and/or dependent coverage at the appropriate premium for the same period as if the employee had not died.
- 6.5 An employee eligible for the sick leave conversion program defined in Section 6.1 may choose instead to receive a cash settlement for all or part of unused sick leave at the rate of \$.30 on the dollar. Under this provision, the employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current pay rate.
- 6.6 Out of area retirees may receive reimbursement for insurance premiums up to the City's liability as specified in Section 6.1.
- 6.7 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after the effective date of the MOU. Reporting of unused sick leave shall be pursuant to PERS regulations on said issue. If an eligible employee opts to utilize the provisions of Section 6.1 the City will report to PERS they have zero (0) hours of unused sick leave.

ARTICLE VII - LEAVES OF ABSENCE

7.1 LEAVES OF ABSENCE

The City and UFL mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Leave of Absence policy in the City of Lodi Administrative Policy Manual.

7.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

7.3 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits. However, if the leave is for medical reasons the medical insurance will be carried for three months at the City's expense. Other health benefits may be continued at the employee's expense.

7.4 MATERNITY LEAVE

Fire Fighters who are working are entitled to use any accrued leaves for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.

7.5 Fire Fighters are entitled to leave without pay or other benefits for up to four months from the date of disability for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician.

7.6 In the event a physician confirms pregnancy, the affected Fire Fighter shall be removed from suppression duty and be placed in an appropriate assignment without prejudice.

7.7 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the leave commenced. A physician's release must be provided prior to an employee's return to work.

7.8 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to the City of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

ARTICLE VIII - MEDICAL INSURANCE

- 8.1 The City shall offer the Foundation Health Plan, known as Summit V. The pharmaceutical plan shall be the same as other City employees currently have which has a \$10.00 co-payment. If the Summit V plan is eliminated, the parties shall meet and confer on a replacement, provided that the rate of the City's contribution shall not be diminished.
- 8.2 The City shall provide chiropractic reimbursement to a maximum benefit of 80% of \$750 of charges per fiscal year (July 1 to June 30) per person.
- 8.3 The City shall pay the full costs of premiums for the employee and dependent(s) during the life of this agreement.
- 8.4 An employee who is otherwise covered by a medical plan and chooses not to utilize the full extent of medical coverage available to him or her and, as applicable, to his or her dependent(s) may opt to receive fifty (50) percent of the monthly medical premium that otherwise would apply; provided however, that (a) such election shall only be available to the extent allowed by the City's insurer, and (b) this shall not be construed to allow individuals without dependents to receive any portion of the dependent premium.

ARTICLE IX - VISION CARE

- 9.1 The City will provide and pay for a vision care plan underwritten by VSP. The plan shall have a \$25.00 deductible, will provide annual examinations and lenses. Frames are available every two years.

ARTICLE X - DENTAL INSURANCE

- 10.1 The City agrees to pay the following amounts for dental insurance:

Employee	\$17.65
Dependents	\$31.02
Total	\$48.67

The City shall pay the increased cost of such premiums for the life of the agreement.

ARTICLE XI - WORKERS' COMPENSATION

- 11.1 In the event that a member of the UFL is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his duties, he shall become entitled, regardless of his period of service with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, which would be payable under this chapter, for the period of such disability but not exceeding one year, or until such earlier date as he is retired on permanent disability pension. (State of California Labor Code, Article 7, Section 4850.)

- 11.2 The City agrees to implement Article 4850.3 of the Labor Code which provides for advance disability payments prior to receipt of disability retirement allowance to the member.

ARTICLE XII - JURY DUTY

- 12.1 All full-time regular employees are granted jury duty leave with pay. Any employee who is summoned to attend any court during the time regularly required for his employment for the purpose of jury service shall be entitled, while so engaged and actually serving, to his regular compensation in addition to any jury duty compensation.
- 12.2 No employee will be granted jury duty leave with pay in which such employee will be testifying in behalf of oneself or as a witness in a court of law.
- 12.3 An employee serving on jury duty, who is not required to be in attendance at such jury duty for more than one half of the employee's normal working day is expected to return to his regular work assignment for the balance of the day. An employee seated on a jury will not be scheduled for regular work during the twelve hours preceding the scheduled time for jury duty.
- 12.4 If an employee covered by this Agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty, the City agrees to compensate that employee at one and one-half time his/her regular rate of pay, for the time spent in any appearance as required by this Article. The employee shall demand a witness fee and shall reimburse same to the City. As a prerequisite for payment to off-duty employees, the Fire Chief or his designee must be notified in writing of the off-duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance. The employee shall demand a witness fee and shall reimburse the same to the City.

ARTICLE XIII - UNIFORM ALLOWANCE

- 13.1 The City will, on a one-time basis, provide each present and future employee with three uniform shirts and three pairs of uniform pants of a flame retardant fabric (NOMEX). After this initial issue the maintenance and replacement of the uniform is the employee's responsibility.
- 13.2 The uniform allowance shall be \$450 per year, paid quarterly, as part of the last bi-weekly paycheck in the months of March, June, September, and December.

ARTICLE XIV - RETIREMENT PLAN

14.1 The City shall provide the PERS retirement program commonly known as the "2% at 50 program". Said program shall include the following additional benefits:

- 1959 Survivor benefits - third tier
- Single Highest Year
- Sick Leave Conversion

14.2 The City shall pay into each employee's PERS account 9.0%.

ARTICLE XV - TUITION REIMBURSEMENT

15.1 The UFL concurs with the City policy providing for tuition reimbursement at an amount not to exceed \$300.00 per fiscal year. Such eligible courses are to be taken on the employee's own time.

ARTICLE XVI - EDUCATION INCENTIVE

16.1 An incentive program will be established with the major purpose being to encourage and reward members of the UFL to broaden their on-the-job experience with academic training in the fields of science, management and administration.

16.2 Employees who meet the following criteria are eligible for education incentive pay.

- A. Employees holding an Associate of Arts will receive \$25.00 per month if the:
 - 1. AA is in Fire Science or related field or;
 - 2. AA is in a non-related field with a Fire Science Certificate from an accredited institution or;
 - 3. The employee possesses an AA degree and is actively pursuing a baccalaureate degree.
- B. Employees possessing a BA or BS degree will receive an additional \$25.00 per month. If an employee possesses a BA degree, it is assumed that an AA is also possessed. There will be a requirement for 12 units of "Management" or "Administration" courses to be eligible for this incentive.
- C. The following increments will be added to the Education Incentive Program. It is agreed that the following amounts will be paid if the individual has completed the necessary course work.

◇ EMT-----	\$50.00 per month
◇ Certified Fire Officer-----	\$50.00 per month
◇ Certified Chief Officer-----	\$50.00 per month
◇ Certified Fire Investigator-----	\$12.50 per month

◊ Certified Fire Instructor-----	\$25.00 per month
◊ Certified Fire Prevention Officer-----	\$25.00 per month
◊ Certified Public Education Officer----	\$12.50 per month
◊ Certified Fire Chief-----	\$25.00 per month

The maximum amount to be paid under this program is \$175.00 per month.

- 16.3 In addition to the amounts specified in Section 16.2 an additional \$25.00 per month may be paid if the employee possess a Hazardous Materials Specialist/Technician certificate.
- 16.4 Persons possessing the aforementioned requirements will not receive the incentive pay until such time as evidence of completion is produced. If they do possess the requirements on that date, but do not have evidence of completion, pay will be made retroactively.
- 16.5 Further, to retain education incentive pay, the employee must possess 12 units of "Management" or "Administration" courses. If they do not possess these units, they must enroll, and remain continuously enrolled, in courses to achieve the 12 unit requirement. Failure to do so will result in loss of incentive pay.

ARTICLE XVII - OVERTIME

- 17.1 All hours worked in addition to the regularly scheduled shifts shall be paid at the rate of one and one-half times the then hourly rate of the employee.
- 17.2 The employee, at his/her option, may be paid in cash or may accumulate time off up to a maximum of 144 hours. The employee must make his/her option at the time overtime is worked. If no option is made the compensation shall be made in cash. All overtime earned, as a result of the Fair Labor Standards Act setting the work week for fire fighters at less than 56 hours per week, shall be paid in cash.
- 17.3 A represented employee may be reimbursed for the value of his time bank upon 10 days notice to the Finance Department. Employees who have received "temporary promotions" may not cash out their previously accrued compensation time at the higher rate of pay.
- 17.4 Early call in or shift holdovers will be compensated at the time and one-half rate.
- 17.5 Employees called to work outside their regular hours shall be paid at the rate of time and one-half the hourly rate for hours actually worked with a minimum guarantee of three (3) hours for each call back.
- 17.6 For purposes of determining overtime for Fair Labor Standards Act purposes, the work period shall be 27 days beginning 8:00 a.m. April 15, 1986.
- 17.7 If a represented employee is called upon to perform the duties of a position exempt from the Fair Labor Standards Act, all provisions of this Article will prevail.
- 17.8 All accumulated overtime over 144 hours now on the books shall be paid in cash at the rate in effect before ratification.

ARTICLE XVIII - CITY RIGHTS

- 18.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include, but are not limited to, the exclusive rights:
- ◇ to determine the mission of its constituent departments, commissions and boards;
 - ◇ to set standards of service;
 - ◇ to determine the procedures and standards of selection for employment;
 - ◇ to direct its employees;
 - ◇ to maintain the efficiency of governmental operations;
 - ◇ to determine the methods, means and personnel by which government operations are to be conducted;
 - ◇ to take all necessary actions to carry out its mission in emergencies; and
 - ◇ to exercise complete control and discretion and the technology of performing its work.
- 18.2 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 paragraph does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XIX - CONCERTED ACTIVITIES

- 19.1 Represented employees agree that they will not strike, withhold services, engage in "slow downs" or "sick ins" or participate in any other form of concerted activity which is intended to or which does adversely affect job performance or rendering of City services.

ARTICLE XX - SEVERABILITY

- 20.1 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.

ARTICLE XXI - TERM

- 21.1 This MOU covers the period from the date of execution through June 30, 1997.

ARTICLE XXII - SALARY

- 22.1 Subject to the terms of a side letter between the parties executed simultaneously with this agreement, represented employees shall receive a general salary increase of 4.0% upon execution of this agreement.
- 22.2 Effective beginning the pay period following July 1, 1996, represented employees shall receive a general salary increase of 3.5%.

ARTICLE XXIII - COMPLETE AGREEMENT

- 23.1 The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the MOU. Any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

ARTICLE XXIV - PROBATION

- 24.1 During probationary period, twelve (12) months, the new hire or promotional employee shall be entitled to sick leave benefits. Upon completion of probation, employees are eligible for merit increases.
- 24.2 Employees on initial probation may not utilize vacation accruals.

ARTICLE XXV - LAYOFF PROCEDURE

- 25.1 It is mutually agreed by both parties that the layoff procedure, incorporated in the Policy and Procedure manual, dated May 1, 1995 is included in this MOU by reference and it is further agreed that both parties interpret it to mean that time served in a higher level will be counted at a lower level for purposes of determining order of layoff.

ARTICLE XXVI - ALCOHOL, SMOKING AND DRUGS

- 26.1 No member of the Fire Department hired after October 1, 1987 may at any time use any form of tobacco. This prohibition is considered a condition of employment.
- 26.2 No employee of the Fire Department shall report to work under the influence of alcohol or use alcohol during the scheduled work day.
- 26.3 When a determination by a competent jurisdiction has been made regarding on the job drug testing, the UFL will assist the City in developing such a program.
- 26.4 If a member of the Fire Department has a drug, tobacco or alcohol problem or dependence, the City will pay the difference between the employee's insurance and the cost of an appropriate rehabilitation program.
- 26.5 Regulations for smoking and the use of tobacco for the Lodi Fire Department shall be as follows:

ALL FIRE STATIONS - There shall be no smoking or use of tobacco products inside fire stations or city buildings.

FIRE DEPARTMENT APPARATUS AND VEHICLES - Smoking and the use of tobacco products SHALL NOT be allowed in any Lodi Fire Department apparatus or vehicle.

TRAINING - Smoking and use of tobacco SHALL NOT be allowed during ANY training exercise except for break periods in approved areas.

ARTICLE XXVII - ABOVE CLASS PAY

- 27.1 All employees in this bargaining unit who are required to work in a higher class shall be paid an additional 5% of the employee's salary for all hours over 72 consecutive hours.

ARTICLE XXVIII - 56-HOUR WORK WEEK

- 28.1 The work schedule of Firefighters will be a work schedule of "56 hours per week" with three on-duty shifts in nine 24-hour periods. For purposes of the FLSA, it is mutually understood the City has declared a 27 day work cycle.
- 28.2 With regard to the "56-hour work week", it was mutually agreed by the City and the UFL that on a previous occasion, 56 hours of salary was withheld for purposes of converting to a bi-weekly payroll and that the appropriate figure is 40 hours of salary since the period of time between the end of the pay period and the actual date of pay is only 5 days.
- 28.3 The City therefore agreed to pay each employee 16 hours pay to compensate for this discrepancy. Upon termination, each employee will be paid 8 hours pay for each calendar day on the payroll during the pay period.

- 28.4 Furthermore, it was agreed that computation for pay purposes for all UFL employees working a "56-hour work week" will be paid on the basis of 8 hours per calendar day on the payroll.
- 28.5 It is agreed that the work schedule of the Fire Inspector is a 40-hour week and that all holiday, vacation, and sick leave benefits are based on a 40-hour week rather than a 56-hour week.
- 28.6 In order to convert the hours for employees that move from a 40 hour work week to a 56 hour work week the following formulas will be applied:
- For conversion of Vacation, Holiday and Comp Time
 From 40 to 56 hours.....Multiply by 1.4
 From 56 to 40 hours.....Multiply by .714286
- For conversion of Sick Leave
 From 40 to 56 hours.....Multiply by 1.5
 From 56 to 40 hours.....Multiply by .666667

ARTICLE XXIX - PHYSICAL FITNESS

- 29.1 It is agreed that the physical fitness program will be continued and will meet the following goals:
1. Provide a complete physical examination on an annual basis. These examinations to be performed by professional medical staff contracted for by the City.
 2. Provide a fitness assessment which will evaluate each individual employee's fitness as compared to the YMCA normative scores which are defined as:

"a percentage based on fitness evaluations performed by the YMCA and are categorized according to age group and sex."

 The fitness assessments will be performed by professional assessors contracted for by the City.
 3. Provide an individual program of exercise based on age, sex and present physical condition.
 4. Provide attainable goals for each individual which would be measurable through the fitness assessment provided.
 5. Provide for in-house exercise activities.
 6. Provide an exercise program which will improve cardiovascular conditioning, body fat composition, flexibility, grip strength, abdominal strength, low back strength, chest (arm) strength, back strength, quadriceps and hamstring strength.
- It is further agreed that:
1. The program will be mandatory for all employees in the bargaining unit.

2. The program will be scheduled as a high priority item and work out times will normally be available between 0800 and 1700 hours excluding lunch period and breaks. The City will provide adequate equipment to carry out the intent of the program.
3. The equipment used for this program is not to be used by anyone other than City of Lodi Fire personnel.
4. Confidentiality of records will be maintained for the protection of the employees.

ARTICLE XXX - SHIFT TRADES

- 30.1 It is mutually agreed that each employee may trade shifts.
- Employees on initial probation shall not be entitled to participate in a shift trade except that a shift trade may be permitted for job related educational purposes.
- 30.2 It is expressly understood that shift trades are requested by employees on a voluntary basis and are granted exclusively for employee convenience.
- 30.3 Any member of the bargaining unit who agrees to a shift trade, but fails to report to work the agreed shift without a valid excuse may be subject to disciplinary action. An employee who agrees to exchange time with another employee and who then fails to report to work the agreed time because of illness, or who reports, but leaves early due to illness, may be required to provide a doctors note to verify the illness.
- 30.4 If the City incurs any costs of expenses as a result of the shift trade, all said costs will be deducted from the annual leave account of the employee who fails to work without a valid excuse as reasonably determined by management. For instance: If an employee agrees to a shift trade and fails to report without a valid excuse and the city is required to bring some other person in on overtime the full costs of that overtime will be deducted from the persons vacation leave balance.

ARTICLE XXXI - SAFETY COMMITTEE

- 31.1 A six-member Joint Safety Committee will be formed to include three members of the UFL. This committee will be charged with reviewing and making proposed solutions to items relating to safety standards, equipment, procedures, clothing and other safety related matters.

ARTICLE XXXII - HAZARDOUS MATERIALS HANDLING TEAM

- 32.1 It is the intent of the City to establish a two-man Hazardous Material Handling Team on each shift. When these teams are established the members serving on that team will receive a 2.5% salary increase for as long as they are members of that team.

- 32.2 Assignment to the teams will be on a voluntary basis. Persons volunteering must possess the Hazardous Material Specialist Certificate and be willing to serve in this capacity at least two (2) years.
- 32.3 It is mutually agreed the assignment to this duty is at the sole discretion of the City of Lodi. No person has any property rights to such assignments and waives any appeals for assignment, reassignment or transfer from these assignments.

ARTICLE - XXXIII - FLEXIBLE STAFFING

- 33.1 For all employees hired prior to the effective date of this contract there will be no budgetary barriers to an employee promoting to Fire Engineer. Upon successful completion of all the education, performance and longevity requirements the employee shall be promoted to Fire Engineer. When new employees are hired it shall be at the Firefighter I level. Upon completion of probation the employee shall be promoted to Firefighter II.
- 33.2 All incumbents in the Firefighter I and II and Fire Engineer positions may be used interchangeably, with the exception of the following named persons. When on their assigned shifts they shall be assigned as a driver.

Gail	Mackey	Starr	Lodi
Lawson	Morrison	Wichman	

ARTICLE XXXIV - MISCELLANEOUS

- 34.1 The City shall include members of the UFL in the City's flexible spending account program, which allows employees to pay for unreimbursed medical costs, insurance premiums, and dependent care costs to be paid with pretax dollars.
- 34.2 Individual bargaining unit members may voluntarily donate from their accrued vacation leave, sick leave, holiday leave or compensatory time off to a catastrophe bank. This bank is available for all unit members who by reason of illness or non-industrial injury exhaust all employee benefits. The following criteria apply to this bank:
- The receiving employee must have used all available leave balances.
 - The receiving employee must have sustained an illness or accident that will preclude him/her from returning for work for 30 consecutive days after the utilization of leave balances.
 - All donations are irrevocable.
 - Hours donated will be converted into cash equivalents and then transferred to the receiving employee.
- 34.3 No private vehicles will be allowed on the apparatus room floor.

END
XXXXXX

Memorandum of Understanding
City of Lodi and United Firefighters of Lodi
1995 - 1997

Gary Messing, Chief Negotiator

Date: _____

Jeffery Sloan, Chief Negotiator

Date: _____

William J. Broderick, Fire Engineer

Date: _____

Joanne M. Narloch, Human Resources
Director

Date: _____

George Juelch, Fire Engineer

Date: _____

Hank Howard, Fire Chief

Date: _____

Keneth Oliver, Fire Engineer

Date: _____

Steve Raddigan, Fire Division Chief

Date: _____

Richard Newman, Fire Engineer

Date: _____

Charles Starr, Fire Engineer

Date: _____

Joseph Hansen, Fire Engineer

Date: _____

SIDE LETTER RE DAILY ROUTINE
BETWEEN
THE CITY OF LODI AND THE UNITED FIREFIGHTERS OF LODI

The parties agree that:

1. Members of the bargaining unit will report to work in uniform ready to work at the appointed hour (8:00 a.m.).
2. 8:00 - 8:15 a.m. - Briefing.
3. 8:15 - 9:00 a.m. - Apparatus, radio, equipment check.
4. 9:00 - 10:00 a.m. - Change into physical fitness clothing, work out, cool down, shower and break.
5. The one and one-half hour lunch may be shortened to one hour when multi-fire agency training occurs.
6. The above daily routine shall be maintained during the term of the MOU between the parties (December 6, 1995 through June 30, 1997) provided however that the parties will, within 90 days of ratification of the MOU, meet to discuss ways to make the daily routine more efficient and responsive to department and public needs.

On a non precedential basis, this side letter is subject to the grievance procedure as stated in the MOU.

Dated: _____

Dated: _____

Joanne M. Narloch
City of Lodi

United Firefighters of Lodi

Memorandum of Understanding
City of Lodi and United Firefighters of Lodi
1995 - 1997

Gary Messing, Chief Negotiator

Date: _____

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Date: _____

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Date: _____

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Director

Date: _____

George Juelch, Fire Engineer

Date: _____

Hank Howard, Fire Chief

Date: _____

Keneth Oliver, Fire Engineer

Date: _____

Steve Raddigan, Fire Division Chief

Date: _____

Richard Newman, Fire Engineer

Date: _____

Charles Starr, Fire Engineer

Date: _____

SIDE LETTER - GRIEVANCE PROCEDURE
BETWEEN
THE CITY OF LODI AND THE UNITED FIREFIGHTERS OF LODI

The City of Lodi and United Firefighters of Lodi acknowledge that there is a dispute regarding the meaning and interpretation of section II.3H of the MOU between the parties. The Union believes that under this language, any member(s) of the bargaining unit may be allowed to attend the hearing on his or her own time, subject to sequestration of witnesses. The City believes that attendance should be limited to each parties representative/advocate and the representative of the "client," unless the parties otherwise agree on a case by case basis.

The parties agree that if this dispute remains at such time as the parties determine to arbitrate a grievance, they will request the arbitrator to resolve the dispute as a preliminary issue.

Dated: _____

Dated: _____

Joanne M. Narloch
City of Lodi

United Firefighters of Lodi

SIDE LETTER RE ARTICLE XVIII, CITY RIGHTS
BETWEEN
THE CITY OF LODI AND THE UNITED FIREFIGHTERS OF LODI

The parties acknowledge that :

1. The fact that the current language regarding City rights differs from language previously proposed during negotiations is not to be construed against the City. The specific reference in this side letter to specific areas in which the City has the right and discretion to act does not prejudice the City's view that it has the discretion and managerial prerogative to act in areas not mentioned herein. However to the extent that the City may desire to contract out work covered by this MOU during the term hereof, it shall meet and confer, in advance, over such subject to the extent required by law.

2. The City presently has the right and discretion to, among other things, transfer employees from location to location from time to time, determine the need for overtime work subject only to the contrary provisions of the MOU, and evaluate employees.

Dated: _____

Dated: _____

Joanne M. Narloch
City of Lodi

United Firefighters of Lodi

SIDE LETTER RE ADMINISTRATIVE POLICY & PROCEDURE MANUAL
BETWEEN
THE CITY OF LODI AND THE UNITED FIREFIGHTERS OF LODI

Commencing as soon as possible upon execution of the MOU, the parties will meet to evaluate the Administrative Policy & Procedure Manual. The parties will reach agreement on its contents within 120 days of commencement. No provisions of the Administrative Policy & Procedure Manual shall be contrary to the MOU or Rules for Personnel Administration.

Dated: _____

Dated: _____

Joanne M. Narloch
City of Lodi

United Firefighters of Lodi

SIDE LETTER RE RULES FOR PERSONNEL ADMINISTRATION
BETWEEN
THE CITY OF LODI AND THE UNITED FIREFIGHTERS OF LODI

The Rules for Personnel Administration shall be applicable to the firefighters bargaining unit, with the exception of the attached changes (2 pages), which comprise amendments to those rules in respect to the fire fighters bargaining unit.

There will be no changes to the Rules for Personnel Administration during the term of this agreement.

Dated: _____

Dated: _____

Joanne M. Narloch
City of Lodi

United Firefighters of Lodi

SIDE LETTER RE RETROACTIVE WAGE INCREASE
BETWEEN
THE CITY OF LODI AND THE UNITED FIREFIGHTERS OF LODI

Retroactivity, by its very nature, can only be conferred through a lump sum payment. The City will provide a payment equivalent to a four (4.0%) percent increase in base pay from the beginning of the first full pay period after September 1 to November 30, 1995.

The increase shall not confer any additional financial obligations on the City in respect to overtime, premiums or any other matter related to wages or benefits. It will be taken into account for retirement purposes only to the extent strictly required by law.

If the contract is not ratified by the UFL on or before November 30, 1995 the parties stipulate that this aspect of the parties' agreement shall be null and void, and that the City will not and is not legally required to confer retroactivity as defined herein or in any other manner.

The conferral of retroactivity does not set precedent for future negotiations.

Dated: _____

Dated: _____

Joanne M. Narloch
City of Lodi

United Firefighters of Lodi

TITLE	OCC	RATE	A	B	C	D	E
Current							
Fire Captain	177		3,044.00	3,196.21	3,356.00	3,523.81	3,700.01
Fire Engineer	183		2,629.53	2,761.00	2,899.04	3,044.00	3,196.21
Fire Engineer -80 hours	182		2,629.53	2,761.00	2,899.04	3,044.00	3,196.21
Fire Fighter I	185		2,163.32	2,271.48	2,385.06	2,504.32	2,629.53
Fire Fighter I - 112 hours	184		2,163.32	2,271.48	2,385.06	2,504.32	2,629.53
Fire Fighter II	186		2,385.06	2,504.32	2,629.53	2,761.00	2,899.04
Fire Inspector	187		2,761.00	2,899.04	3,044.00	3,196.21	3,356.00

Fire Captain	177	4.00%	3,165.76	3,324.06	3,490.24	3,664.76	3,848.01
Fire Engineer	183	4.00%	2,734.71	2,871.44	3,015.00	3,165.76	3,324.06
Fire Engineer -80 hours	182	4.00%	2,734.71	2,871.44	3,015.00	3,165.76	3,324.06
Fire Fighter I	185	4.00%	2,249.85	2,362.34	2,480.46	2,604.49	2,734.71
Fire Fighter I - 112 hours	184	4.00%	2,249.85	2,362.34	2,480.46	2,604.49	2,734.71
Fire Fighter II	186	4.00%	2,480.46	2,604.49	2,734.71	2,871.44	3,015.00
Fire Inspector	187	4.00%	2,871.44	3,015.00	3,165.76	3,324.06	3,490.24

Fire Captain	177	3.50%	3,276.56	3,440.40	3,612.40	3,793.03	3,982.69
Fire Engineer	183	3.50%	2,830.43	2,971.94	3,120.53	3,276.56	3,440.40
Fire Engineer -80 hours	182	3.50%	2,830.43	2,971.94	3,120.53	3,276.56	3,440.40
Fire Fighter I	185	3.50%	2,328.60	2,445.02	2,567.28	2,695.65	2,830.43
Fire Fighter I - 112 hours	184	3.50%	2,328.60	2,445.02	2,567.28	2,695.65	2,830.43
Fire Fighter II	186	3.50%	2,567.28	2,695.65	2,830.43	2,971.94	3,120.53
Fire Inspector	187	3.50%	2,971.94	3,120.53	3,276.56	3,440.40	3,612.40

RECEIVED
OCT 31 1995
CITY OF LODI PERSONNEL DEPARTMENT

RULES FOR PERSONNEL ADMINISTRATION

APRIL 28, 1995

Section 1.01

Add: The Purpose of these rules is to:

1. Facilitate effective and efficient services to the public by providing for a comprehensive system of personnel management for the City and its employees.

2. To ensure fair treatment of applicants and employees without regard to political affiliation, disability, race, color, national origin, sex or religious creed.

C. Move to 3.08 as follows: Employees shall be notified of proposed changes to these Rules thirty (30) days prior to submittal to the City Council by written notice to each department and posted on the City Hall Bulletin Board. Each bargaining unit will also receive written notification.

D. Delete

Section 3.08 (Becomes 3.09) insert "City" before "administrative regulation" in last sentence.

Section 3.10 (Becomes 3.11) change "shall" to "may".

Section 6.01A. Delete

Section 8.07 Modify to: Answer keys for written tests will be available for review by applicants for 10 working days from the date of notification of test results.

Section 8.13 insert "for open examinations" after "applicant group"

Section 9.08A Add "Any employee who voluntarily leaves city employment..." delete "separated employee"

Section 9.10C Change to "Failure to pass preemployment examinations"

Add new condition "J": "engaging in dishonest conduct that is specifically prohibited during the testing process including the use of notes, copying information, communicating with other applicants during the testing process," and "copying and/or retaining examination questions or transmitting them in any form to any other person"

Section 10.07 delete "help" from all

10.11 - add Section on "Dual Appointments" - When a position is vacant due to an extended leave of absence, the City Manager may appoint another employee to the same position from an appropriate eligible list.

Section 11.01 add: a probationary employee serves at-will and is subject to release with or without cause... A probationary employee does not have any right of appeal if released without cause, during the probationary period, unless otherwise provided by law.

Section 11.04A delete

Section 13.02 "I" - remove clause "or participating...work performance."

SIDE LETTER PROPOSALS

4.13 c The layoff procedure will apply to any employee affected by a reclassification action

8.04 Examinations will be conducted on a promotional basis for the classifications of Fire Inspector and Fire Captain provided there are at least 5 current employees who have applied for a position who meet the minimum qualifications of the job applied for at the time of the recruitment.

9.01 Eligible lists for all promotional examinations for positions represented by the UFL shall be ranked.

9.02 Eligible lists for promotional examinations for positions represented by the UFL shall be effective for a period of two years unless exhausted earlier.

END

XXXXXXXXXXXXXXXXXXXX