

P-85

CITY COUNCIL MEETING  
JANUARY 15, 1986

LABOR NEGOTIATIONS  
WITH UNITED  
FIREFIGHTERS OF LODI

RES. NO. 86-10  
RES. NO. 86-11

cc 34

Council was informed that the City has concluded negotiations with the United Firefighters of Lodi. The results of these negotiations were presented for Council's review and Council took the following actions pertaining to the matter:

- a) By motion action received for filing Memorandum of Understanding with the Firefighters Unit.
- b) Adopted Resolution No. 86-10 adopting salary adjustments for representatives of the Firefighters Unit effective October 7, 1985 and December 30, 1985.
- c) Adopted Resolution No. 86-11 authorizing the City to pay up to the following amounts for medical insurance for represented employees of the Fire Unit:

Employee only, \$90.03 per month

Employee and dependent, \$199.30 per month

## COUNCIL COMMUNICATION

TO THE CITY COUNCIL FROM THE CITY MANAGER'S OFFICE	DATE January 8, 1986	NO.
SUBJECT LABOR NEGOTIATIONS WITH UNITED FIREFIGHTERS OF LODI		

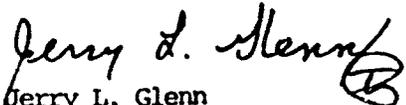
RECOMMENDED ACTION: We respectfully ask Council to take the following actions:

- 1) By motion action, receive and file the Memorandum of Understanding.
- 2) By Resolution, adopt the salaries shown in the attached schedules effective October 7, 1985 and December 30, 1985.
- 3) By Resolution, authorize the City to pay up to the following amounts for medical insurance for represented employees of the Fire Unit:

Employee only	\$ 83.30 per month
Employee and dependent	\$199.30 per month

BACKGROUND INFORMATION: We have concluded negotiations with the United Firefighters of Lodi. The results of these negotiations are as set forth in the attached letter to Bob Roberts, Employee Representative for the United Firefighters of Lodi.

Respectfully submitted,

  
Jerry L. Glenn  
Assistant City Manager

JLG/lh

CITY COUNCIL

DAVID M. HINCHMAN, Mayor  
FRED M. REID  
Mayor Pro Tempore  
EVELYN M. OLSON  
JAMES W. PINKERTON, Jr.  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
CALL BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
RONALD M. STEIN  
City Attorney

January 7, 1986

Mr. Bob Roberts  
Employee Representative  
United Firefighters of Lodi  
3960 Canyon Way  
Martinez, CA 94553

Re: Agreement with United Firefighters of Lodi

Dear Bob:

The following items comprise the items of the agreement reached on December 31, 1985 with the United Firefighters of Lodi:

1. Adopt a Comprehensive MOU
2. Maintenance of Membership Provision
3. Grievance Procedure

Modify grievance procedure with final step being a hearing before the Personnel Board of Review and its findings are binding on both parties.

4. Health Benefits

#### MEDICAL

Modify the medical insurance benefits effective December 1, 1985 as follows:

- a. eliminate the \$500 first dollar coverage in the hospital
- b. additional \$100 deductible for hospitalization
- c. stop loss increased to \$10,000
- d. lifetime maximum increased to \$500,000
- e. waiver of deductibles for accidents
- f. pre-authorization for non-emergency hospital stay

Plan II of the Foundation Health Plan is made available for all employees at their option.

The City will pay up to \$83.30 for an employee and \$199.30 for medical insurance premiums for the employee and dependents.

#### VISION CARE

Effective January 1, 1987 the City will make available to all represented employees a vision plan similar to the VSP plan which includes an annual examination, lenses annually and frames every other year. This plan has a \$25 deductible.

#### MAINTENANCE OF BENEFITS

The City will maintain all benefits and pay all additional premiums during the life of this agreement. If benefits no longer are available both parties agree to come to the table to discuss and determine options.

#### 5. Vacations

Effective January 1, 1987 employees will earn vacation at the rate of 13.85 hours per pay period after completing 25 years of service with the City.

#### 6. Holidays

- a. Effective January 1, 1987, 12 additional hours of holiday to be credited to the employees account.
- b. Pay for unused holidays to be paid five (5) days after the conclusion of the pay period in which December 1 falls.

#### 7. Sick Leave Bank

Employees sick leave conversion credits will be reduced by 16.67% upon retirement. The present value of those credits will be available to purchase medical insurance for the employee and his dependent.

Upon use of this "bank" the employee may purchase insurance for a like amount of time at his expense.

#### 8. Educational Incentive

Changes in benefits as outlined on attached chart will be available January 1, 1987.

#### 9. Shift Trades

Shift trades up to 288 hours per man per year may be authorized.

10. Term

Term of this agreement will be through the pay period in which October 1, 1987 occurs.

11. Scheduled Leaves

It is mutually agreed that 2 people will be allowed to schedule vacation or holidays each day.

12. Layoff Procedure

Drop paragraph 26.1 (b) on page 19.

Span to be included for January 1, 1978 to December 31, 1985.

New spans will be based on period of eligibility lists.

13. Jury Duty

No scheduled work twelve hours prior to jury duty.

14. Safety Equipment and Physical Fitness Programs are to be submitted to committees for further study.

15. The Fire Inspector works a 40-hour work week and all benefits will be figured accordingly.

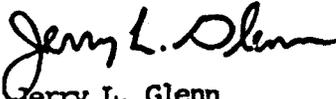
16. Salary

October 7, 1985 6.0 Percent (retroactive)

December 30, 1985 3.0 Percent (retroactive)

Pay period commencing after the pay period in which October 1, 1986 falls: 4.0 Percent plus 110% of any percent change in the CPI over 5.0 percent for the period August 1985 to August 1986 based on San Francisco average for urban wage earners and clerical workers.

Sincerely,

  
Jerry L. Glenn  
Assistant City Manager

JLG/lh

AA DEGREE - \$25.00  
BA DEGREE - \$50.00

\$125.00  
CERTIFIED FIRE CHIEF

3 CLASSES

\$150.00  
CERTIFIED CHIEF OFFICER

8 LEVEL II CLASSES

\$100.00  
CERTIFIED FIRE INVESTIGATOR II

4 LEVEL II CLASSES

\$25.00  
CERTIFIED FIRE INSTRUCTOR

5 LEVEL II CLASSES

\$25.00  
CERTIFIED FIRE PREVENTION OFFICER III

7 LEVEL II CLASSES

\$125.00  
CERTIFIED PUBLIC EDUCATION OFFICER III

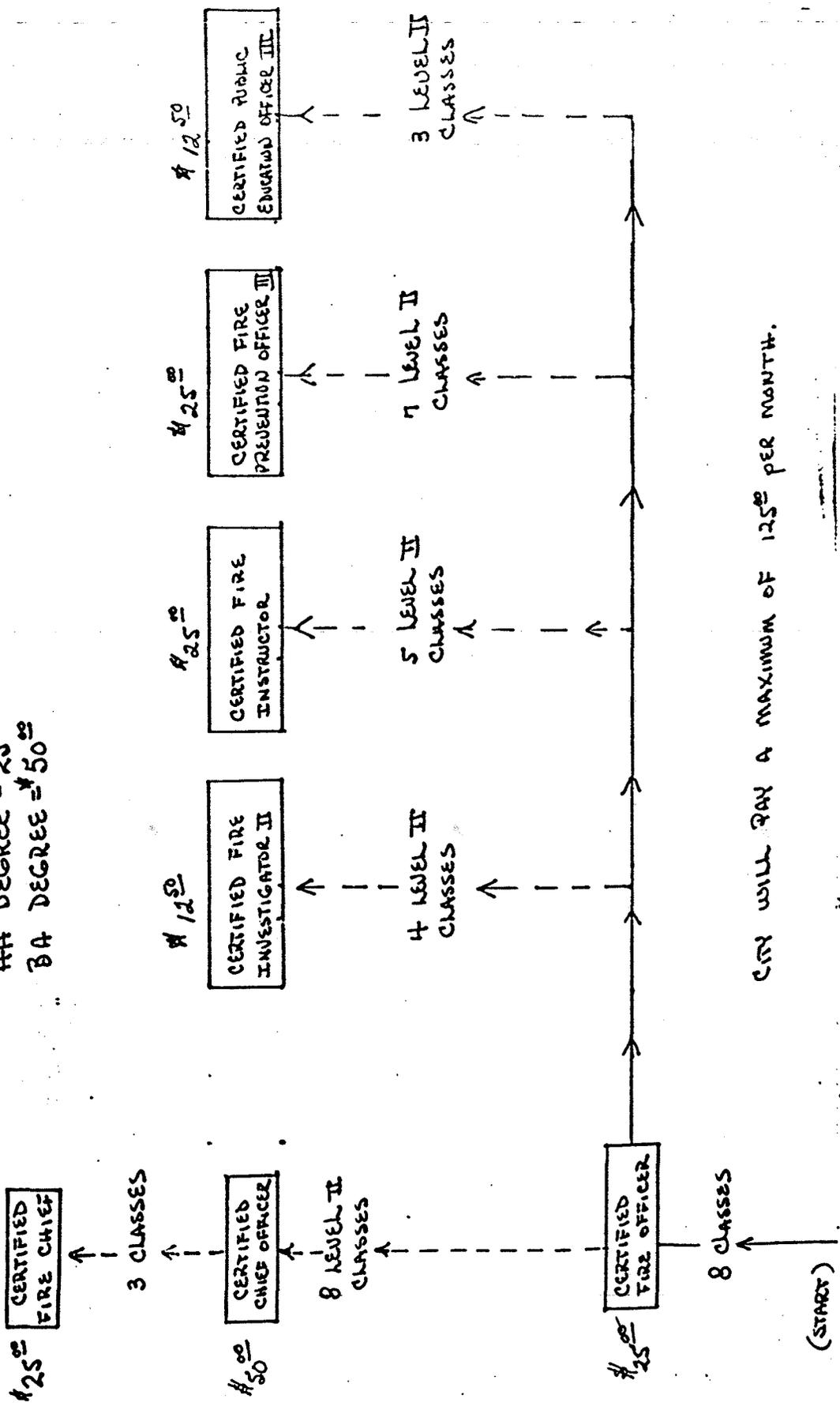
3 LEVEL II CLASSES

\$25.00  
CERTIFIED FIRE OFFICER

8 CLASSES

(START)

CITY WILL PAY A MAXIMUM OF 125 PER MONTH.



UNITED FIREFIGHTERS OF LODI 1985

ARTICLE I EMPLOYEE REPRESENTATION

1.1 This Memorandum of Understanding 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 "Fire Unit").

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum of Understanding 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 Memorandum. 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 Memorandum of Understanding are applicable to those employees in positions allocated to the Fire Unit of the City of Lodi, i.e., Firefighter, Fire Engineer, Fire Captain, Fire Inspector and Fire Shift Supervisor. It is mutually agreed that wages, hours

and other terms and conditions of employment of such employees shall be changed as hereinafter set forth and applicable ordinances and resolutions shall be presented to the City Council for action, and administrative rules and policies shall be modified accordingly.

The terms and conditions of this Memorandum shall continue in effect during the term of this Memorandum. The parties agree as follows:

1.2 The City and the Fire Unit mutually agree that the City shall grant dues deduction to City employees who are members of the Fire Unit 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 United Firefighters of Lodi 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 United Firefighters of Lodi shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence. (1970)

1.3 United Firefighters of Lodi will maintain exclusive representation rights during the term of this agreement. Every employee covered by this Memorandum of Understanding who is a

member of United Firefighters of Lodi ten (10) days after the signing of this Memorandum of Understanding shall as a condition of employment maintain his or her membership in good standing in accordance with the Constitution and Bylaws of the United Firefighters of Lodi during the term of this agreement.

## 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 Agreement, letters of understanding, and formal interpretations and clarifications executed by the UF of L and 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 the UF of L 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 UF of L, the City or the authorized

representatives. The employee is entitled to representation through all the steps in the procedure.

2.2 STEP ONE: Discussion between the employee and his immediate supervisor. If the immediate supervisor is unable to satisfactorily resolve the dispute or if the immediate supervisor is a party to the grievance, it shall be referred to the next supervisor in the chain of command who shall attempt to resolve the dispute. This action shall be taken within thirty (30) 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.

2.3 STEP TWO: If a grievance is not resolved in the initial step, the grievant shall, within five days, prepare a statement clearly indicating the questions raised by the grievance, and submit to the Fire Administrative Officer responsible for personnel, who shall answer in writing within fifteen work days.

2.4 STEP THREE: If a grievance is not resolved by the Administrative Officer the third step shall be a presentation of the grievance, in writing, to the Fire Chief, who shall answer, in writing within fifteen days of the receipt of the grievance. This filing to the Fire Chief shall be within fifteen work days of the answer from the Administrative Officer

2.5 STEP FOUR: If a grievance is not resolved in the Third Step, the Fourth Step shall be a presentation of the grievance in writing to the City Manager, who shall answer in writing within fifteen work days of the receipt of the grievance. The Fourth Step shall be taken within fifteen work days of the date of the answer in Step Three.

2.6 STEP FIVE: If a grievance is not resolved in the Fourth Step, the Fifth Step shall be referral by either party to the Personnel Board of Review. The Fifth Step shall be taken within fifteen work days of the answer to Step Four. Within 30 work days of the receipt of appeal, the Personnel Board of Review will hold a hearing which will be open to the public, unless a closed hearing is requested by the grievant. Within fifteen work days after the hearing, the Board shall submit a statement of findings and recommendations for settlement to the City Manager, the employee, and the UF of L. The actions of the Board shall be binding on both parties.

2.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 2.3, 2.4, 2.5 or 2.6 will result in forfeiture by the failing party. Except, however, the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of the MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

2.8 Each party involved in the grievance procedure shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties, the time limit for any step may be extended.

### ARTICLE III VACATION

3.1 From 0 through 5 years of continuous employment, vacation accrues at the rate of 5.54 hours per pay period.

3.2 From 6 through 15 years of continuous employment, vacation accrues at the rate of 8.31 hours per pay period.  
(1973)

3.3 At the completion of 15 years of continuous employment, vacation accrues at the rate of 11.08 hours per pay period.  
(1974)

3.4 Effective January 1, 1987 and at the completion of 25 years of continuous employment, vacation accrues at the rate of 13.85 hours per pay period. (1985)

3.5 One (1) working day is defined as twelve (12) work hours (1 duty day) for all Fire Department personnel working on a shift schedule. (APM)

#### ARTICLE IV HOLIDAYS

4.1 Employees in the Fire Unit shall earn 120 hours of holiday leave per year. Effective January 1, 1987 employees in the Fire Unit shall earn 132 hours of holiday leave per year. (1980 and 1985)

4.2 A shift employee may opt to schedule his holidays or to be compensated at the straight time rate for all hours of holiday leave. During the course of the year, an employee who opted to be paid for his holidays may at his request and at the sole discretion of the Fire Chief, schedule a day off in lieu of cash payment. Each year, on the Friday after the pay period in which December 1 falls, employees will be paid for the unused holidays at the straight-time rate as of December 31 of the year in which the holidays were earned. (1980 & 1985)

4.3 Nothing in this Memorandum of Understanding is construed to change the manner in which holidays or vacations are scheduled. (1980)

4.4 It is mutually agreed that two people 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 Full time employees will accumulate sick leave with pay at the rate of 5.54 hours per pay period. (APM)

5.2 Sick leave may be accumulated up to an unlimited amount. (APM)

5.3 One (1) working day is defined as twelve (12) work hours (1 duty day) for all Fire Department personnel working on a shift schedule. (APM)

#### ARTICLE VI SICK LEAVE CONVERSION

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

After ten (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 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 \$199.30 for him and his wife.

$$\begin{aligned} 1800 - (1800 \times 16 \frac{2}{3}) &= 1500 \text{ hours} \\ 1500 \div 12 &= 125 \text{ days} \times 75\% = 93.75 \\ 93.75 \times \$199.30 &= \$18,684.37 \end{aligned}$$

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

6.2 Represented employees who retire on a service retirement and are eligible to convert accrued, unused sick leave into City paid medical insurance upon retirement shall be given the option of purchasing, at the retiree's cost, additional medical insurance for a period of time equal to the period of time for which they received City paid medical insurance upon retirement. Said employee option shall be exercised upon expiration of the City paid coverage.

6.3 In accordance with the sick leave conversion provision outlined in this Memorandum of Understanding, a surviving spouse may at her/his own expense, continue medical coverage at the employee-only premium for the same period as if the employee had not died. (1980)

#### ARTICLE VII MATERNITY LEAVE

7.1 The City and the Fire Unit mutually agree that maternity leave may be granted in accordance with the following policy:

Maternity Leave may be granted subject to the needs of the department concerned. If such leave is granted it shall commence at such time during the pregnancy as is recommended by the employee's physician. Such recommendation shall be presented in writing to the employee's department head who shall make recommendation to the City Manager. The duration of such leave shall be for a reasonable period of time. (1971)

7.2 An employee granted such leave shall not be permitted to return to work until she presents written authorization from her physician that she is able to return. The City shall retain the right to initiate such a request of her physician in the event the absence exceeds six weeks following birth. (1971)

7.3 This leave is not a right, and may be refused in the event such a leave would work a hardship on the department involved. (1971)

ARTICLE VIII MEDICAL INSURANCE

8.1 Effective December 1, 1985, the City agrees to modify the present hospital and major medical plan as follows:

- a. eliminate the \$500 first dollar coverage in the hospital
- b. additional \$100 deductible for hospitalization
- c. stop loss increased to \$10,000
- d. lifetime maximum increased to \$500,000
- e. waiver of deductibles for accidents
- f. pre-authorization for non-emergency hospital stays.

(1985)

8.2 The City will make available Plan II of the Foundation Health Plan to all employees at their sole option. (1985)

The City will pay up to the following amounts for the medical insurance plan:

Employee: \$ 90.03 per month

Employee and Dependent: \$199.30 per month (1985)

8.3 The City agrees to pay for any additional medical insurance premiums during the term of this Memorandum of Understanding. (1985)

8.4 Further, the City agrees to modify the room rate on November 1, 1986 to the nearest \$10.00 of the average semi-private room rate of Lodi Memorial Hospital and Lodi Community Hospital as of July , 1986. (1985)

ARTICLE IX VISION CARE

9.1 Effective January 1, 1987, 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. (1985)

ARTICLE X DENTAL INSURANCE

10.1 Effective November 1, 1985, the City agrees to pay the following amounts for dental insurance:

Employee:	\$12.40 per month
Dependent:	\$11.46 per month (1985)

10.2 The City agrees to pay for any additional dental insurance premium costs for the term of this Memorandum of Understanding. (1985)

10.3 The coverage provisions of the dental insurance plan are outlined in Appendix B of this Agreement. (1981)

ARTICLE XI WORKERS' COMPENSATION

11.1 In the event that a member of the Fire Unit 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 or county, 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.)

ARTICLE XII JURY DUTY

12.1 All full-time permanent 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. (APM)

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. (APM)

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. (1985)

#### ARTICLE XIII UNIFORM ALLOWANCE

13.1 The City agrees to pay a uniform allowance to \$300.00 per year. Such amount shall be paid quarterly at the rate of \$75.00 per quarter beginning October 1, 1983. (1983)

#### ARTICLE XIV RETIREMENT PLAN

14.1 Beginning on July 1, 1977, the City will provide the PERS retirement program commonly known as the "CHP Program" or the "2% at 50 Program". Said program shall include the "59 Survivors Benefit" feature. It is also understood that the retirement program to be provided hereunder has been offered and received in lieu of salary or other benefits that might have been provided. (1976)

14.2 The City agrees to maintain the same PERS retirement program and to pay the employer's cost. (1983)

14.3 The City shall pay into each employee's PERS account 9.0%. (1983)

ARTICLE XV TUITION REIMBURSEMENT

15.1 The Fire Unit concurs with the City policy providing for tuition reimbursement at an amount not to exceed \$165.00 per fiscal year. (1983)

ARTICLE XVI EDUCATION INCENTIVE

16.1 An incentive program will be established with the major purpose being to encourage and reward members of this Unit to broaden their on-the-job experience with academic training in the fields of science, management and administration. (1981)

16.2 Employees who meet the following criteria are eligible for education incentive pay of \$25.00 per month.

1. Associate of Arts

- a. AA in Fire Science or related field;
- b. AA in non-related field with a Fire Science Certificate from an accredited institution;
- c. AA degree and actively pursuing a baccalaureate degree. (1981)

2. 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. (1981)

16.3 Effective January 1, 1987 the following increments will be added to the Education Incentive Program. It is agreed that the benefit will be paid if the individual has completed the necessary course work.

1. Certified Fire Officer-----\$25.00 per month
2. Certified Chief Officer-----\$50.00 per month
3. Certified Fire Investigator-\$12.50 per month
4. Certified Fire Instructor---\$25.00 per month
5. Certified Fire Prevention  
Officer-----\$25.00 per month
6. Certified Public Education  
Officer-----\$12.50 per month
7. Certified Fire Chief-----\$25.00 per month

The maximum amount to be paid under this program is \$125.00 per month.

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. (1981)

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. (1981)

#### 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. (1980)

#### ARTICLE XVIII CITY RIGHTS

18.1 It is further 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; 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. (1983)

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. (1983)

#### 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. (1983)

#### ARTICLE XX SEVERABILITY

20.1 In the event that any provision of this Agreement 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. (1983)

ARTICLE XXI TERM

21.1 This Memorandum of Understanding covers the period from the date of execution through the pay period in which October 1, 1987 falls. (1985)

ARTICLE XXII SALARY

22.1 Retroactive to October 7, 1985, a general salary increase of 6.0% will be granted to all represented employees. (1985)

22.2 Retroactive to December 30, 1985, salary rates will be increased by 3.0% for all represented employees. (1985)

22.3 Beginning the pay period following the one in which October 1, 1986 falls, represented employees shall receive a general salary increase of 4.0%, provided, however, in the event the urban wage earners and clerical workers Consumer Price Index as published by the U. S. Department of Labor - San Francisco Average - increases by more than 5.0% from August 1985 to August 1986, then 110% of any increase exceeding 5.0% shall be added to the general salary increase of 4.0%. (1985)

22.4 The salary schedule effective October 7, 1985 and December 30, 1985 is presented in Appendix B to this Agreement. (1985)

ARTICLE XXIII CITY SALARY SURVEY GROUP

23.1 The City and the Fire Unit mutually agree that the following cities represent the cities to be used for wage and salary surveys: Antioch, Davis, El Cerrito, Fairfield, Livermore, Manteca, Modesto, Pleasanton, Pittsburg, Roseville, Tracy, Vacaville and Woodland. It is further understood that Riverview Fire District will be used to represent the Cities of Antioch and Pittsburg. (1985)

ARTICLE XXV PROBATION

25.1 During probationary period, twelve (12) months, the probationary employee shall be entitled to sick leave benefits. Annual step increases will be granted at completion of probation. Nothing herein shall be deemed to alter the terms or conditions of the probationary period following promotion. (1980)

ARTICLE XXVI LAYOFF PROCEDURE

26.1 In the event that reductions in rank or layoffs of Fire Unit personnel are necessary, the following procedure shall be followed:

- a) Any reduction in rank shall be based entirely on seniority. The employee having the least classification seniority shall be reduced first and transferred to the next lower classification to which he previously worked.
- b) All layoffs of Fire Unit personnel within the seniority span of service shall be by merit at the discretion of the City Manager upon the recommendation of the Fire Chief. Seniority spans of service are as follows:
- 1) All Firefighters on probation (1-year period); then
  - 2) All personnel hired between January 1, 1978 and December 31, 1985; then
  - 3) All personnel hired between January 1, 1973 and December 31, 1977; then
  - 4) All personnel hired between January 1, 1968 and December 31, 1972; then
  - 5) All personnel hired between January 1, 1967 and December 31, 1967; then
  - 6) All personnel hired prior to January 1, 1967 shall be laid off in order of seniority.
  - 7) Additional seniority spans will be created to coincide with the dates of eligibility lists.
- c) Before any employee in a higher seniority group is laid off, all persons in the junior group must first

be laid off.

- d) Reinstatement shall be in reverse order of layoff or reduction in rank (i.e., the last Firefighter to be laid off would be the first Firefighter reinstated).  
(1980)

#### ARTICLE XXVII EMERGENCY CALL BACK

27.1 Compensation paid to non-exempt employees as defined in the Fair Labor Standards Act, called to work outside their regular work hours, shall be at the rate of time and one-half for hours actually worked with a minimum guarantee of three (3) hours at the time and one-half rate. (1974 and 1981)

27.2 The second and any subsequent call-out during the same 24-hour period shall be compensated for at the rate of time and one-half for hours actually worked, with a minimum guarantee of one hour at the time and one-half rate. (1974)

#### ARTICLE XXVIII ABOVE CLASS PAY

28.1 All employees in this bargaining unit who are required to work in a higher class shall be paid an additional 5% of the employees' salary if the position is vacant for more than 18 consecutive calendar days, if because of vacancy, illness, industrial or non-industrial accident. (1980)

ARTICLE XXIX 56-HOUR WORK WEEK

29.1 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. (1974)

29.2 With regard to the "56-hour work week", it was mutually agreed by the City and the Fire Unit 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. (1976)

29.3 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. (1976)

29.4 Furthermore, it was agreed that computation for pay purposes for all Fire Department employees working a "56-hour work week" will be paid on the basis of 8 hours per calendar day on the payroll. (1976)

29.5 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.

ARTICLE XXX SPECIAL STUDIES

30.1 It is mutually agreed that a joint committee will be established to review a mandatory physical fitness program for all represented employees. This program will include requirements based on age, measurable requirements, on-going evaluation and sanctions against employees who do not comply with the agreed upon standards. The findings of this committee will not become effective until ratification by both parties to this agreement. (1985)

30.2 It is mutually agreed that a joint committee will be established to review the type of safety equipment utilized by the Lodi Fire Department and the policy for purchase and replacement of safety clothing. The findings of this committee will not become effective until ratification of those recommendations are made by both parties to this agreement. (1985)

ARTICLE XXXI SHIFT TRADES

31.1 It is mutually agreed that each employee may trade shifts up to 288 hours per calendar year.

CITY OF LODI

*Jerry L. Olsen*

1-15-86

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

UNITED FIREFIGHTERS OF LODI

*Mary E. Dush*

1-15-86

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

RESOLUTION NO. 86-10

RESOLUTION ADOPTING SALARY ADJUSTMENTS  
FOR REPRESENTATIVES OF THE FIREFIGHTERS UNIT  
EFFECTIVE OCTOBER 7, 1985 AND DECEMBER 30, 1985

RESOLVED, that the City Council of the City of Lodi does hereby adopt salary adjustments effective October 7, 1985 and December 30, 1985 for representatives of the Firefighters Unit as shown on Exhibit "A" attached hereto and thereby made a part hereof.

Dated: January 15, 1986

I hereby certify that Resolution No. 86-10 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held January 15, 1986 by the following vote:

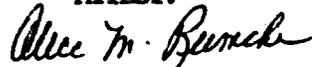
AYES: Council Members - Olson, Reid, Snider, and  
Hinchman (Mayor)

NOES: Council Members - None

ABSENT: Council Members - Pinkerton

ABSTAIN: Council Members - None

ATTEST:



ALICE M. REIMCHE  
City Clerk

## EXHIBIT "A"

FR47	OCCUPATION, WAGE & TITLE REPORT	BI-WEEKLY WAGE	FIRE				12/30/85
TITLE	MGMT. CODE	STEP A	STEP B	STEP C	STEP D	STEP E	
FIRE ADMINISTRATIVE OFFICER	B 090	1,226.76	1,288.10	1,352.50	1,420.11	1,491.13	
FIRE CAPTAIN	177	964.86	1,013.11	1,063.76	1,116.95	1,172.81	
FIRE ENGINEER	183	833.51	875.16	918.92	964.86	1,013.11	
FIRE FIGHTER	186	793.80	833.51	875.16	918.92	964.86	
FIRE INSPECTOR	187	833.51	875.16	918.92	964.86	1,013.11	
FIRE SHIFT SUPERVISOR	189	1,059.72	1,112.70	1,168.34	1,226.76	1,288.09	

## EXHIBIT "A."

PR47	OCCUPATION, WAGE & TITLE REPORT	BI-WEEKLY WAGE	FIRE				10/07/85
TITLE	MGMT. CODE	STEP A	STEP B	STEP C	STEP D	STEP E	
FIRE ADMINISTRATIVE OFFICER	B 090	1,191.03	1,250.58	1,313.11	1,378.75	1,447.70	
FIRE CAPTAIN	177	936.76	983.60	1,032.78	1,084.42	1,138.65	
FIRE ENGINEER	183	809.23	849.67	892.16	936.76	983.60	
FIRE FIGHTER	186	770.68	809.23	849.67	892.16	936.76	
FIRE INSPECTOR	187	809.23	849.67	892.16	936.76	983.60	
FIRE SHIFT SUPERVISOR	189	1,028.85	1,080.29	1,134.31	1,191.03	1,250.57	

RESOLUTION NO. 86-11

RESOLUTION AUTHORIZING THE CITY OF LODI  
TO PAY TO CERTAIN LIMITS FOR MEDICAL INSURANCE  
FOR REPRESENTED EMPLOYEES OF THE FIRE UNIT

RESOLVED, that the City Council of the City of Lodi does hereby authorize the City to pay up to the following amounts for medical insurance for represented employees of the United Firefighters of Lodi:

Employee Only	\$ 90.03 per month
Employee and dependent	\$199.30 per month

Dated: January 15, 1986

I hereby certify that Resolution No. 86-11 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held January 15, 1986 by the following vote:

AYES: Council Members - Olson, Reid, Snider, and  
Hinchman (Mayor)

NOES: Council Members - None

ABSENT: Council Members - Pinkerton

ABSTAIN: Council Members - None

ATTEST:

*Alice M. Reimche*  
ALICE M. REIMCHE  
City Clerk