RESOLUTION NO. 2014-44

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING 2014 STATEMENT OF BENEFITS AND ONE-TIME ADJUSTMENTS FOR LODI FIRE MID-MANAGEMENT AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, representatives from the City of Lodi and Lodi Fire Mid-Management have bargained in good faith for the purpose of approving the 2014 Statement of Benefits; and

WHEREAS, it is recommended that Council approve the attached 2014 Statement of Benefits (Exhibit A) with the Lodi Fire Mid-Management, including the following:

- Base one-time non-PERS-able payment of $2,300;
- Increase to the January 2014 Medical Cap (as defined in detail below):

	Current	Proposed	Difference
Single	$610.44	$657.33	$46.80
Employee + 1	$1,220.88	$1,314.66	$93.76
Family	$1,587.14	$1,709.06	$121.92

- One-time non-PERS-able additional uniform allowance payment equal to one percent of employee's base salary to all members of this bargaining unit.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached 2014 Statement of Benefits (Exhibit A) between the City of Lodi and Lodi Fire Mid-Management, including the one-time amendments as outlined above; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: March 19, 2014

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I hereby certify that Resolution No. 2014-44 was passed and adopted by the Lodi City Council in a regular meeting held March 19, 2014, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, Nakanishi, and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

RANDI JOHL-OLSON
City Clerk

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Jordan Ayers	5. DATE:	3/19/14
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		3205	Fund Balance	$ 20,100.00
B. USE OF FINANCING	100	102012	7101	Regular employee salary	$ 20,100.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Appropriation increase associated with adjustments to the Lodi Mid Management Statement of Benefits adopted on March 19, 2014

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 3/19/14 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

CITY OF LODI

LODI FIRE MID-MANAGEMENT (LFMM)

STATEMENT OF BENEFITS

JANUARY 1, 2014 – DECEMBER 31, 2014

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FIRE MID-MANAGEMENT CLASSIFICATIONS

Fire Division Chief
Fire Battalion Chief

ARTICLE I - SALARY

1.1 City shall provide a one-time, non-PERS-able payment of $2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this Statement of Benefits by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of approval of this Statement of Benefits by the City Council.

1.2 Employees shall have the same Bilingual Incentive as set forth in the LPF MOU.

1.3 The City of Lodi and the Fire Mid-Management group agree that the term of this agreement is January 1, 2014 to December 31, 2014.

1.4 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase or one-time restoration payment that is greater than the base payment of $2,300 received by the Fire Mid-Managers per Section 1.1 of this Statement of Benefits (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by Council, this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

ARTICLE II - DEFERRED COMPENSATION

2.1 Employees may participate in the City's Deferred Compensation Plan.

2.2 The City matches up to a maximum of 3.0% of base salary.

ARTICLE III - FLEXIBLE SPENDING ACCOUNT

3.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;

a. Premium Conversion
b. Non-reimbursed Health Care
c. Dependent Care Reimbursement

3.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

ARTICLE IV - CHIROPRACTIC

4.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan. This benefit allows up to a maximum of 40 visits per calendar year. Co-payments for services are $10.00.

ARTICLE V - EDUCATION INCENTIVE

5.1 Education incentives will be available to eligible employees for specified degrees, certifications, and licenses.

Associate of Arts Degree - $50.00 per month if the:

a. AA Degree is in Fire Science or related field;
b. AA Degree is in a non-related field with a Fire Science Certificate from an accredited institution.
c. Employee has AA Degree and is actively pursuing a Bachelor of Arts degree

Or:

Bachelor of Arts Degree - $100.00 per month.

5.2 If an employee possesses a BA degree, he/she will receive a maximum of $100.00 under Section 5.2

This incentive in this subsection 5.2 is limited to employees hired prior to March 16, 2012.

5.3 Emergency Medical Technician $200.00 per month

5.4 Employees will receive education incentive pay for the following certifications:

Certified Chief Officer	$100.00 per month
Certified Fire 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

5.5 Employees shall receive a maximum of $250.00 per month for incentives listed in subsection 5.4. However, an additional $25.00 per month may be earned if the employee possesses a Hazardous Materials Specialist/Technician Certificate.

5.6 Persons possessing the aforementioned requirements shall 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 shall be made retroactively.

ARTICLE VI – JURY DUTY

6.1 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.

6.2 No employee shall 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.

6.3 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 shall not be scheduled for regular work during the twelve hours preceding the scheduled time for jury duty.

6.4 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 shall 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.

6.5 Voluntary Grand Jury service such as that service in San Joaquin County, is not covered by Jury Duty leave.

ARTICLE VII - LONGEVITY PAY

7.1 After completing ten years of service with the Lodi Fire Department, employees shall receive an annual longevity pay in the amount of $1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Fire Department. Employees who have completed twenty years of service with the Lodi Fire Department will receive longevity pay in the amount of $3,000 in November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Fire Department) shall receive the longevity pay associated with their years of service with the Lodi Fire Department.

The incentive in Article VII is limited to employees hired prior to March 16, 2012.

ARTICLE VIII - OVERTIME

8.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Overtime for Fire non-shift employees is based on a 40 hour work week. Overtime for Fire shift employees is based upon a 56 hour work week. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- Major storm damage requiring the dispatching of additional crews;
- The necessity to cover scheduled shifts;
- Direct supervision of crews assigned to work during normal days off to accommodate the public;
- Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

8.2 Overtime pay shall not be paid for the following:

- Staff meetings
- Special projects
- Conferences and seminars - except as noted below
- Appearances before City Council and commissions,
- Public information presentations,
- Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

8.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

8.4 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour worked.

8.5 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time. Bargaining unit members shall be allowed to cash out up to a maximum of 144 hours of earned compensatory time off twice per year, in April and October.

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

8.7 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.

8.8 Fire Division Chief is considered an exempt classification not subject to any of the exceptions for overtime specified in this section. However, for the purposes of and in recognition of San Joaquin County Strike Team Agreements, Division Chiefs and Battalion Chiefs will be allowed to participate in Strike Team Operations and be eligible for overtime as provided for in said agreements.

ARTICLE IX – CATASTROPHIC LEAVE

9.1 Members of this bargaining group shall be covered by and subject to the Citywide Catastrophic Leave Policy set forth in the City's current Administrative Policy Manual.

ARTICLE X - RETIREMENT

10.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System (PERS). Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to December 22, 2012 and deemed to be "classic" employees by PERS:

- **Safety** 3% @ 50 plan
  - 1957 Survivors Benefit
  - 1959 Survivors Benefit -3rd Level
  - Employee shall pay the full employee share of retirement costs ((9%) as calculated by PERS in its annual actuarial valuation
  - Credit for Unused Sick Leave
  - Military Service Credit as Public Service
  - Single Highest Year

10.2 Employees hired after December 22, 2012 and deemed to be "classic" employees by PERS shall have the following retirement benefit:

- **Safety** 3% @ 55 plan
  - 1957 Survivors Benefit
  - 1959 Survivors Benefit -3rd Level
  - Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation
  - Credit for Unused Sick Leave
  - Military Service Credit as Public Service
  - Average of three highest consecutive years

10.3 City agrees to provide the following retirement program for employees deemed to be "new" employees by PERS under the Public Employee's Pension Reform Act of 2013 (PEPRA):

- Safety 2.7% @ 57 plan
- 1957 Survivors Benefit
- 1959 Survivors Benefit – 3rd Level
- Average of three highest consecutive years
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

ARTICLE XI - VACATION LEAVE

11.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Forty Hour Work Week:

Beginning with:	
Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year	6.16 hours per pay period
21st year	6.47 hours per pay period
22nd year	6.78 hours per pay period
23rd year	7.09 hours per pay period
24th year	7.40 hours per pay period
25th year	7.71 hours per pay period

Shift (56 hour work week) Employees:

Beginning with:	
Date of Hire:	5.54 hours per pay period
6th year	8.31 hours per pay period
15th year	11.08 hours per pay period
21st year	11.65 hours per pay period
22nd year	12.20 hours per pay period
23rd year	12.76 hours per pay period
24th year	13.32 hours per pay period
25th year/above	13.88 hours per pay period

Vacation leave shall be used in increments of not less than quarter hours. Maximum vacation accrual (carry over) shall follow the City's Vacation Leave Policy.

11.2 Members shall have the option of cashing out any vacation time in excess of 2 tours, or 80 hours for those who work a 40-hour workweek. Members may request a cash out of vacation twice per year, in April and October; balances will be paid in the employee's regularly scheduled paycheck.

ARTICLE XII - ADMINISTRATIVE LEAVE

12.1 Employees will be given 80 hours of administrative leave (or 120 hours for shift personnel) per calendar year. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.

12.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours. Shift employees will be granted 10 hours leave for each full calendar month remaining in the calendar year with a maximum of 120 hours.

12.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with this section.

12.4 Employees are eligible to cash out up to half of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

ARTICLE XIII - HOLIDAYS

13.1 Effective January 2004, employees shall receive either 108 hours (non-shift) or 156 hours of holiday leave. In January of each year, every member's holiday account will be credited with the appropriate number of holiday hours. Employees hired mid-year or terminating mid-year shall have holiday hours credited or deducted at the rate of 6.0 hours for shift employees and 4.15 hours for non-shift employees per pay period.

13. 2 Holiday hours shall be taken in increments of not less than quarter hours and may not be carried into the following calendar year. Each year, the pay period in which December 1 falls, employees will be paid for the unused holidays at the straight-time rate.

ARTICLE XIV – LEAVE OF ABSENCE

14.1 Leave of Absence is available to employees in accordance with the City's current Leave of Absence policy.

ARTICLE XV - SICK LEAVE

15.1 Sick Leave is earned at the rate of 3.70 hours per pay period for employees working a 40 hour work week and 5.54 hours for shift (56 hour work week) employees. There is no limit on the amount that can be accumulated. Total sick leave accrued is 12 days per year. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE XVI - SICK LEAVE CONVERSION

16.1 Employees hired prior to December 6, 1995, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - *"Bank"*
The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

OPTION #2 - *"Conversion"*
The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement, subject to the cap shown in Section 19.1. Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - *"Cash-Out"*
A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – *"Service Credit"*
A retiring employee will be able to convert unused sick leave to service credit for CalPERS retirement purposes.

16.2 Employees hired after December 6, 1995 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "Service Credit". If an individual previously qualified for the sick leave conversion option while in the United Professional Firefighters unit, they will retain their eligibility if promoted to Fire Mid-Management with an effective date of December 6, 1995.

16.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 13.1.

16.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

16.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.

16.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 13.1; Option #2.

16.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.

16.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XVII - SURVIVORS BENEFITS

17.1 The City shall pay in accordance with 16.1 for health and dental benefits described in this MOU for the Surviving spouse and any minor children of any member of the Fire Mid-Management group who is killed or dies during the performance of official duties. . Premiums will continue to be paid by the City until such time such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:

a. the children become adults, or
b. the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XVIII - EXECUTIVE PHYSICAL EXAMINATION

18.1 Employees may elect to receive an executive physical examination in accordance with the provisions of the City's medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:

- A complete office examination
- Urinalysis
- Pap smear
- EKG (resting)
- An executive blood panel
- Mammogram
- Chest X-ray

18.2 Employees shall be reimbursed for costs not covered by the medical insurance for the procedures referenced in this section. Any additional tests judged necessary shall be the responsibility of the employee. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.

ARTICLE XIX - MEDICAL INSURANCE

19.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1, 2014. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional $692.81 per month for family or $532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for $305.22. In order to qualify for this provision, proof of group insurance must be provided to the City.

Effective January 1, 2014, the City's contributions to the premiums for medical insurance coverage will be capped at the following rates and employees will be responsible for premium costs in excess of this amount:

Single	$657.33
Employee + 1	$1,314.66
Family	$1,709.06

19.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

19.3 The City intends to propose a Cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members

ARTICLE XX - DENTAL INSURANCE

20.1 Employees are provided fully paid family dental insurance.

20.2 Maximum benefits are $1,000 for each family member enrolled into the dental plan, per calendar year. There is a $25 deductible plus co-insurance features.

ARTICLE XXI - VISION INSURANCE

21.1 The City shall provide and pay for a vision care plan underwritten by VSP or comparable vision care plan. Such comparable vision care plan shall be the same as the plan offered to mid and executive management employees in the City. The plan shall have a $25 deductible, shall provide annual examinations and lenses. Frames are available every two years.

ARTICLE XXII - LIFE INSURANCE

22.1 Employees are provided with *term life and accidental death/dismemberment* insurance at a benefit rate of $25,000. This benefit decreases after age 70 on a sliding scale, depending on age.

22.2 Employees are provided with $100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

22.3 Employees are also provided with a $25,000 *accidental death* policy in the event of death resulting from a line-of-duty injury.

ARTICLE XXIII - CHIROPRACTIC INSURANCE

23.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan.

23.2 The City shall pay the full costs of premiums for the employee and dependent(s) during the life of this agreement.

ARTICLE XXIV - UNIFORM ALLOWANCE

24.1 The uniform allowance shall be $950.00 per year, paid quarterly, as part of the last bi-weekly paycheck in the months of March, June, September, and December.

24.2 In addition to the above uniform allowance, City agrees to make a one-time, non-PERS-able payment of one percent (1%) of employees' base salary as shown in schedule A toward the uniform allowance to each member of the bargaining unit who is employed by the City on the date of approval of this Statement of Benefits by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of approval of this Statement of Benefits by the City Council. This clause will sunset on December 31, 2014.

ARTICLE XXV - TUITION REIMBURSEMENT

25.1 Tuition Reimbursement

a. Employees shall receive tuition reimbursement in the amount of $4,411 for the period of July 1, 2013 through June 30, 2014 plus the full cost of books for courses taken

b. Other than the tuition reimbursement amounts listed above, criteria for tuition reimbursement shall follow the City's Tuition Reimbursement policy.

c. This incentive in Article XXI shall sunset on June 30, 2014 and default, for all purposes, to the City's Tuition Reimbursement policy.

25.2 Training Reimbursement

In addition to the City policy, individuals enrolling in courses offered by recognized professional organizations which are not accredited through a college or university shall be eligible for up to a maximum of $300 per fiscal year, to be paid upon the satisfactory completion of course work. Any expenses are subject to the approval of the Fire Chief.

ARTICLE XXVI - 56-HOUR WORK WEEK

26.1 The work schedule will be a schedule of "56 hours per week" with two on-duty shifts in six 24-hour periods. For purposes of the FLSA, it is mutually understood the City has declared a 24 day work cycle

26.2 If an employee assigned to a 56-hour work week schedule terminates his/her employment in the middle of a two week payroll cycle, the employee's pay for that cycle shall be computed by multiplying the number of days between the first day of the payroll cycle and the last shift worked by eight (8) hours or the number of actually worked in that payroll cycle, whichever is greater.

26.3 It is agreed that if the work schedule of a Fire Mid-Management employee is a 40-hour week, then all holiday, vacation, and sick leave benefits are based on a 40-hour week rather than a 56-hour week.

26.4 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:
From 40 to 56 hours.....Multiply by 1.8
From 56 to 40 hours.....Multiply by .555556

For conversion of Holiday and Sick Leave and Comp Time:
From 40 to 56 hours.....Multiply by 1.5
From 56 to 40 hours.....Multiply by .666667

ARTICLE XXVII - PERSONAL LIABILITY

27.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

a. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:

1. The act or omissions was not within the scope of their employment; or
2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.

b. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:

1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

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

a. Interpretation or application of any of the benefits listed herein.

b. Disputes as to whether a matter is proper subject for the Grievance Procedure.

c. Disputes which may be of a "class action" nature filed on behalf of the employees or the City.

28.2 Class action Grievances shall be submitted in writing to the City Manager or vice versa.

28.3 STEP ONE

Discussion between the employee and the immediate supervisor, who will answer within 15 work days. This step shall be taken within 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.

28.4 STEP TWO

If a grievance is not resolved in the initial step, then Step Two shall be a discussion between the employee, and the Department Head who shall answer within fifteen work days. This step shall be taken within fifteen work days of the date of the immediate Supervisor's answer in Step One.

28.5 STEP THREE

If a grievance is not resolved in Step Two, Step Three shall be the presentation of the grievance, in writing, by the employee to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager's decision shall be final and binding. Step Three shall be taken within fifteen work days of the date of the answer in Step Two.

28.6 STEP FOUR

If a grievance is not resolved by the City Manager or designee, mediation may be requested (and the City will enter into) by the Fire Mid-Management group, upon which costs will be equally borne between the City and the LFMM.

ARTICLE XXIX - DISCIPLINARY PROCEDURE

29.1 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.

29.2 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:

1. The specific type of disciplinary action;
2. The effective date of the action;
3. The specific reason(s) or cause(s) for the actions;
4. Notice that the employee may inspect copies of all materials upon which the action is based, and
5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
7. The specific reason(s) or cause(s) for the actions;

29.3 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.

1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.

29.4 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.

29.5 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer selected through the California State Mediation and Conciliation Services to hear the appeal and submit an advisory decision to the City Manager. Selection of the hearing officer shall be made by the parties' mutually selecting a list of 7 neutral hearing officers

from the office of the California State Mediation and Conciliation Services. Absent mutual agreement on a name on the list, the parties will strike names from the list for final selection of the hearing officer. The selected hearing officer shall adhere to the following standard of review and hearing procedures:

1. The appeal hearing shall be informal and strict rules of evidence shall not apply.
2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.
3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.
5. The appeal hearing will be held on the City's premises.
6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.
7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.

29.6 Any decision of the City Manager shall be final and binding.

29.7 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5

ARTICLE XXX –CITY RIGHTS

30.1 It is further understood and agree between the parties that nothing contained in this statement of benefits 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
- Set standards of service
- Determine the procedures and standards of selection for employment

- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- 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 make and enforce standards of conduct and discipline, and to determine the content of job classifications.

ARTICLE XXXI – DEPARTMENT SANCTIONED TEAMS

31.1 It is the intent of the City to develop specialized teams to address a variety of special hazards and provide specialized services to the department or community. When a team is established, minimum standards for inclusion and retention as a team member shall be developed and ratified by the Fire Chief. Any member of the department who becomes a member of a recognized specialized team, shall receive a 2.5% salary increase for as long as he/she meets the minimum entry level requirements and maintains a minimum level of participation as outlined in the team membership requirements. Each employee of the department can only receive 2.5% of salary for team membership, regardless of the number of teams the employee belongs to.

31.2 Existing members of the Hazardous Materials Team shall remain members of the team and shall continue to receive the 2.5% salary increase. The three members of the department who meet the minimum requirements for inclusion on the Hazardous Material Team shall be able to join the team and receive the 2.5% salary increase upon ratification of this contract. However, no additional team members shall be assigned to the Hazardous Material Team until the membership falls below 12 members. There shall be a six month period for the team to develop acceptable performance standards for maintaining his/her membership on the team.

31.3 The development of new teams shall require the submittal of minimum entry level and performance criteria for maintenance of membership to the Fire Chief prior to the development of the team. The Fire Chief shall have the sole discretion as to the appropriate number of members per specialized team. The department shall make every effort to develop a cadre of specialized teams to adequately address the needs of its members.

31.4 Upon ratification of the MOU, the 2.5% salary increase resulting from membership in the above sanctioned teams shall be incorporated into salary and the incentive shall be eliminated. Each member of the department shall be a member of a sanctioned team and the scope and nature of the teams shall remain as detailed in this Article.

ARTICLE XXXII – COMPLETE AGREEMENT

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

ARTICLE XXXIII – SEVERABILITY

33.1 In the event any provision of this SOB 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.

Schedule A

Salary effective January 1, 2014

Occupation Title	Step A	Step B	Step C	Step D	Step E
Fire Battalion Chief	$7,574.28	$7,952.99	$8,350.64	$8,768.17	$9,206.58
Fire Division Chief	$9,089.13	$9,543.58	$10,020.76	$10,521.80	$11,047.89

CITY OF LODI
A MUNICIPAL CORPORATION

LODI CITY FIRE MID-MANAGEMENT.

_____
Stephen Schwabauer
Interim City Manager

Date:_____

_____
Ron Penix
Representative

Date:_____

_____
Jordan Ayers
Deputy City Manager

Date:_____

_____
Jeff Larson
Representative

Date:_____

APPROVED AS TO FORM:

_____
Janice Magdich
Interim City Attorney