

RESOLUTION NO. 95-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF ONE OR MORE AGREEMENTS TO PROVIDE CERTAIN INFORMATION
AS REQUIRED UNDER RULE 15c2-12 OF THE SECURITIES AND EXCHANGE
COMMISSION; AND AUTHORIZING CERTAIN OTHER
MATTERS RELATING THERETO

WHEREAS, the City of Lodi (the "City") is a municipal corporation duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City is a member of and a participant in one or more projects of the Northern California Power Agency ("NCPA"); and

WHEREAS, NCPA is a public entity duly organized and existing pursuant to the Northern California Power Agency Joint Powers Agreement, dated as of July 19, 1968, as amended and supplemented (the "Agreement") and the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California; and

WHEREAS, NCPA's projects have been financed and refinanced through the issuance of bonds by NCPA which are payable primarily from payments made by the project participants under the respective Third Phase Agreements for such projects; and

WHEREAS, the Securities and Exchange Commission adopted amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (Rule 15c2-12), together with such amendments, and as the same may be amended from time to time, shall be referred to herein as "Rule 15c2-12" which has the effect of imposing upon the City the obligation to provide annually certain financial information and operating data relating to the electric system of the City in connection with such outstanding bonds issued by NCPA; and

WHEREAS, the City desires to comply with Rule 15c2-12 by entering into a written agreement or agreements to provide certain financial information and operating data relating to the electric system of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi, as follows:

Section 1. The City Council hereby authorizes and approves the execution and delivery by the City of one or more written agreements to provide continuing disclosure relating to the electric system of the City in connection with bonds to be issued by NCPA to finance and refinance NCPA's projects in which the City is a participant, as required under the Rule 15c2-12, and hereby authorizes and directs the City Manager or Electric Utility Director or other duly authorized official of the City to execute such written agreements approved as to form by the City Attorney for and on behalf of the City of Lodi.

Section 2. The City Manager or Electric Utility Director and any other duly authorized official of the City, acting singly, be and each of them hereby is authorized to execute and deliver or cause to be delivered any and all documents and instruments approved as to form by the City Attorney, and to do and cause to be done any and all acts and things necessary or convenient in carrying out the purposes contemplated by this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

Dated: November 15, 1995

I hereby certify that Resolution No. 95-149 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 15, 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

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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:

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

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.

- 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 times 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.

| | |
|--|-------------------|
| ◊ 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 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.

- 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.

- 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:
- a. The receiving employee must have used all available leave balances.
 - b. 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.
 - c. All donations are irrevocable.
 - d. 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: _____

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 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 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

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"