MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

LODI PROFESSIONAL FIREFIGHTERS

January 1, 2014 – December 31, 2014

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Schedule A – Salary Schedule Effective January 1, 2014

Chapter 1. Salaries and Other Compensation

ARTICLE I - ABOVE CLASS PAY

1.1 All employees in this bargaining unit who are required to work in a higher class shall be paid an additional 5% of the employee's salary for all hours once 12 consecutive hours have been worked.

1.2 Captains assigned as the Administrative Captain shall receive special assignment pay equal to 8% of the normal base pay. This special assignment pay is intended to compensate Fire Captains for the loss in pay from transferring from shift to non-shift schedules. It is mutually agreed that assignments to the Administrative Captain are at the sole discretion of the Fire Chief.

ARTICLE II – DEPARTMENT SANCTIONED TEAMS

2.1 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 the 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.

2.2 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.

ARTICLE III - EDUCATION INCENTIVE

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

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

A. Employees holding an Associate of Arts shall receive $25.00 per month if the:

1. AA is in Fire Science or related field or;

2. AA is in a non-related field with a Fire Science Certificate from an accredited institution or;

3. The employee possesses an AA degree and is actively pursuing a baccalaureate degree.

B. Employees possessing a BA or BS degree shall receive an additional $25.00 per month. If an employee possesses a BA degree, it is assumed that an AA is also possessed.

The incentives in Section 3.2A and Section 3.2B are limited to employees hired prior to April 18, 2012.

C. The following increments shall be added to the Education Incentive Program. It is agreed that the following amounts shall be paid if the individual has completed the necessary course work.

- ◊ Certified Fire Officer----------$50.00 per month
- ◊ Certified Chief Officer----------$50.00 per month
- ◊ Certified Fire Investigator- Level 2----------$12.50 per month
- ◊ Certified Fire Instructor Level 3 and Mgmt 2.E----------$25.00 per month
- ◊ Certified Fire Prevention Officer Level 3 and Mgmt 2.E---------$25.00 per month
- ◊ Certified Public Education Officer Level 2 ---------- $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.

3.3 In addition to the amounts specified in Section 3.2, an additional $25.00 per month shall be paid if the employee possesses a Hazardous Materials Specialist/ Technician certificate.

3.4 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 IV – FLEXIBLE SPENDING ACCOUNT

4.1 The City shall include members of the LPF 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.

ARTICLE V - JURY DUTY

5.1 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.

5.2 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.

5.3 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.

5.4 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.

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

ARTICLE VI – MERIT INCREASES

6.1 Merit increases shall not exceed the next step of the salary range for the position's classification.

ARTICLE VII - OVERTIME

7.1 All hours worked in addition to the regularly scheduled shifts shall be paid at the rate of one and one-half times the then regular rate of the employee. Overtime work shall be required of any employee to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. No employee on disciplinary or medical leave shall be eligible to work overtime.

7.2 Employees working overtime shall be paid in increments of 15 minutes. Time within any 15 minute increment shall be rounded off, with 0-7 minutes adjusting back to the preceding increment and 8-15 minutes adjusting forward to the next increment. Thereafter, overtime shall be compensated in increments of 15 minutes at a rate of time and one-half.

7.3 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.

7.4 No more than one hundred forty-four (144) hours of compensatory time shall be carried on the books at any time.

7.5 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.

7.6 Upon separation, the employee shall 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.

7.7 Early call in or shift holdovers shall be compensated at the time and one-half rate.

7.8 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.

7.9 If an employee requests time off that would result in the need for overtime, the employee must take a minimum of three (3) hours off unless the time off is for emergency reasons or has prior approval of the Fire Chief or his/her designee. Except for the first or last two or less hours of the shift, shift holdover or early relief would apply in these situations.

7.10 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 shall prevail.

ARTICLE VIII - SALARY

8.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPF agree that the term is January 1, 2014 through December 31, 2014.

8.2 The parties agree if a salary survey is performed, the fifteen cities to be surveyed are as follows:

Chico	Clovis	Davis
Fairfield	Merced	Manteca
Modesto	Redding	Roseville
Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland

8.3 City shall provide a one-time, non-PERS-able payment of $2,300 to each member of this bargaining group who is employed by the City on the date of approval of

this MOU 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 the approval of this MOU by the City Council.

ARTICLE IX - TUITION REIMBURSEMENT

9.1 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 $300.00 per fiscal year, to be paid upon the satisfactory completion of course work. The total monetary benefit shall not exceed the amount listed in the City Policy Manual.

ARTICLE X – DEFERRED COMPENSATION

10.1 The City shall match contributions by bargaining unit members to a deferred compensation program up to a maximum of 3% of the member's salary.

ARTICLE XI - UNIFORM ALLOWANCE

11.1 The City shall, on a one-time basis, provide each present and future employee with three department approved uniform shirts and three pair of department approved uniform pants of a flame retardant fabric. After this initial issue the maintenance and replacement of the uniform is the employee's responsibility.

11.2 The uniform allowance shall be $950 per year, paid quarterly, as part of the last bi-weekly paycheck in the months of March, June, September, and December.

11.3 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 MOU 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 MOU by the City Council. This clause will sunset on December 31, 2014.

ARTICLE XII - WORKERS' COMPENSATION

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

12.2 The City shall implement Article 4850.3 of the Labor Code which provides for advance disability payments prior to receipt of industrial disability retirement allowance to the member.

ARTICLE XIII- BILINGUAL PAY

13.1 Bilingual pay of $150.00 per month shall be paid to all LPF members for speaking Spanish and/or Punjabi, subject to the eligible employee passing a proficiency exam administered and approved by the City.

ARTICLE XIV- LONGEVITY PAY

14.1 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 this Article is limited to employees hired prior to April 18, 2012.

Chapter 2. Leaves

ARTICLE XV- CATASTROPHIC LEAVE

15.1 LPF members shall be covered by and subject to the Citywide Catastrophic Leave Policy set forth in the City's current Administrative Policy Manual.

ARTICLE XVI- HOLIDAYS

16.1 Shift Employees in the LPF shall earn 156 hours of holiday leave per year. In January of each year, every shift employee's holiday account shall be credited with 156 hours. Employees hired mid-year or terminating mid-year shall have holiday hours credited or deducted at the rate of 6.0 hours per pay period.

16.2 A shift employee may opt to schedule 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 use scheduled holidays may at their request and at the sole discretion of the Fire Chief, schedule a day off in lieu of cash payment. Each year, the pay period in which December 1 falls, employees shall be paid for the unused holidays at the straight-time rate as of December 31 of the year in which the holidays were earned.

16.3 Non-shift employees shall observe 9 1/2 fixed holidays per year:

◊ New Year's Day	January 1
◊ Martin Luther King Day	3rd Monday in January
◊ President's Day	3rd Monday in February
◊ Memorial Day	4th Monday in May
◊ Independence Day	July 4
◊ 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 shall 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 shall take off the day preceding or day succeeding the holiday. Floating holidays shall be prorated upon hiring and termination at the rate of one holiday for each three-month period worked.

16.4 Nothing in this MOU is construed to change the manner in which holidays or vacations are scheduled.

16.5 It is mutually agreed that two represented employees per shift shall be allowed to schedule vacations or holiday time. Leave for sickness, injury, or leave for school shall not effect this time off.

ARTICLE XVII - LEAVES OF ABSENCE

17.1 The City and LPF 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.

17.2 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.

17.3 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.

17.4 Firefighters 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.

17. 5 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.

17.6 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 shall vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

ARTICLE XVIII - SICK LEAVE

18.1 Shift employees shall accumulate sick leave with pay at the rate of 5.54 hours per pay period. Employees working a 40-hour week shall earn 3.70 hours per pay period.

18.2 Sick leave accumulated shall be unlimited.

18.3 One working day is defined as 12 work hours (1 duty day) for all LPF personnel working on a shift schedule.

18.4 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 shall be approved in one calendar year.

ARTICLE XIX - VACATION

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

Members of LPF will have the option of cashing out any vacation time in excess of two tours (96 hours) of duty. Members must utilize at least two tours of their vacation time each year. Members shall request a cash out of vacation time between November 1 and November 15 of each year and will receive the payout of vacation time at straight time pay on the first regularly scheduled pay check in December.

Chapter 3. Insurance and Retirement

ARTICLE XX – CHIROPRACTIC INSURANCE

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

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

ARTICLE XXI - DENTAL INSURANCE

21.1 The City shall provide Stanislaus Foundation dental plan or an equivalent level of benefits for the term of this agreement.

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

ARTICLE XXII - MEDICAL INSURANCE

22.1 All employees shall be offered medical insurance for themselves and dependents through CalPERS medical plans. The City shall pay 100% of the premium for the employees' family category (Single, Employee + 1, Family) for the lowest cost HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014.

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

Single	$657.33
EE + 1	$1,314.66
EE + family	$1,709.06

22.2 If an employee is otherwise covered by a medical plan and elects not to be covered by medical insurance through the City of Lodi, an additional:

EE only	$305.22
EE + 1	$532.92
EE + Family	$692.81

will be added to either the employee's deferred compensation account or cash. In order to qualify, proof of group insurance must be provided to the city.

ARTICLE XXIII - RETIREMENT PLAN

23.1 The City 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:

- Public Safety 3% @ 50 plan
- 1959 Survivor benefits - 3rd Level
- Single Highest Year
- Credit for Unused Sick Leave
- Military Service Credit
- Employee shall pay the full employee share of retirement costs to a maximum of 9% of salary

23.2 For employees hired after December 22, 2012 and deemed to be "classic" employees by PERS, the following retirement plan will apply:

- Public Safety 3% @ 55 plan
- 1959 Survivors Benefit – Third Level
- Average of three highest consecutive years
- Credit for Unused Sick Leave
- Military Service Credit
- Employee shall pay the full employee share of retirement costs to a maximum of 9% of salary

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

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

23.4 To the extent permitted by PERS law, the parties intend the following items to be considered PERSable compensation:

- Salary
- Department sanctioned teams
- Education/certification incentives
- Uniform allowance
- Longevity pay
- Bilingual pay
- Holiday pay
- FLSA pay

ARTICLE XXIV - SICK LEAVE CONVERSION

24.1 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 by the City for the employee and if applicable his dependents, subject to the cap shown in Article XXII. 50% of that dollar value shall be placed into a "bank" to be used for medical, dental and vision insurance premiums for the employee and dependent. For each year that an employee has been employed in excess of 10 years, 2 1/2% shall be added to the 50% before valuing the unused sick leave, not to exceed 100% of that dollar value.

For example:

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave. City paid monthly medical insurance premiums are $344.45 for him and his wife.

1800-(1800 x 16 2/3) = 1500 hours
1500÷12 = 125 days x 75% = 93.75
93.75 x $344.45= $ 32,292.19

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

24.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving dependents shall have an interest in one-half the value of the bank as calculated in Section 24.1.

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

Employee's option shall be exercised upon expiration of the City paid coverage.

24.4 In accordance with the sick leave conversion provision outlined in this MOU, a surviving spouse of either an active or retired member may be continued on the medical insurance plan and/or dependent coverage at the appropriate premium for the same period as if the employee had not died.

24.5 An employee eligible for the sick leave conversion program defined in Section 24.1 may choose instead to receive a cash settlement for all or part of unused sick leave at the rate of $.30 on the dollar. Under this provision, the employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current pay rate.

24.6 Out of area retirees may receive reimbursement for insurance premiums up to the City's liability as specified in Section 24.1.

24.7 The City shall modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after December 6, 1995. Reporting of unused sick leave shall be pursuant to PERS regulations on said issue. If an eligible employee opts to utilize the provisions of Section 24.1 the City shall report to PERS they have zero (0) hours of unused sick leave.

ARTICLE XXV- VISION CARE

25.1 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.

Chapter 4. Safety

ARTICLE XXVI - SAFETY COMMITTEE

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

Chapter 5. Work Hours, Schedules, Meals

ARTICLE XXVII- 56-HOUR WORK WEEK

27.1 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.

For purposes of overtime calculations under the FLSA, sick leave, vacation leave, compensatory time, and holiday leave will be considered time worked.

27.2 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.

27. 3 It is agreed that the work schedule of the Fire Inspector and the Administrative Captain 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.

27. 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 shall 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 XXVIII - SHIFT TRADES

28.1 It is mutually agreed that each employee may trade shifts.

A firefighter while on initial probation may initiate shift trades for a hardship, in writing, with approval from their Captain and Battalion Chief. Shift trades for probationary firefighters are acceptable for attendance at approved training classes or seminars only.

28.2 It is expressly understood that shift trades are requested by employees on a voluntary basis and are granted exclusively for employee convenience.

28.3 A shift trade commitment shall be considered the equivalent of the employee's regularly assigned work day. Any member of the bargaining unit who agrees to a shift trade, but fails to report to work the agreed shift without a valid excuse may be

subject to disciplinary action. An employee who agrees to exchange time with another employee and who then fails to report to work the agreed time because of illness, or who reports, but leaves early due to illness, may be required to provide a doctor's note to verify the illness.

28.4 In the event that the person who had agreed to work is unable to do so, he/she shall make the necessary arrangements to fulfill the obligation. This can be accomplished by: trading with another employee meeting the shift trade requirements; forfeiting sick, holiday, compensatory time, or vacation time, whichever is appropriate based on department policy; or injury leave if appropriate.

Chapter 6. Association/City Issues

ARTICLE XXIX - ALCOHOL, SMOKING AND DRUGS

29.1 No member of the Fire Department hired after October 1, 1987 may at any time use any form of tobacco. This prohibition is considered a condition of employment.

29.2 The LPF shall be covered under the *Drug-Free Workplace* policy and procedure. In addition, the LPF shall be covered under the *Drug and Alcohol Testing* policy and procedure with the exception of random testing. (Section 34520(e) of the California Vehicle Code exempts fire employees from the provisions of the Omnibus Transportation Employee Testing Act of 1991.)

29.3 In the event an employee is involved in an accident while operating a City vehicle the employee shall not leave the scene of the accident until a determination for drug and/or alcohol testing has been made by the appropriate supervisor.

29.4 In the event an employee is being referred to drug and/or alcohol testing, the employee shall have the right to representation or a witness. The witness may include an on-duty employee, as long as there is no interference with business necessity.

29.5 Supervisors directing an employee to drug and/or alcohol testing shall document at the time of direction the reason(s) for such determination of the *Reasonable Suspicion Test* form, and present that form to the employee.

29.6 The reporting of prescription medication being taken by an employee to his/her supervisor shall be kept in confidence.

29.7 In the event an employee's locker or storage area is to be searched, the employee shall have the right to representation or a witness. The witness may include an on-duty employee, as long as there is no interference with business necessity.

29.8 If a member of the Fire Department has a drug, tobacco or alcohol problem or dependence, the City shall pay the difference between the employee's insurance and the cost of an appropriate rehabilitation program.

29.9 All supervisory employees, including those in the rank of Fire Captain, shall attend training on making a reasonable suspicion determination of being under the influence of drugs and/or alcohol, and the appropriate referral process. Such training shall be provided by the City of Lodi. Non-supervisory employees may attend the training provided that there is adequate attendance capacity, and that the cost of the training shall be borne by the employee.

ARTICLE XXX - CITY RIGHTS

30.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include, but are not limited to, the exclusive rights:

- ◊ to determine the mission of its constituent departments, commissions and boards;
- ◊ to set standards of service;
- ◊ to determine the procedures and standards of selection for employment;
- ◊ to direct its employees; to maintain the efficiency of governmental operations;
- ◊ to determine the methods, means and personnel by which government operations are to be conducted;
- ◊ to take all necessary actions to carry out its mission in emergencies; and
- ◊ to exercise complete control and discretion and the technology of performing its work.

30.2 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.

30.3 Per Side Letter dated September 14, 2011: The Lodi Professional Firefighters (LPF) recognizes and accepts the City's right to determine the procedures and standards of selection for promotion. This recognition does not preclude the LPF from discussing with the City the LPF's point of view as it relates to the timeliness and necessity of promotions. The merits of each promotion should be discussed by both parties with the intent of reaching an understanding. It is the LPF's contention that economics is one component and should not be the sole deciding factor when determining whether to promote or not. It is through joint discussions that the City and the LPF believe resolution can be found.

ARTICLE XXXI – COMPLETE AGREEMENT

31.1 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.

31.2 Per the Side Letter signed on May 20, 2004: Except as required by operational/or business necessity impacting City employees as a whole, there shall be no changes to the Rules for Personnel Administration during the term of this MOU. This does not prevent the parties from mutually agreeing to meet and confer over proposed changes to the Rules during the term of this MOU.

ARTICLE XXXII - CONCERTED ACTIVITIES

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

ARTICLE XXXIII - EMPLOYEE REPRESENTATION

33.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Professional Firefighters (hereinafter referred to as "LPF").

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU.

The terms and conditions of this MOU are applicable to those employees in those positions represented by the LPF of the City of Lodi, i.e., Firefighter I, Firefighter II, Fire Engineer, Fire Captain, and Fire Inspector. It is mutually agreed that wages, hours, and other terms and conditions of employment of such employees shall be as hereinafter set forth. Except as specifically stated in this Memorandum, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

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

33.2 The City and the LPF mutually agree that the City shall grant dues deduction to City employees who are members of the LPF 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 LPF 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 LPF shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

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

33.3 LPF shall maintain exclusive representation rights during the term of this MOU. Every employee covered by this MOU who is a member of LPF twenty (20) days after the signing of this MOU shall, as a condition of employment, maintain his or her membership in good standing in accordance with the Constitution and Bylaws of the LPF during the term of this agreement.

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

33.5 The City shall make available a period of one hour to the LPF 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.

33.6 The City and LPF agree and understand that if any section of this MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity shall be resolved in favor of the MOU language. If the MOU is silent on an issue, the current applicable document (i.e. policy manual) is controlling.

33.7 Beginning January 1, 2014, and each January 1 thereafter, the Lodi Professional Firefighters Association will notify the City of the hours to be deducted from each member's last pay check in February (not to exceed 10 hours annually) for the Union Leave Bank. The hours will be deducted from the employee's holiday leave bank. Requests to use another leave bank must be submitted to payroll two (2) weeks prior to the deduction date. Union Leave Bank hours may not exceed more than 600 hours on a yearly basis. The President of the Lodi Professional Firefighters shall designate members that can use the hours. Hours may be donated from member's vacation leave, holiday leave or compensatory time off. The Union Leave Bank shall be charged an equivalent amount of time required to cover the absence of the member utilizing the LPF bank, including any overtime required to cover the shift.

ARTICLE XXXIV - GRIEVANCE PROCEDURE

34.1 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 LPF 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 closures.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPF involving the interpretation, application, or enforcement of the express terms of this MOU and other express written terms and conditions of employment or clear past practices.

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

Matters of discipline are to be handled exclusively in accordance with the provisions of section 34.4.

34.2 INFORMAL PROCEDURE

The informal procedure must be used as an initial step in all grievances. 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. The employee or his/her representative shall state the nature of the grievance and any pertinent information required for the supervisor to sufficiently investigate the incident and resolve the grievance. Should the immediate supervisor be unable to make a satisfactory adjustment, the employee or their representative may seek adjustment through verbal contact to the next higher level of supervision up to and including the Fire 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.

In matters involving disputes between two employees (including personality conflicts between and employee and his/her supervisor), the two employees should meet in an attempt to resolve their differences. If they cannot resolve the issues between themselves, the complaint procedure outlined in the Lodi Fire Department Policy Manual shall be used as the Informal Grievance Procedure.

Should the employee progress through the above steps and find that the Fire 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.

34.3 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. Initiation of the formal grievance procedure requires that the grievance be submitted in writing. The steps of the Formal Grievance Procedure are as follows:

Step A. Class Action Grievances or a Lodi Fire Department Grievance Form is filed with the Fire Chief. If satisfactory adjustment is not attained the employee or his/her representative may proceed to Step B within ten (10) working days.

Step B. Class Action Grievances or A Lodi Fire Department Grievance Form is filed with the City Manager. The City Manager or designee shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee or his representative may proceed to Step C within ten (10) working days.

Step C If the grievance is not resolved by the City Manager or designee, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified by the grievant or his/her representative within fifteen (15) working days following the City Manager's decision.

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

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

1. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.

2. Both parties and the arbitrator may tape record the hearing.

3. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

4. The parties may agree to prepare a joint letter submitting the issue(s) in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.

5. The strict rules of evidence are not applicable but shall be of a type or kind relied upon by prudent people in the conduct of serious business and the hearing shall be informal.

6. The parties have the right to present and cross examine witnesses issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
7. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.

8. The arbitrator may exclude witnesses and observers from the hearing at his or her discretion.

9. The arbitration hearing shall 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 shall 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.

If the City believes that the matter is not arbitrable and/or not grievable, the matter shall be bifurcated. The parties shall select an arbitrator to hear the issue of arbitrability only. In the event that the arbitrator determines the matter to be arbitrable, the parties shall select a second arbitrator to hear 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 arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant shall not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of these paragraphs to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

Allegedly discriminatory acts by the city may be addressed through the judicial system, DFEH, EEOC, and/or the City's internal complaint procedure system as provided by law. Allegedly discriminatory acts are not subject to this procedure.

34.4 GRIEVANCE INVOLVING A DISCIPLINARY ACTION

This section sets forth the exclusive means for grieving disciplinary actions in the form of a written reprimand, demotion, suspension or dismissal. In the event the

employee wishes to challenge the City Manager's final decision on such discipline, the employee shall appeal the decision to binding arbitration, commencing with Step C of Article 34.3 of this MOU. All other, lesser forms of discipline shall be reviewable by the Fire Chief without a further right of appeal.

ARTICLE XXXV - LAYOFF PROCEDURE

35.1 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 shall be counted at a lower level for purposes of determining order of layoff.

ARTICLE XXXVI - PHYSICAL FITNESS

36.1 It is agreed that the physical fitness program shall be continued and shall 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 shall 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 shall 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 shall be mandatory for all employees in the bargaining unit.

2. The program shall be scheduled as a high priority item and work out times shall normally be available between 0800 and 1700 hours excluding lunch period and breaks. The City shall provide adequate equipment to carry out the intent of the program.

3. The equipment used for this program is not to be used by anyone other than City of Lodi Fire personnel.

4. Confidentiality of records shall be maintained for the protection of the employees.

ARTICLE XXXVII - PROBATION

37.1 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.

37.2 Employees on initial probation may not utilize vacation accruals.

37.3 Probationary releases are appealable only to the extent required by law.

ARTICLE XXXVIII - SEVERABILITY

38.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

ARTICLE XXXIX – MISCELLANEOUS

39.1 LPF and the City of Lodi will meet and confer on entry level minimum qualifications.

SCHEDULE A

LPF Positions

Effective January 1, 2014

Occupation Title	Step A	Step B	Step C	Step D	Step E
Fire Captain	6285.73	6600.02	6930.02	7276.52	7640.34
Fire Engineer	5429.86	5701.35	5986.42	6285.74	6600.02
Fire Fighter I	4254.43				
Fire Fighter II	4690.47	4924.99	5171.24	5429.81	5701.30
Fire Inspector	5701.35	5986.42	6285.74	6600.02	6930.03

LODI PROFESSIONAL FIREFIGHTERS

Brad Doell, Fire Captain

Date:_____

Oscar Picazo, Fire Engineer

Date: _____

Paul Alvarez, Fire Engineer

Date:_____

William Broderick, Fire Captain

Date: _____

CITY OF LODI
A MUNICIPAL CORPORATION

Stephen Schwabauer, Interim City Manager

Date:_____

Jordan Ayers, Deputy City Manager

Date:_____

APPROVED AS TO FORM:

Janice Magdich, Interim City Attorney