

CITY COUNCIL MEETING

OCTOBER 19, 1983

CC-6
MOU FOR FIRE
UNIT AND CITY
OF LODI

Agenda Item K-3 - "Receive for filing Memorandum of Understanding with Firefighters Unit" was introduced by Assistant City Manager Jerry Glenn. Mr. Glenn outlined with provisions of the Memorandum of Understanding and responded to questions as were posed by the Council.

Following discussion, Council, on motion of Council Member Reid, Olson second, received for filing the subject Memorandum of Understanding with the Firefighters Unit.

RES. NO. 83-119 Council, on motion of Mayor Pro Tempore Snider, Reid second, adopted Resolution No. 83-119 adopting a salary schedule as provided in the subject Memorandum of Understanding.

RES. NO. 83-120 Further, Council, on motion of Mayor Pro Tempore Snider, Reid second, adopted Resolution No. 83-120 adopting premiums for medical and dental insurance.

RES. NO. 83-121 Further, Council adopted Resolution No. 83-121 amending the uniform allowance for members of the Firefighters Unit.

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COUNCIL COMMUNICATION

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE
October 14, 1983

NO

8-2

SUBJECT: MOU for Fire Unit and City of Lodi

Negotiations with the United Firefighters of Lodi were concluded with an amicable agreement.

Basically the terms of the agreement were as follows:

Term - 2 years beginning October 10, 1983

Salary - Across the board increases in the following amounts:

4½% - October 10, 1983

4½% - Pay period in which March 1, 1984 falls

4% - Pay period in which October 1, 1984 falls

With a proviso to provide for additional increases if the CPI increases above 4%

Medical and Dental Insurance

The City to pay increased costs

Uniform Allowance

Increase the present uniform allowance from \$23.00 to \$25.00 per month

Council is requested therefore to take the following actions:

1. Authorize the payments for medical insurance payments for sworn fire and police personnel in the following amounts effective November 1, 1983.

- a) Employee \$59.11
- b) Dependent \$81.89

The reason the police are included in this request is there is an increase in their premiums effective November 1. This increase is part of a negotiated benefit.

2. Authorize the payments for dental insurance payments for fire personnel in the following amounts:

| | | |
|-----------|---------|-----------|
| Employee | \$10.80 | per month |
| Dependent | \$ 8.62 | " " |

3. Authorize annual payments for uniform allowance of \$300.00 per year.

Jerry L. Glenn
Jerry L. Glenn
Assistant City Manager

2-3

MEMORANDUM OF UNDERSTANDING

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 Sections 3500, et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. Except as specifically modified by 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 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. Term:

Covering the period from October 10, 1983 through the pay period in which October 1, 1984 falls.

2. Salary:

A. Effective October 10, 1983, the present salary rates will be increased by 4.25% for all represented employees.

B. Effective the pay period in which March 1, 1984 falls, salary rates will be increased by 4.25% for all represented employees.

C. Beginning the pay period in which October 1, 1984 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 - U. S. City Average - increases by more than 4.0% from August 1983 to August 1984, then 0.75% of any increase exceeding 4.0% shall be added to the general salary increase 4.0%.

3. Medical Insurance:

Effective November 1, 1983, the City agrees to modify the present hospital and major medical plan as follows:

Basic Room Rate: \$210.00

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

Employee: \$59.11 per month

Dependent: \$81.89 per month

The City agrees to pay all increased costs of premium for employees and dependents during the term of this Memorandum of Understanding.

Further, the City agrees to modify the room rate on November 1, 1984 to the nearest \$10.00 of the average semi-private room rate of Lodi Memorial Hospital and Lodi Community Hospital as of July 1, 1984.

4. Dental:

Effective November 1, 1983, the City agrees to pay the following amounts for dental insurance:

| | |
|-----------|-------------------|
| Employee: | \$10.80 per month |
| Dependent | \$ 8.62 per month |

Further, the City agrees to pay for any additional premium costs for the term of this Memorandum of Understanding.

5. Uniform Allowance:

The City agrees to increase the uniform allowance to \$300 per year. Such amount shall be paid quarterly at the rate of \$75.00 per quarter. This benefit is to commence the quarter beginning October 1, 1983.

6. Tuition Reimbursement:

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

7. Grievance Procedure:

The City and Fire Unit mutually agree to abide by the following Grievance Procedure:

2.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

(a) Interpretation or application of any of the terms of this agreement or previous agreements, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by Association and City.

(b) Discharge, demotion, suspension, or discipline of an individual employee.

(c) Disputes as to whether a matter is proper subject for the Grievance Procedure.

(d) Disputes which may be of a "class action" nature filed on behalf of the Association or the City.

2.2 Class action grievance will be in writing from the Business Representative to the City Manager or vice versa.

2.3 STEP ONE: Discussion between the employee, and/or Business Representative and the Division Head or designated Supervisor directly involved, who will answer within fifteen (15) work days. This step 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.

2.4 STEP TWO: If a Grievance is not resolved in the initial Step, the Second Step shall be a discussion between the employee, and/or Business Representative and the Department Head who shall answer within fifteen (15) work days. This Step shall be taken within fifteen (15) days of the date of the immediate Supervisor's answer in Step One.

2.5 STEP THREE: If a grievance is not resolved in the Second Step, the Third Step shall be the presentation of the Grievance, in writing, by the Business Representative to the City Manager, who shall answer, in writing, within fifteen (15) work days of receipt of the grievance. The Third Step shall be taken within fifteen (15) work days of the date of the answer in Step Two.

2.6 STEP FOUR: If a Grievance is not resolved in the Third Step, the Fourth Step shall be referral by either party to the Personnel Board of Review. The Fourth Step shall be taken within twenty (20) work days of the answer to Step Three. Within ten (10) working days of the receipt of appeal, the Board will hold a hearing, which shall be open to the public, unless a closed hearing is requested by the Grievant. Within ten (10) working days after the hearing, the Board shall submit a statement of findings and such recommendations for settlement to the City Manager, the employee and the Association.

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

8. Severability:

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.

9. Concerted Activities:

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.

10. City Rights:

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. 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.

UNITED FIREFIGHTERS OF LODI

CITY OF LODI

on behalf of the Fire Unit

Ray Lopez 10-14-83
Date

Date

Date

Date

Bob Roberts 10-14-83
Date

Date

| PR47 | OCCUPATION, WAGE & TITLE REPORT | BI-WEEKLY WAGE | | | FIRE | | 10/18/83 |
|-----------------------------|---------------------------------|----------------|--------|--------|----------|----------|----------|
| TITLE | CODE | STEP A | STEP B | STEP C | STEP D | STEP E | |
| FIRE ADMINISTRATIVE OFFICER | 090 | 898.60 | 943.59 | 990.77 | 1,040.31 | 1,092.33 | |
| FIRE CAPTAIN | 177 | 815.11 | 855.86 | 898.66 | 943.59 | 990.77 | |
| FIRE ENGINEER | 183 | 704.13 | 739.33 | 775.30 | 815.11 | 855.86 | |
| FIRE FIGHTER | 186 | 670.60 | 704.13 | 739.33 | 776.30 | 815.11 | |
| FIRE INSPECTOR | 187 | 704.13 | 739.33 | 776.30 | 815.11 | 855.86 | |
| FIRE SHIFT SUPERVISOR | 189 | 855.86 | 898.66 | 943.59 | 990.77 | 1,040.31 | |

PR47 OCCUPATION, WAGE & TITLE REPORT BI-WEEKLY WAGE FIRE 10/18/83

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RESOLUTION NO. 83-119

RESOLUTION MODIFYING SALARY RANGES FOR CLASSIFIED
EMPLOYEES OF THE FIREFIGHTERS UNIT

RESOLVED, that the City Council of the City of Lodi does hereby modify salary schedules for all Classified Employees in the Firefighters Unit effective October 10, 1983 as shown on Exhibit "A" attached hereto and thereby made a part hereof.

Dated: October 19, 1983

I certify that Resolution No. 83-119 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 1983 by the following vote:

Ayes: Council Members - Pinkerton, Murphy,
Reid & Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - Murphy

Alice M. Reimche
City Clerk

PR47

OCCUPATION, WAGE & TITLE REPORT

BI-WEEKLY WAGE

FIRE

10/18/83

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RESOLUTION NO. 83-121

RESOLUTION AUTHORIZING INCREASED UNIFORM ALLOWANCE
FOR EMPLOYEES OF THE FIREFIGHTERS UNIT

RESOLVED, that the City Council of the City of Lodi does hereby authorize increasing the uniform allowance for employees of the Firefighters Unit from \$23.00 to \$25.00 per month.

Dated: October 19, 1983

I hereby certify that Resolution No. 83-121 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 1983 by the following vote:

Ayes: Council Members - Pinkerton, Reid, Snider,
and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - Murphy

Alice M. Reimche
City Clerk