RESOLUTION NO. 2008-245

Adopted by the Sacramento City Council

April 29, 2008

ADOPTION OF THE LABOR AGREEMENT IN THE FIRE DEPARTMENT UNIT

BACKGROUND

A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with Sacramento Area Fire Fighters Local 522 which is the recognized employee organization for employees in the Fire Department Unit. After 18 months of negotiations on the successor Agreement to the current contract which expires on June 21, 2008, a tentative agreement has been reached.

B. The parties have reached an agreement on the terms and conditions of employment for employees included in the Agreement dated April xx, 2008, which is attached as Exhibit A.

C. The terms of the Agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City and the community by continuing positive labor relations.

D. The general fund budget cost of the 20 month Agreement is $14.9 million, of which $7 million is included in the proposed budget, $4.5 million is from the reserve and $3.4 million is from the Advanced Life Support Fund in the Fire Department budget.

E. The Agreement will continue through January 2, 2010, in close proximity to the remaining Agreements with all other recognized employee organizations which expire on June 19, 2010.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Labor Agreement covering the Fire Department Unit is adopted effective April 29, 2008 and the Director of Labor Relations is authorized to execute the Agreement.

Section 2. The Fiscal Year 2007-2008 Budget is amended to implement the labor costs included in the Agreement.

Table of Contents:

Exhibit A:The 2008-2010 Labor Agreement Covering the Fire Department Unit – 82 pages
Exhibit B: Salary Schedules – 6 pages

Adopted by the City of Sacramento City Council on April 29, 2008 by the following vote:

Ayes: Councilmembers Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Cohn.

Heather Fargo

Mayor Heather Fargo

Attest:

Shirley Concolino

Shirley Concolino, City Clerk

AGREEMENT

BETWEEN

SACRAMENTO FIRE FIGHTERS UNION, LOCAL 522
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

AND

CITY OF SACRAMENTO

2008 - 2010

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and SACRAMENTO AREA FIRE FIGHTERS, LOCAL 522, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours, and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Fire Department Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting any election pursuant to the City's Employer-Employee Relations Policy.

ARTICLE 2 – PREVAILING RIGHTS

2.1 PREVAILING RIGHTS

a. The parties agree that this Agreement constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as mutually agreed upon herein, or as otherwise mutually agreed upon, whether included in this Agreement or not.

b. The City reserves the right to make organizational changes with notification to the Union. If the result of such changes affects wages, hours and/or conditions of employment, the City agrees to meet and confer regarding the impact of such changes.

c. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated here shall be binding on any of the parties hereto.

d. If any provision of this Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Agreement shall not be affected thereby.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive rights, among others, provided by and in accordance with and subject to applicable laws, civil service, City Charter and other regulations, and the provisions of this Agreement, including the grievance procedure herein: (a) to direct employees of the Fire Department; (b) to hire, promote, transfer and assign employees in positions within the Department consistent with applicable classification specifications; (c) to dismiss employees because of lack of work or for other reasonable and just cause; (d) to reprimand, demote, suspend or discharge employees for proper cause; (e) to determine the mission of the Department, its budget, its organization, the number of employees, and the methods and technology of performing its work; and (f) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – UNION AND EMPLOYEE RIGHTS

4.1 USE OF OFFICIAL CITY PAID TIME FOR CONDUCTING ACTIVITIES OF INTEREST TO UNION

a. Time Off to Participate in Scheduled Meeting and Conferring Sessions With City Management Representatives

In accordance with California Government Code 3505.3, and Article VI of the City's Employer-Employee Relations Policy, the Union's duly designated "meet and confer" representatives shall be released from their duty assignments without loss of pay or other employment benefits, and without the obligation to furnish replacement personnel, in order to attend such scheduled "meet and confer" sessions with the City's management representatives.

b. Union Time Off at City Expense

Effective April 29, 2008, the Union shall be provided a "pool" of up to four thousand (4,000) hours per fiscal year for participating in activities not prohibited by law subject to the following conditions and limitations:

(1) Such time off may be utilized by employees who are members of the Union.

(2) There shall be no limitation on the number of hours that may be used by one person nor on the times during which these hours may be used.

(3) Employees shall no later than twenty-four (24) hours before the use of pool hours notify the Fire Chief or his designated representative in writing thereof.

(4) The members of the Union using such time shall charge their downtime to Cost Center 8132.

(5) Should the Union exceed the four thousand (4,000) allowable under Cost Center hours, the Union shall reimburse the City no later than the 10th day following the completion of the bi-weekly payroll period in which time is used for all hours away from the job on Union business, at the rate of 1.30 times the employee's regular bi-weekly hourly rate of pay for such hours.

c. Time Off for Principal Executive Officer of IAFF #522

In addition to the provision previously set forth in this Article, the City agrees to allow the Principal Executive Officer of IAFF #522 unlimited shift trades with unlimited waivers by members so trading. In connection with shift repayments and waivers for the Principal Executive Officer time, the Union hereby agrees to indemnify, defend and hold the City and its agents harmless for liability, suits, and costs incident to such replacement and waiver to the extent authorized by law.

(1) The employee shall no later than twenty-four (24) hours before the use of such time notify the Fire Chief or his designated representative thereof.

(2) Time traded shall be in increments of a minimum of twenty-four (24) hours.

(3) This Article shall not apply to any employee serving a probationary period. Said employee shall have permanent status in either of the following ranks: Firefighter, Fire Prevention Officer I and II, Senior Fire Prevention Officer, Fire Investigator I and II, Fire Engineer or Fire Captain.

4.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Union for: (1) the normal and regular monthly Union membership dues; (2) monthly insurance premiums for plans sponsored by the City or the Union, not to exceed three (3) insurance deductions per member; and (3) charitable contributions for the Firefighters Burn Institute.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. (Refer to Exhibits B-1 and B-2.) Any changes or modifications shall be agreed upon between the City and the Union.

(2) Such deductions shall be made only upon submission to the Benefits Division, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union.

(3) The Union will be responsible for submitting to the Benefits Division the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.

(4) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the Union.

(5) The City will remit to the Union a check for all of the deductions.

4.3 BI-WEEKLY WARRANTS AND DEDUCTIONS

a. Except for payroll deductions requested by the employee in writing and duly authorized by the City as hereinafter provided, or required to be deducted by law or court order, the employee's entire pay warrant shall be made payable to the employee.

b. Salaries shall be paid on a bi-weekly basis. No changes in the specific bi-weekly period or the corresponding payday now in effect shall be instituted by the City without first meeting and conferring with the Union.

c. Changes in salary shall be reflected in the second regularly-issued pay warrant following the effective date of the change.

d. The City shall mail the pay warrant to an employee if the employee (1) submits to the designated Fire Department payroll clerk in writing a signed request to the effect which shall include the following statement: "I hereby indemnify and hold the City, its officers, agents and employees harmless against any claim made or any loss or liability I or others incur on account of this request"; and (2) the employee provides the payroll clerk with a stamped, self-addressed 9-1/2 x 4 inch envelope in which to mail the pay warrant.

4.4 BULLETIN BOARDS

The Union may, at its own expense, place one bulletin board not to exceed approximately 2' x 3' in size, in each fire station for the purpose of communicating normal and usual Union business to the membership. Specific placement of such boards within a station shall be subject to the approval of the Fire Chief. The officially designated Union representative in each station shall be responsible for maintaining such board. The Fire Chief reserves the right to prohibit the posting, and order the removal of, material that he reasonably concludes will be disruptive of the operations of the Fire Department. Claims of arbitrariness on his part in this regard shall fall under the grievance procedure

hereinafter provided. The Union will keep the Fire Chief notified in writing of the names of its designated representatives in each station.

4.5 COMMUNICATION SYSTEM ANNOUNCEMENTS

Announcements of Union meetings and official business will be allowed over the communication system of the Fire Department. Such announcements will be held to a minimum and preferably made at noontime. Requests for such announcements will be made with ample time in writing to the Director of Communications. If time is a factor, requests may be made orally.

4.6 AGENCY SHOP

a. General

As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment. The inclusion of the classifications of Fire Captain, Fire Investigator II, and Senior Fire Prevention Officer under this Section shall not be presented as evidence by either party in any future unit determination dispute before a neutral administrative body, an arbitrator, or a court of competent jurisdiction.

The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a

condition of continued employment. Such an employee shall be required as a condition of continued employment, in-lieu-of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

United Way
Combined Health Agencies Drive
Firefighters Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding Principal Officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change in Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in-lieu-of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in-lieu-of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

> "The Union certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

ARTICLE 5 – GRIEVANCE PROCEDURE

The parties agree to implement the following grievance arbitration procedure:

5.1 PURPOSE

a. This grievance arbitration procedure shall be the exclusive process to resolve grievances as that term is defined under subsection (a) of Section 5.2 below.

b. The purposes of this procedure are:

(1) To resolve grievances informally at the lowest possible level.

(2) To provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a disagreement between the City and the Union, regarding the interpretation, application or enforcement of the express terms of this Agreement, or such provisions of the City's ordinances, resolutions and Civil Service Rules, and such directives of the Fire Department, as fall within the scope of representation, except to the extent that the City Charter vests jurisdiction elsewhere, in which event only such Charter-provided procedure may be used; and provided that disputes as to whether a matter is subject to this procedure shall not be determined pursuant to the provisions of this procedure.

b. As used in this procedure the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the Union, the City or their authorized representatives.

5.3 TIME LIMITS

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

5.4 PRESENTATION

An employee and/or the Union representatives, may present a grievance while on duty, provided such use of on-duty time shall be kept to a reasonable minimum.

5.5 EMPLOYEE RIGHTS

The employee retains all rights conferred by Sections 3500 et seq., of the Government Code or Civil Service Rules and Regulations of the City unless waived by such employee.

5.6 APPLICATION

Grievances as defined in Section 5.2 shall be brought through this procedure unless the City Charter vests jurisdiction elsewhere.

5.7 INFORMAL DISCUSSION

The grievance initially shall be personally discussed between the grievant and his/her immediate supervisor. The grievant may have in attendance, and be represented by, the Union representative. Within seven (7) calendar days, the immediate supervisor shall give his/her decision or response.

5.8 FORMAL GRIEVANCE - STEP 1

If after discussions with the immediate supervisor, the grievant does not feel the grievance has been properly adjusted, the grievance may be reduced to writing, on the prescribed form. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement, or such City ordinances, Resolutions, Civil Service Rules and such Fire Department directives that apply as applicable under Section 5.2(a) above.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grievant, the date and time of presentation affixed thereto, and signed as received by the Fire Assistant Chief in charge of Human Resources. If the grievant is to be represented by the Union, the President of the Union or his designee shall also sign the grievance form to substantiate acceptance of such representation.

d. The Fire Assistant Chief shall assign the first level review to the employee's Fire Battalion Chief, who will give his/her answer in writing to the grievance within seven (7) calendar days from the time he/she received the grievance in writing. The written statement shall include:

(1) A statement of the Fire Battalion Chief's position and the facts upon which it is based.

(2) The remedy or correction which has been offered, if any.

5.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within seven (7) calendar days to the Fire Chief, or his designee. The hearing of the grievance will be held within seven (7) calendar days of the second step appeal. The grievant may be represented by the Union representative. The grievant, the Union representative, and designated Department representative will meet in an effort to settle the matter.

b. Within fourteen (14) calendar days of the second step hearing, the Fire Chief, or his designee, shall respond in writing to the grievant.

c. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) calendar days to the City's Office of Labor Relations.

5.10 FORMAL GRIEVANCE - STEP 3

a. The Union's representative and the designated representative of the City's Office of Labor Relations will meet to hear a grievance appealed to the third step. A grievance appealed to the third step of the grievance procedure shall be heard within fourteen (14) calendar days after the appeal to the third step of the grievance procedure.

b. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.11 ARBITRATION - STEP 4

a. If the City's designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer matters to binding arbitration. Such referral shall be made by written demand submitted to the Office of Labor Relations within fourteen (14) calendar days of receipt of the third step answer.

b. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

c. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the American Arbitration Association, or the State Mediation and Conciliation Service, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

d. It is understood that the arbitrator will only interpret this Agreement or documents as cited in Section 5.2(a) above, and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and grievant.

e. All fees and costs of the arbitrator and court reporter, if any, will be borne equally by the parties.

f. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

g. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the thirty (30) day time limit for filing grievance may be extended.

h. If the City does not meet time limits, the Union may process the grievance to the third step of the grievance procedure, and a hearing will be held within seven (7) calendar days. If no answer to a third step grievance is forthcoming within the appropriate time limits and no mutual agreement to extend the time limits in writing has been made, then the grievance will be granted in favor of the Union at the third step.

5.12 GENERAL

a. The Union representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

b. At each step of the formal grievance procedure, a copy of the written decision shall be sent to the Union or other authorized representative at the same time as the decision is sent to the grievant.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 2008-2009 SALARIES

Except as provided herein, effective June 21, 2008, the current salary ranges in terms of bi-weekly rates of pay for classifications represented by this Agreement shall be increased by five percent (5%), and are set forth in Exhibit A-1.

6.2 EQUITY ADJUSTMENTS

Effective June 21, 2008, the salary for the classifications listed below shall be adjusted as follows:

Fire Engineer	2%
Fire Captain	2%
Fire Investigator I/II	2%

6.3 2009-2010 SALARIES

Effective June 20, 2009, except as provided herein, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A-2.

ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 6/A, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours or 1,456 hours for suppression) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours or 2,912 for suppression) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays (four (4) shifts for suppression) shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days or four (4) shifts, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than Step 10/E may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

(4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the appointing authority. Employees in the civil service who are denied advancement, or who are

reduced in grade, shall have the right to appeal to the Civil Service Board in accordance with its rules and regulations. (This subsection shall not apply to non-career employees.)

c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date of the salary step increase is July 5, 1986, because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the

eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks

(5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step five percent (5%) or Step 6/A, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

b. Movement to Another Position in the Same Classification or to a Classification With the Same Salary Range

When an employee moves to another position in the same classification or to another classification with the same salary range, the employee shall maintain the same salary and same anniversary date.

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of each employee in the classification shall be adjusted to the step in the new range which corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

7.6 RATES HIGHER THAN STEP 10/E (Y-RATE)

Whenever the salary of an employee exceeds Step 10/E of the salary range established for a classification, such salary shall be designated as a "Y-rate". During such time as an employee's salary remains above the Step 10/E, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate", and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. In the event an employee is "Y-rated" below Step 10/E, as applicable, the employee shall be permitted to advance to the maximum step of the original range.

7.7 LONGEVITY PAY

a. Employee Eligibility

For the purpose of determining the year of employee eligibility for longevity pay as provided under Section 108 of the City Charter, only continuous full-time service shall be considered.

(1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.

(2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.

(3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.

(4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.

(5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.

(6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

Once it has been determined that an employee is eligible for longevity pay, he/she shall receive the allowance as prescribed.

(1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.

(2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the pro rata portion of longevity pay from the date of return.

(3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.

(4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.

(5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

ARTICLE 8 – HEALTH AND WELFARE

8.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then through the IRS Section 125 Plan toward premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee; and union-sponsored short-term disability, long-term disability, cancer, health, dental and accidental death and dismemberment insurance. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one or more hours of salary. Employees who are paid less than one hour salary per payday may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts. Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid (89.6 hours for suppression) = 100% contribution; 40-63.9 hours paid (56-89.5 hours for suppression) = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours (fifty-six (56) for suppression) of work on each payday. If the employee fails to be paid for the minimum forty (40) hours (fifty-six (56) hours for suppression) necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans

which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For a full-time employee enrolled in a City-sponsored health plan for employee only, the City contribution shall be as follows:

Effective January 1, 2008, the City contribution shall be up to $460 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be as follows:

(1) Effective January 1, 2008, the City contribution shall be up to $730 per month.

(2) Effective January 1, 2009, the City contribution shall be up to $800 per month.

(3) Effective January 1, 2010, the City contribution shall be up to $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be as follows:

(1) Effective January 1, 2008, the City contribution shall be up to $920 per month.

(2) Effective January 1, 2009, the City contribution shall be up to $1,050 per month.

(3) Effective January 1, 2010, the City contribution shall be up to $1,200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

8.4 COVERED DEPENDENTS

a. An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent's home, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

8.5 CASH-BACK LIMITS

The cash-back of City dollars from the IRS Section 125 Plan shall be limited to career employees as follows:

Effective January 1, 2008, the cash back for any employee waiving health insurance shall be $200 per month.

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $15,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in Section 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $35,000 City-sponsored term life insurance.

8.7 UNION REPORTING

The Union agrees to furnish to the City, on request, information on each employee's enrollment in union-sponsored insurance to which the City contribution under Section 8.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.

8.8 FLEXIBLE SPENDING ACCOUNTS

The City shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:

a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;

b. Unreimbursed health care expenses up to $4,800 per plan year effective each January 1; and

c. Dependent care reimbursement.

Administrative costs shall be paid by the employees participating in Sections 8.8(b) and 8.8(c).

8.9 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City-paid health insurance contributions and dental insurance benefits under the following provisions:

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Retirees shall be eligible to receive the total of the lowest cost health plan for one, the lowest cost dental plan and twenty-five dollars ($25).

b. Employees Retiring on or After July 1, 1992

For employees retiring on or after July 1, 1992, the following terms apply:

(1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service, ordinary disability retirement, or deferred retirement, and age 50.

(2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.

(3) The City's contribution for health insurance shall be as follows:

(a) Employees with a minimum ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (b) above.

(b) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in (b) above.

(4) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

c. Industrial Disabled or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivors will be entitled to one hundred percent (100%) of the City-paid health insurance contribution and dental benefits for retirees regardless of years of service.

d. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount as the employee was eligible to at the time of death.

e. Medicare Supplement

In order to maintain eligibility for the City-paid retiree health insurance contribution, each eligible retiree and dependent shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.

8.10 RETIREES HEALTH SAVINGS ACCOUNTS

The City will establish Retiree Health Savings Accounts pursuant to Internal Revenue Service Code Section 125 as soon as practicable. Employees may contribute to the accounts as provided by law.

ARTICLE 9 – WORKING CONDITIONS FOR FIRE SUPPRESSION PERSONNEL

9.1 DAILY HOUR VALUE

a. The hour value of a leave day for vacation, sick leave or other leave shall be determined by dividing the average number of regularly-scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly hour schedules to the 5 day-40 hour per week employee. The value of an hour for the 5 day/40 hour schedule shall be 1.4 and a day shall be 11.2 hours. The value of an hour for the 4 day/10 hour schedule shall be 1.4 and a day shall be 14 hours.

b. The daily hour value shall apply to overtime worked on the administrative 5/8 or 4/10 schedule, but shall not apply to suppression schedule hours or overtime hours worked.

9.2 WEEKLY ANNUAL REPORT

It is agreed that the gross annual hours for Firefighters, Fire Engineers and Fire Captains assigned to the fire duty schedule shall be 2,912 hours (56 hours per week times 52 weeks) for each fiscal year.

9.3 HOLIDAYS

a. Firefighters, Fire Engineers and Fire Captains who are assigned to the fire suppression schedule shall receive fourteen (14) holidays per calendar year (14 holidays times 11 hours and 12 minutes per holiday equals 156 hours and 48 minutes). Holiday hours will be credited and/or paid off over twenty-four (24) bi-weekly pay periods.

b. The one hundred fifty six (156) hours and forty-eight (48) minutes of holiday hours shall be credited to each employee in equal bi-weekly accruals of six (6) hours and thirty-two (32) minutes.

c. After twenty-four (24) hours of holiday hours have accrued, the remaining one hundred thirty two (132) hours and forty-eight (48) minutes shall be paid off in equal bi-weekly payments over the remaining applicable pay periods.

d. Holiday hours shall be credited to an employee's leave accrual bank provided the employee is in paid status.

e. Employees who are hired into a classification listed in (a) above anytime after the first pay period of each calendar year, shall accrue less than the total of one hundred fifty six (156) hours and forty-eight (48) minutes of holiday hours, but will be credited with six (6) hours and thirty-two (32) minutes each applicable pay period. Twenty-four (24) hours of holiday hours will be reserved before employees begin receiving pay for the remaining holiday hours.

f. Holiday hours shall be used to offset vacation time off as follows:

(1) Employees earning 10 vacation days per year: Holiday Earned = 1:36/shift

(2) Employees earning 15 vacation days per year: Holiday Earned = 3:00/shift

(3) Employees earning 20 vacation days per year: Holiday Earned = 1:36/shift

(4) Employees earning 20 vacation days per year and who sell back 1 week in lieu of vacation: Holiday Earned = 3:00/shift

9.4 SCHEDULE AND HOURS

a. Under the existing duty schedule, Firefighters, Fire Engineers and Fire Captains report for duty at 8:00 a.m., and go off duty at 8:00 a.m. the following morning, and are scheduled to be on duty four (4) 24-hour periods and off-duty eight (8) 24-hour periods in a 12-day cycle. The duty schedule is as follows:

"X" denotes work day or duty shift

"O" denotes day off or shift off duty

X-X-O-O-O-O-X-X-O-O-O-O

b. Computer time cards will correctly reflect the above work schedule of the said shift employees commencing with the first pay period that begins after the effective date hereof. Example: A twenty-four (24) hour shift beginning at 8:00 a.m. on a Monday and ending at 8:00 a.m. on a Tuesday will show sixteen (16) hours on-duty time on Monday and eight (8) hours on-duty time on Tuesday.

c. The basic daily work schedule shall be from 8:00 a.m. – 5:00 p.m. However, it is recognized that department operations and training needs may require schedules other than 8:00 a.m. – 5:00 p.m. Where possible and feasible all training and work of a non-emergency nature will be performed between the hours of 8:00 a.m. – 5:00 p.m. and will conform to the job classification specifications as defined by Civil Service Board Rules and Regulations.

ARTICLE 10 – WORKING CONDITIONS FOR FIRE PREVENTION PERSONNEL

This Article, unless a classification is not referred to or specifically excluded, applies to the classifications of Fire Investigator I and II, Senior Fire Prevention Officer, Fire Prevention Officer I and II, and Fire Prevention Officer Trainee.

10.1 FIRE PREVENTION OFFICERS

This Section applies to the Senior Fire Prevention Officer, Fire Prevention Officer Trainee, and Fire Prevention Officer I and II classifications in the Fire Department.

a. Workweek

The workweek for employees covered by this Section shall begin at 12:01 a.m., Saturday and end at 12:00 Midnight the following Friday. The employees' workweek shall consist of eight (8) consecutive hours per day for five (5) consecutive days for a total of forty (40) hours.

b. Shift Differential

(1) Employees covered by this Section, who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees, who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

(2) An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

c. Vacation Administration

The maximum number of Fire Prevention Officer I/II's scheduled to be on vacation each working day shall not exceed two (2). Effective January 1 in the fiscal year when the number of budgeted Fire Prevention Officer I/II positions reaches twelve (12), the maximum number of Fire Prevention Officer I/II's to be on vacation each working day shall not exceed three (3). Thereafter, for each increase of four (4) budgeted Fire

Prevention Officer I/II positions beyond twelve (12) in a fiscal year, the maximum number of Fire Prevention Officer I/II's permitted to be on vacation each working day beginning January 1 of that fiscal year shall be increased by one.

d. An alternative workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period shall be established for Fire Prevention Officers. Management retains the right to determine days off on the schedule and agrees to discuss the schedule with the Union thirty (30) days in advance of changes to the 9-80 workweek schedule. Management reserves the right to discontinue such schedule upon thirty (30) days notice if after joint review and concurrence it is determined that staffing, workload, or services are impaired.

10.2 FIRE INVESTIGATOR I

This Section shall apply only to the Fire Investigator I.

a. Work Schedule

(1) The work schedule for Fire Investigator I shall consist of rotating 12-hour day and night shifts and 24-hour shifts as follows:

Work Schedule	S M T W T F S	S M T W T F S	S M T W T F S
1	N X D T X X X	X N X D T X X	X X N X D T X
2	D T X X X X N	X D T X X X X	N X D T X X X
3	X X X N X D T	X X X X N X D	T X X X X N X
4	X X X X N X D	T X X X X N X	D T X X X X N

T = 24 Hour Shift
D = Day Shift
N = Night Shift
X = Day Off

(2) The Fire Investigator I shall rotate in consecutive order of Schedule 1, 2, 3, and 4.

(3) The 12-hour and 24-hour work shifts shall be considered regular work hours paid at straight time.

b. Holidays

(1) It is agreed that Fire Investigators I shall receive fourteen (14) holidays per year.

(2) There shall be 112 (14 x 8.0) holiday hours paid in cash in twenty-four (24) bi-weekly increments of 4 hours and 40 minutes.

c. Vacation Credit

Vacation credit shall be taken in the calendar year following the calendar year in which it is earned.

d. Vacation Administration

The vacation schedule shall operate on straight seniority based on the date the employee entered the Fire Department. The employee will select either his/her vacation or his/her splits the first time around. After the complete list has been gone through, then the second and third choice will be made under the same procedures.

e. Shift Trades

Shift trades may be permitted at the discretion of the Fire Marshal.

10.3 FIRE INVESTIGATOR II

Workweek

The workweek for employees covered by this Section shall begin at 12:01 a.m., Saturday and end at 12:00 Midnight the following Friday. The employees' workweek shall consist of eight (8) consecutive hours per day for five (5) consecutive days for a total of forty (40) hours.

10.4 OVERTIME COMPENSATION

a. The City agrees that it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of a regular work shift, or on scheduled days off, or on a recognized holiday, such work time shall be compensated as overtime. The Fire Investigator I shall not receive overtime on a recognized holiday.

b. Overtime shall be paid in cash, except an employee may request compensating time off (CTO) as the method of payment. The City reserves the right to deny the CTO request.

c. Both the cash payment and the CTO shall be computed at the rate of time and one-half the number of overtime hours worked. Any CTO must be approved by the Fire Marshal.

d. Employees may accrue up to eighty (80) hours of CTO up to the last pay period in June of each year. All CTO not used by this time will be paid to the employee. Any hours of CTO not used by this time will be paid in cash. This cash payment will be included in the second paycheck in July.

10.5 HOLIDAY BENEFIT

a. Except for the Fire Investigator I, the following shall be the recognized holidays for employees covered by this Article:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, or CTO shall be considered hours worked for the purpose of holiday pay eligibility.

c. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.

d. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

e. Floating Holidays

(1) Accrual

In addition to the recognized holidays provided in Section 10.5(a) above, an employee hired shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis at the rate of forty (40) minutes per pay period for twenty-four (24) pay periods per year. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one or more hours of salary.

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(b) An employee may carry-over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hours carry-over, all accumulated floating holiday hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

(c) An employee who leaves City employment or who has been granted a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

10.6 VACANCIES

a. When the Fire Marshal is absent, and with the approval of the Fire Chief, if a Fire Investigator II is assigned to, and performs substantially all of the administrative and other responsibilities of the Fire Marshal, and does so for a minimum of two (2) consecutive hours, the Fire Investigator II working out-of-classification will be entitled to out-of-classification compensation as per Section 17.1 of this Agreement.

b. When a temporary vacancy exists in the position of Fire Investigator II and Fire Investigator I is assigned to, and performs substantially all of the administrative and other responsibilities of the Fire Investigator II and does so for a minimum of two (2) consecutive hours, the Fire Investigator I working out-of-classification will be entitled to out-of-classification compensation as per Section 17.1 of this Agreement.

c. When a temporary vacancy exists in the position of Senior Fire Prevention Officer and a Fire Prevention Officer I/II is assigned to, and performs substantially all of the administrative and other responsibilities of the Senior Fire Prevention Officer and does so for a minimum of two (2) consecutive hours, the Fire Prevention Officer I/II working out-of-classification will be entitled to out-of-classification compensation as per Section 17.1 of this Agreement.

d. When a vacancy occurs within a job assignment due to expansion, retirement, death, removal, resignation, promotion, or demotion, such job assignment shall be subject to bid by members in the Fire Prevention Bureau under the same provision expressed in Section 20.1 of this Agreement.

10.7 MEAL TIME (8-HOUR DAY)

a. Time allocated for meals will be uninterrupted. Every employee will have a regular unpaid meal period of one hour which shall be scheduled generally in the middle of the work shift.

b. In the event the meal period is interrupted for Fire Department business, at the option of the employee, approved by the Fire Marshal, the employee shall be:

(1) paid time and one-half for the entire meal period;

(2) given an alternate meal period;

(3) allowed to leave the shift early.

10.8 LOCKERS

Except for Fire Prevention Officer classifications, clothes lockers will be provided for turnout gear.

10.9 COVERALLS

Except for Fire Prevention Officer classifications, the City shall provide one pair of coveralls to employees. The employees shall be responsible for cleaning and maintaining these coveralls.

10.10 SAFETY SHOES

a. For Fire Prevention Officers, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of $125.00 per pair, or up to a maximum of $175.00 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed employees may purchase and request to be reimbursed for two pairs of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

b. The City maintains the right to specify the type of required safety shoe.

c. The City shall seek to contract for provision of safety shoes consistent with current Fire practice and the limitations provided herein.

10.11 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide program.

ARTICLE 11 – ROLL CALL AND CALL-BACK

11.1 ROLL CALL PREAMBLE

Roll Call is designed to facilitate staffing for Fire Suppression, Advanced Life Support (ALS) services, and specialty assignments. To that end, the process requires early assignment to vacancies and limits changes once assignments are made. Vacancies will be filled as early as possible to avoid hold-overs and unnecessary moves. The priority is to fill specialty assignments first.

11.2 PROJECTED VACANCIES

a. All projected full shift and partial shift vacancies created by absences of employees that have been scheduled in advance shall be filled in advance of the shift on which the absence is to occur.

b. Projected and unprojected vacancies will be filled consistent with the roll call protocol.

c. All unfilled projected vacancies will be filled from the Mandatory List prior to the on-duty callback shift being relieved.

11.3 MAXIMUM WORK PERIODS

Employees may work up to a maximum of forty-eight (48) hours without a break in service. Upon reaching the maximum allowable work period, employees shall be required to remain off-duty for a minimum of twelve (12) hours before being assigned to duty.

11.4 AMBULANCE VACANCIES

a. Firefighter paramedics assigned to the medic rotation, while on ambulance rotation, shall only shift trade with other Firefighters able to fill the ambulance position. Firefighter paramedics assigned to the medic rotation, while on ambulance rotation, are not eligible for HAZMAT or acting assignments.

b. Flex Medic Unit(s) shall be staffed by utilizing an available paramedic(s) or a paramedic and EMT who are unassigned after minimum staffing has been completed. Thereafter, the procedures for overtime callback apply.

11.5 OVERTIME AND CALL-BACK PAY

Overtime and call-back pay shall be paid to employees in the Fire Department Unit as follows:

a. Calls that commence on the day following the last day before the four (4) days off shall not start until 9:00 a.m. unless the employee was notified at the station prior to being released for duty. If Fire Administration is unsuccessful in the first attempt to

contact an off-duty employee by computerized tracking telephone for call-back purposes, Fire Administration shall proceed to the next name on the call-back list. Such employee shall be charged for the overtime work as a refusal.

b. When employees are called out of their homes at times they are not regularly scheduled to report to duty, they shall be paid time and one-half from the time they report to duty at the location they were ordered to report to until relieved at that location from such unscheduled assignment, plus travel time enroute from their home to such location up to a maximum of sixty (60) minutes, except that in no event shall they be compensated for less than three (3) hours for such call-out from their homes.

c. When it becomes necessary to call employees in to replace employees in non-emergency situations, employees of equal rank to the position which caused the recall shall be called for replacement. This shall occur only after existing eligible register on that shift has been exhausted, except however, that callback to fill the position of Firefighter shall not recognize rank. When an employee of higher rank is called to fill the position of Firefighter, the employee so called shall receive overtime at the maximum hourly rate of pay for the position of Firefighter. Travel time provided under subsection (b) shall not apply to employees in fire suppression who are recalled and work sixteen (16) hours or more and forty (40) hour per week employees who are recalled and work six (6) hours or more. In no event shall employees be compensated for less than three (3) hours for each such call-out from their homes.

11.6 NOTIFICATION OF ROLL CALL CHANGES

The City reserves the right to make roll call and callback changes with notification to the Union prior to the change. If the result of such changes affects wages, hours and/or conditions of employment, the City agrees to meet and confer regarding the impact of such changes.

ARTICLE 12 – SHIFT TRADING

12.1 SHIFT TRADING

a. Consistent with the operational requirements of the Fire Department to maintain public health and safety, employees may trade twenty-four (24) hour shifts or incremental portions thereof, but not less than four (4) hours.

(1) A yearly allowance of thirty (30), twenty-four (24) hour shifts, totaling seven hundred twenty (720) hours off is allowed. This allowance shall be based on the calendar year.

(2) No more than four (4) back-to-back trades a month can be worked. A back-to-back trade is a trade that involves an employee working two (2) consecutive shifts. If an employee works more than twelve (12) hours next to a regular twenty-four (24) hour duty shift, that employee is charged a back-to-back trade.

(3) Any employee connecting two (2) calendar year vacation allowances is prohibited from attaching shift trades to said vacations.

b. Trades shall be permitted subject to the following terms and conditions:

(1) Unless approved by the Fire Chief or designee, trades shall only be permitted between career employees with at least six (6) months of Firefighter level service with the Sacramento Fire Department and of the same rank and ability.

(2) All shift trade requests or changes shall be signed, or signature authorized by the employee's immediate supervisor prior to the trade. Immediately after the trade is approved, the responsible Fire Captain shall notify Roll Call by printer of the trade and simultaneously place the signed agreement in the departmental mail to Fire Administration.

(3) Fire Captains shall supervise and be responsible for the coordination and scheduling of shift trades for themselves and their assigned personnel. Fire Captains shall maintain and have available for review on a current basis a record showing the number of hours, dates, locations, and names of employees traded with, trades taken, and trades paid back. An employee making a trade while on detail shall obtain shift trade approval from their assigned Captain and furnish necessary information for recording.

(4) Employees on the Fire Battalion Chief, Fire Captain, Fire Engineer, and Fire Investigator eligible list must notify Roll Call of all shift trades by telephone as early as possible prior to the trade.

(5) The employee replacing the assigned employee shall be responsible for shift coverage. In the event the replacement employee fails to complete the shift trade as arranged, such employee shall work off, at no cost to the City, all hours worked by an employee assigned by Fire Administration to cover the position, as follows:

(a) The replacement employee shall schedule for completion a repayment period with Fire Administration for the time period missed within one hundred twenty (120) days.

(b) These hours worked off by the replacement employee shall not be considered hours worked for pay purposes and shall not be recorded on the timecard.

(c) If the replacement employee fails to complete the trade due to an authorized use of sick leave, such employee shall have the option to work off the time period missed within one hundred twenty (120) days or, if the employee has sufficient

sick leave hours accrued, to charge sick leave hours to cover the time period missed.

(6) All trades shall be fully repaid on or before the end of one year of date of initiation; except, however, that employees may waive repayment provided the party to whom time is owed waives repayment in writing approved as to form by the Fire Chief or his designee, and agrees to indemnify, defend, and hold the City and its agent harmless against claims, liability, and suits incident to such replacement and waiver.

(7) If the Department transfers an employee to another shift and as a result of such transfer, a conflict arises relative to the application of this Article, the employee will be required to effect completion, correction, or cancellation if the trade is in excess of thirty (30) days from date of notice of transfer. Thirty (30) days or less from date of notice of transfer will be the responsibility of the City.

(8) If an employee is to be off work due to a duty injury, he/she will assume the responsibility for completion, corrections, or cancellation of shift trades that are scheduled beyond the fifteenth (15th) day from the date of injury.

(9) A leave of absence authorized to an employee automatically defers all shift trade activity within the duration of the leave.

(10) An employee is not eligible to work a shift trade while on light duty or limited duty assignment.

(11) An employee is not eligible to work a shift trade while on light duty or limited duty assignment.

(12) The Union shall indemnify, defend, and hold the City harmless against claims, liability, and suits which may arise as a result of this Section.

ARTICLE 13 – UNIFORMS AND COVERALLS

13.1 UNIFORMS

a. Uniform Allowance

Effective August 6, 2005, the City shall reimburse employees in the amount of $33.50 bi-weekly for regulation items of uniform that the Fire Department requires to be worn as a condition of employment. There shall be no change in the number, style, and color of uniforms without agreement by the Union.

b. Uniform Replacement

(1) Reimbursement for the cost of replacing irreparable uniforms damaged in the line of duty, and not due to ordinary wear and tear, shall be made only under the following conditions:

(a) Damage must be reported during the same shift to the employee's immediate supervisor who shall: (1) verify that the damage occurred in the line of duty, and (2) make an entry in the station log (written statement for assignments outside Fire Suppression) to that effect. Disputed claims of damaged items not reported on the same shift but reported within seven (7) calendar days of occurrence shall be resolved in accordance with Section 13.1(b)(4).

(b) The employee must confirm the damage in writing to his/her immediate supervisor within seven (7) calendar days from the date of occurrence.

(c) The claim for replacement reimbursement must be submitted to the Fire Department for review. The Fire Department shall make a determination as to whether the claim should be approved or disapproved in an expeditious manner.

(d) Proof of purchase of the replacement article, which includes the employee's name, date of purchase, item of clothing and price, shall be provided with the reimbursement claim.

(2) Uniform repair and maintenance shall be the responsibility of the employee.

(3) Reimbursement for replacement shall be at the discretion of the Fire Chief or designee and shall not be subject to the grievance procedure.

(4) Disputes shall be resolved by a committee consisting of one representative each from Fire Administration, Labor Relations, and the recognized employee organization.

13.2 COVERALLS FOR EQUIPMENT SERVICING ACTIVITIES

The City shall provide and maintain coveralls for those employees in the Fire Department Unit whose assigned duties include the mechanical servicing and repair of trucks and engines.

ARTICLE 14 – INCENTIVE PAY

14.1 FIRE EDUCATIONAL INCENTIVE PROGRAM

a. Fire Captains, Fire Engineers, Fire Investigators I and II, and Firefighters shall receive incentive compensation in addition to the base rate of pay for the following:

	Accredited University or College Degree of Certificate	and	Years of Fire Department Seniority Required
(1)	Fire Science Certificate – 9½ %		3 ½
(2)	Bachelors Degree – 5%		None

b. Employees who do not possess an EMT certificate shall be reduced ten percent (10%) (two steps) in base salary on or after the date the Fire Department implements an EMT Certificate training and license testing procedure. Employees who do not possess an EMT certificate prior to the date of implementation shall be reduced seven and one half percent (7.5%) in base salary.

c. The Fire Department reserves the right to insure the work force is capable of performing necessary duties associated with the possession of EMT certificates by a sufficient number of employees needed to deliver Emergency Medical services to the public.

d. Employees eligible for the Fire Science incentive on July 4, 1987 shall continue to be eligible for such incentives.

e. Senior Fire Prevention Officer, and Fire Prevention Officer I and II shall receive nine and one-half percent (9.5%) incentive compensation in addition to the base rate of pay for possession of a Fire Technology Certificate (FT) from a California Community College/State Board of Fire Services approved Fire Technology program and three and one-half (3-1/2) years of seniority with the Sacramento Fire Department. Such employees shall also receive a two and one half percent (2.5%) incentive compensation for an Associate Degree with seven (7) years of service in the classification; a five percent (5%) incentive compensation for possession of a Bachelors Degree from an accredited university or college; and a five percent (5%) incentive compensation for an EMT Certificate.

f. Employees hired on or after the effective date of this Agreement must possess a Fire Technology Certificate from a California Community College/State Board of Fire Services approved Fire Technology program and three and one-half (3-1/2) years of seniority with the Sacramento Fire Department in order to be eligible for the Fire Science certificate (FS) incentive.

g. Incentive pay rates shall not be compounded.

h. Employees who earn a Certificate or Degree and meet the seniority requirements set forth above shall place their Certificate(s) on file with the Fire Department Administration, who will verify and process for appropriate incentive compensation.

i. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay, the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay. Bilingual pay shall be paid at the rate of twenty dollars ($20) bi-weekly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

14.2 PARAMEDIC LICENSE PAY AND ADVANCED LIFE SUPPORT (ALS) ASSIGNMENT

The following terms and conditions shall apply to those employees who are eligible to and/or assigned paramedic duties:

a. Firefighter/paramedics shall be required to possess a Sacramento County EMT-Paramedic License as a condition of continued employment for two (2) years from the date they were appointed to the career Firefighter classification and began probation. Failure to maintain the required Paramedic License during the initial two (2) years of career service shall constitute just cause for disciplinary action, up to and including termination.

b. <u>Paramedic License Pay</u>

(1) Employees in the classifications of Fire Engineer and Fire Captain shall receive license incentive compensation for possession of the EMT-Paramedic License. The incentive shall be at the rate of four percent (4%) of base pay.

(2) Employees in the classification of Firefighter shall receive license incentive compensation for possession of the EMT-Paramedic License. The incentive shall be at the rate of ten percent (10%) of base pay.

(3) The Paramedic License pay is in addition to any other incentives.

(4) Each employee receiving such Paramedic License pay may be assigned to paramedic duties on an ambulance, except that the assignment of an on-duty Fire Captain or Fire Engineer will only be made when there is no available paramedic on duty and the mandatory overtime call-back list has been exhausted.

c. Medic Assignment Pay

Effective June 21, 2008, employees in the classification of Firefighter who are regularly scheduled to work on the ambulance shall receive an additional seven and one-half percent (7½ %) incentive on top of the base pay. Such incentive shall be additive and not compounded.

d. Paramedic License Retention Pay

(1) Firefighters, Fire Engineers, and Fire Captains not regularly scheduled to work on the ambulance, who receive paramedic license pay pursuant to (b) (1) and (2) above, shall be required to work ninety-six (96) hours annually each calendar year, in increments of twenty-four (24) or twelve (12) continuous hours on an ALS medic unit in order to maintain the paramedic license pay. The ninety-six (96) hour requirement as outlined herein shall be accomplished during the regular shift to the maximum extent possible.

(2) Employees shall bid the shifts identified in subsection (d) (1) above after the vacation sign-up has been completed.

(3) Employees shall be paid their regular rate of pay and an assignment pay of seven and one-half (7½ %) of pay for hours worked on the medic pursuant to subsection (c) above.

e. Preceptor Duty Pay

(1) The City will assign preceptor duties and responsibilities to Firefighter (Paramedic) for the purpose of monitoring paramedic interns completing a paramedic internship and to otherwise evaluate new employees during the eight (8) shift "sign-off" period prior to assignment to the medic rotation.

(2) A qualified Firefighter (Paramedic) preceptor shall oversee the medical duties of the paramedic intern for a minimum of four hundred and eighty (480) hours, or until the intern is released from the program. The preceptor may be assigned to precept additional hours when the preceptor demonstrates to Fire Administration that additional hours by the paramedic intern will be necessary so as to complete his/her paramedic internship. Fire Administration will determine and authorize the additional number of hours the preceptor

will be assigned to assist the paramedic intern in his/her completion of the internship.

(3) A Firefighter (Paramedic), once assigned to perform preceptor duties and who has performed those duties for ninety-six (96) hours or more, shall not be eligible to volunteer out of the assignment until after completion of precepting the paramedic intern, except in emergency situations and by mutual agreement between the Fire Department and the Firefighter (Paramedic). Firefighter (Paramedics) who have performed less than the minimum ninety-six (96) hours may volunteer out of the assignment if, based on seniority, they are eligible to rotate off the required Medic assignment teams.

(4) The City retains the right to discontinue the Preceptor Program at any time by providing five (5) days written notice to the Union. A Firefighter (Paramedic) who has performed preceptor duties for two (2) consecutive internships, shall not be assigned to precept again without a break of a minimum of six hundred (600) hours.

(5) Effective March 1, 2008, Firefighter (Paramedics) who are assigned to precept an intern and to evaluate new employees during the eight (8) shift "sign-off" period prior to assignment to the medic rotation, shall be paid at the rate of nine and one-half percent (9½ %) for each hour assigned to perform preceptor duties and responsibilities which shall be added to the base rate of pay. Preceptor Duty Pay is additive and is not compounded with any other type of pay or incentive.

f. A qualified Firefighter (PAR) preceptor shall have held, in good standing, a Sacramento County EMT-Paramedic accreditation for no less than three (3) consecutive years, and, shall have served as a paramedic for no less than two (2) years with the Fire Department.

g. Qualified employees assigned to precept shall be made from volunteers. Seniority shall be a consideration for preceptor assignments.

14.3 CONTINUING EDUCATION AND LICENSE FEES

a. The City will make available continuing education (CE) requirements for the EMT-Paramedic license while the employee is on duty, and to the extent practicable give notice of the training classes prior to the scheduling of vacations. If an employee fails to attend such CE training, the employee shall be responsible for obtaining the requisite CEs at their own expense and on their own time.

b. The City shall reimburse employees upon proof of payment for EMT-Paramedic License and Accreditation fees:

(1) EMT-Paramedic License State fee: $135 bi-annually.

(2) EMT-Paramedic Accreditation County fee: $35 initial, if applicable.

(3) ACLS Certificate: $50 bi-annually, maximum.

14.4 HAZARDOUS MATERIALS (HAZMAT) INCENTIVE

a. The Policies for Hazardous Materials Response Team, dated July 14, 1997, shall be effective immediately.

b. A California State-certified hazardous materials specialist regularly assigned to a HAZMAT company shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay. This assignment pay shall include the certificate pay in subsection (d) below.

c. A California State-certified hazardous materials specialist who works at a HAZMAT company on a temporary, intermittent, call-back, shift trade or detailed basis shall receive a five percent (5%) assignment pay for all hours actually worked on the HAZMAT company. This assignment pay shall include the certificate pay in subsection (d) below.

d. In addition to those regularly assigned in subsection (b) above, up to a maximum of sixty (60) employees, on a ratio of 1 Fire Captain, 1 Fire Engineer and 2 Firefighters, who are California State-certified hazardous materials specialists, shall receive a certificate pay of two and one-half percent (2½ %) which shall be added to the base rate of pay.

e. In addition to those regularly assigned in subsections (b), (c) or (d) above, additional employees who are California State-certified hazardous materials specialists shall receive five percent (5%) for hours worked.

f. The Fire Department will continue to provide one HAZMAT training course each year, as practicable. The Department will send as many employees as feasible, consistent with the budget, and will maintain a goal of twenty (20) employees per class. Seniority shall be a primary consideration for enrollment and may only be passed over for cause.

14.5 ADMINISTRATIVE ASSIGNMENT PAY

When Fire Administration assigns a suppression employee to an administrative assignment for a period of more than thirty (30) working days, the employee shall receive nine and one-half percent (9½ %) in addition to the regular rate of pay. This shall not be applicable to employees on modified or light duty or employees being accommodated from their regular suppression assignment.

14.6 RESCUE INCENTIVE

a. Employees who are regularly assigned to a Department designated Rescue company and who are qualified as defined below to perform Rescue Operations shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay.

b. This incentive shall be additive and not compounded.

c. Employees qualified as defined below and assigned to a Department designated Rescue company on a temporary basis shall receive the incentive compensation for all hours worked at the Rescue company.

d. Effective June 21, 2008, up to fifty (50) employees who have received the required training for rescue certification and are not regularly assigned to a Rescue company shall receive a certification pay of two and one-half percent (2½ %) which shall be added to the base rate of pay. The ratio of these fifty (50) employees shall be fifty percent (50%) Firefighters, twenty-five percent (25%) Fire Engineers and twenty-five percent (25%) Fire Captains.

e. Qualified employees as mentioned above are those employees who have obtained the California State-certified Rescue Systems (RS) I and RS II certificate. Only those employees who hold an active RS I and RS II certificate will be assigned to a Rescue company as mentioned above. The Fire Department shall maintain a "detail pool" of employees eligible for assignment to a Rescue company who have presented an original copy of their RS I and RS II certificates to Fire Department administration.

f. Employees who promote or transfer out of a Rescue company shall no longer be eligible to receive the Rescue assignment pay, except as provided in (c) above.

g. Employees who no longer possess an active RS I and RS II certificate shall not be eligible to receive the Rescue assignment or certification pay and shall be reassigned.

h. To be eligible for future assignment at a Rescue company upon promotion or transfer, only those employees who possess an active RS I and RS II certificate shall be eligible. Seniority shall be a primary consideration and an employee may only be passed over for cause.

i. Shift trades into a Department designated Rescue company may be accomplished only by equal rank and only by those employees who possess an active RS I and RS II certificate.

14.7 BOAT INCENTIVE

a. Effective June 20, 2009, employees who are regularly assigned to a Department designated Boat company and who are qualified as defined below to perform

Boat Operations, shall receive an assignment pay of two and one-half percent (2½ %) which shall be added to the base rate of pay.

b. This incentive shall be additive and not compounded.

c. Employees who promote or transfer out of a Boat company mentioned above shall no longer be eligible to receive the Boat assignment pay.

d. Employees who no longer possess an active Boat Operator certificate shall not be eligible to receive the Boat Operations assignment pay and shall be reassigned.

e. To be eligible for future assignment to a Boat company upon promotion or transfer, only those employees who possess an active Boat Operations certificate shall be eligible. Seniority shall be a primary consideration and an employee may only be passed over for cause.

f. Shift trades into a Boat company may be accomplished only by equal rank and only by those employees who possess an active Boat Operations certificate.

14.8 MEDICAL QUALITY ASSURANCE TRAINING PAY

a. Employees in the classification of Firefighter (PAR) assigned by the Department to support the Emergency Medical Service (EMS) program shall be paid Medical Quality Assurance Pay. The incentive shall be at the rate of nine and one-half percent (9½ %) of base pay.

b. Employees assigned to Medical Quality Assurance Training shall be responsible for providing guidance, instruction, training, remediation and evaluation of Department EMT and Paramedic personnel as directed by the Department.

ARTICLE 15 – PHYSICAL PERFORMANCE EXAMINATIONS

15.1 PHYSICAL PERFORMANCE EXAMINATIONS

Employees hired on or after June 30, 1990, shall be required, as a condition of continued employment, to pass on an annual basis a physical performance test. Refusal to take the required testing or failure to pass the physical performance test shall subject such employee to disciplinary action, up to and including termination. This provision does not apply to Fire Prevention Officers.

ARTICLE 16 – LEAVE BENEFITS

16.1 SICK LEAVE

a. A full-time employee shall accumulate sick leave credits at the rate of one day per month (5 hours, 36 minutes for fire suppression personnel and 4 hours for all other employees in 24 pay periods on the first two paydays of each month) of employment

which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation.

b. An employee in active service of the City eligible to accumulate sick leave credits shall in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

c. Notwithstanding the above, an employee, otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance in writing of such election no later than January 1 of each year.

d. Upon termination of any employee eligible to accumulate sick leave credits for reasons of retirement, resignation, or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of two (2) year's service, shall be eligible for payment of any portion of accumulated sick leave credits.

e. Any employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

f. No payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

g. The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all eligible employees.

16.2 VACATION ADMINISTRATION

a. These rules attempt to accomplish two primary things:

(1) Control number of employees off at any given time;

(2) Assure all employees of the best possible vacation dates available.

b. The vacation schedule shall operate on straight seniority (when the employee entered the Fire Department Unit). The employee will select either his/her vacation or his/her splits the first time around. After the complete list has been gone through, then the second and third choice will be made under the same procedures.

c. Seniority will be in the complete platoon.

d. The employee will select vacation at a minimum of one full shift (24 hrs) for the current vacation year. Each vacation pick shall be made in consecutive shifts. Prior year vacation will be selected after all current year vacation selections have been completed. Employees with Personal Time Off (PTO) will select after all vacation calls are completed.

e. Vacation Allowances

(1) During the first calendar year of employment, and after the completion of at least six (6) months of service, employees shall be entitled to a vacation allowance on a pro rata basis of ten (10) days (112 hours for suppression) per year for the number of months worked prior to the beginning of the first calendar year.

(2) Upon the completion of one calendar year and continuing thereafter through the fifth calendar year of employment, all employees shall be entitled to a vacation allowance of ten (10) days (112 hours for suppression) per year.

(3) Upon the completion of five (5) calendar years and continuing thereafter through the fifteenth calendar year of employment, all employees shall be entitled to a vacation allowance of fifteen (15) days (168 hours for suppression) per year.

(4) Upon the completion of fifteen (15) calendar years of employment and continuing thereafter, all employees shall be entitled to a vacation allowance of twenty (20) days (224 hours for suppression) per year; provided, further that such employees so qualified to receive twenty (20) days (224 hours for suppression) of yearly vacation shall have the option to be exercised not later than the first day of December each year, to receive pro rata payment for five (5) days (56 hours for suppression) of such vacation in lieu of using such five (5) days (56 hours for suppression) for vacation purposes.

f. The value of a vacation day is as set forth in Section 9.1 of this Agreement.

(1) Trading vacation periods will not be permitted.

(2) The maximum number of fire suppression employees scheduled to be on vacation each shift shall be fifteen (15). The maximum of fifteen (15) shall be adjusted by one each January 1 thereafter for each change of twenty-five (25) budgeted positions in the bargaining unit in fire suppression on January 1, with four hundred eighty nine (489) as the base number.

g. An employee who is on industrial injury during the scheduled vacation period shall have the right to select a new vacation period upon return to work as determined by the employee's seniority rights during the past annual vacation sign-up. If a mutual agreement cannot be reached, the employee shall be allowed to reschedule said vacation during a time in the remainder of the year, of which said employee would have available by seniority, during the normal course of vacation scheduling <u>or</u> said employee shall be allowed to reschedule his/her vacation during the course of the following year after all normal vacations have been scheduled. Said employee's choice of rescheduled vacation time shall be that of which his/her seniority would have provided during the previous year. The intent of this provision is to give the affected employee another opportunity to select a new vacation period without placing that employee at a seniority advantage or disadvantage.

h. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "Section 4850 time", and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested.

16.3 COURT LEAVE

a. <u>General</u>

(1) When an employee is absent from work to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to serve jury duty. Fire suppression personnel who are required to be on telephone alert and who are directed to report to work at a fire station shall not be required to respond to calls between the hours of 8:00 a.m. and 3:30 p.m. An extra fire suppression employee shall be added to the fire station during the period when an employee is on telephone alert and is not required to respond to calls or when called to jury duty. Pay for such work time lost shall be computed at the employee's regular rate of

pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

(2) To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.

b. 40-Hour Week Personnel

If a swing shift or graveyard shift employee has served in excess of four (4) hours on jury duty, he/she will notify his/her supervisor in advance of his/her start time so he/she can be excused from his/her shift. If the employee is on jury duty less than four (4) hours, he/she will be required to work.

c. 24-Hour Shift Personnel

(1) If the jury duty occurs on the same day as the employee's scheduled duty assignment for the Fire Department, the employee will report same to his/her immediate superior and report directly to the assigned jury duty location. Upon release from jury duty for the day, the employee will report to his/her assigned duty station for the remainder of the shift.

(2) If the employee is required to report for jury duty on the day following his/her assigned Fire Department duty shift, he/she shall be released from duty ten (10) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.

(3) When an employee is on jury duty for the entire day, is released from jury duty by the court after 4:30 P.M. and is scheduled to return to jury duty the following day, the employee shall not be required to report to his/her assigned duty station for the remainder of the shift. If, however, the employee is released by the court prior to 4:30 P.M. the employee shall report to his/her assigned duty station and shall thereafter be released from duty ten (10) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty on the following day.

16.4 COURT LEAVE - NON-DUTY RELATED

a. When an employee is absent from work to respond to a subpoena from a court of competent jurisdiction to serve as a witness in a matter in which the employee is not a party, the following release provisions shall apply.

b. The employee is to notify their supervisor of the subpoena on the next regularly scheduled shift after receipt of the subpoena and to contact the subpoenaing party to determine the date and time it is necessary to be present in court to testify. The employee will notify the supervisor of the time scheduled to testify and will be released as follows.

c. The employee shall return all witness fees and remuneration received, less transportation allowance, to the City.

d. Non-twenty-four (24) hour shift personnel will be released from duty at the time they are scheduled to appear to testify. If the employee is assigned to a swing or grave shift, release time shall be considered on a case-by-case basis. It is the intent of this Section to ensure the employee receives sufficient time to be properly rested in order to appear in court.

e. Twenty-Four (24) Hour Shift Personnel

(1) Twenty-four (24) hour shift personnel shall report to their assigned duty station at the beginning of the shift unless the subpoena requires the employee's attendance in court at a time near the beginning of the shift. In such cases, the employee may be excused from reporting to his/her assigned duty station by the Department on a case-by-case basis.

(2) Twenty-four (24) hour shift personnel shall be released from responding to calls and provided reasonable travel time in order to arrive at the court at the specified time. An extra fire suppression employee shall only be added to the fire station if the employee is expected to be absent for more than four (4) hours.

(3) If the employee is required to appear to testify on the day following a duty shift, the employee will be released from duty ten (10) hours prior to the time he/she is scheduled to appear.

16.5 PREGNANCY DISABILITY LEAVE

Effective April 1, 1996, the pregnancy disability benefit shall be applicable to female employees as follows:

a. Full-time career non-suppression employees who are pregnant shall be eligible for a maximum City-paid pregnancy disability leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Full-time career suppression employees who are pregnant shall be eligible for up to two hundred twenty-four (224) hours of continuous City-paid time off during the four (4) week pregnancy disability leave. Part-time career employees who are pregnant shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week pregnancy disability leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid pregnancy disability leave.

b. To be eligible for the paid leave the employee must have completed at least 2,080 hours of service (2,912 hours of service for fire suppression employees) from the most recent date of hire preceding the request for pregnancy disability leave.

c. To obtain pregnancy disability leave, the employee shall submit a request for time off and verification of medical disability for the duration of such leave.

d. Upon return from pregnancy disability leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

e. In addition to pregnancy disability leave, an eligible female employee may request parental leave for a maximum four (4) months by utilizing accrued and available hours of vacation, CTO, holiday, sick leave, and/or unpaid leave.

16.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or CTO hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

b. All donations shall be made and accepted in writing using City-provided forms.

c. The donation in any category must be a minimum of eight (8) hours of usable time.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire Suppression (40 hours) schedule shall be adjusted by a factor of 1.4 to 1.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.

g. To be eligible to use donations, an employee must:

(1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;

(2) have exhausted all usable balances, including sick leave;

(3) be on an approved leave of absence.

h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

(1) All leave balances, including both donated and accrued leave, are exhausted; or

(2) The employee returns to work at his/her normal work schedule; or

(3) The employee's employment terminates.

i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

k. Used donated leave time shall be subject to the recipient's normal payroll deductions.

l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.

16.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave or forty-eight (48) hours for suppression. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

b. Personal leave shall be posted in January of each applicable year.

c. Use of the personal leave shall not cause overtime.

d. Personal leave shall not accumulate from calendar year to calendar year and shall have no cash value. If an employee is unable to use all of the time by the end of

the calendar year based on operational need, the department may approve carry-over to the next year. In all other cases the time shall be forfeited.

e. An eligible employee who wishes to use accrued personal leave shall submit a request to use their personal leave no later than ninety-six (96) hours in advance. Personal leave may be used at the employee's discretion in the fiscal year on days when the maximum vacation allotment is not exceeded. Vacation requests shall be considered first. Personal leave requests will be approved based on dates available after vacation approval.

16.8 BEREAVEMENT LEAVE

An employee may receive up to three (3) days or two (2) suppression or investigator shifts, as applicable, of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 17 – SPECIAL ALLOWANCES

17.1 OUT-OF-CLASSIFICATION

a. When a temporary vacancy or vacancies arise above the classification of Firefighter, and it has been predetermined that said vacancy or vacancies will not exceed four (4) hours, the Fire Chief may make out-of-classification assignments to the higher classification from personnel within the affected station. During such out-of-classification assignments the individual so assigned shall receive the salary of the first step of that higher classification or five percent (5%) of the employee's regular base salary, whichever is greater but not to exceed the maximum of the higher classification.

b. Vacancies exceeding four (4) hours shall be filled in accordance with the provisions of Section 11.5, Overtime and Call-Back Pay.

c. For the purposes of training the classification of Firefighter only, vacancies exceeding eight (8) hours shall be filled in accordance with the provisions of Section 11.5, Overtime and Call-Back Pay.

d. If there is a certified eligibility list for the classifications of Fire Captain and Fire Engineer, the out-of-classification assignment to these classifications will be limited to the first sixty (60) candidates on the eligibility list.

17.2 MILEAGE

a. When employees are ordered by the City to drive their own four-wheeled vehicles on details or assignments, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, they shall be compensated at the Internal Revenue Service (IRS) rate.

b. The City shall provide parking at the parking lot behind the 13th and "I" Building for Fire Suppression employees assigned to Station #2.

17.3 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, fees, excluding parking, up to a maximum of $1500.00 per calendar year, pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an education incentive program.

ARTICLE 18 – LAYOFFS

18.1 LAYOFFS

a. In the event layoffs (reduction in force) are made pursuant to Article 3 of this Agreement, such layoffs shall be based on the inverse order of seniority as provided in the Fire Department seniority list. Dismissals hereunder shall be on a classification seniority basis so that employees with the least seniority shall be laid off first. Provided however that employees laid off in the classifications of Fire Captain, Fire Engineer, and Fire Investigator II and I shall have the right to "bump" employees in the lower classification having less seniority and in which such Fire Captain, Fire Engineer, and Fire Investigator II and I had held status; and provided further that employees laid off in the classifications of Senior Fire Prevention Officer and Fire Prevention Officer I/II shall have the right to "bump" employees in the Fire Prevention classifications having less seniority and in which such Senior Fire Prevention Officer or Fire Prevention Officer I/II had held status. Classification seniority for the purpose of bumping shall be based on the date of appointment to the lower classification to which an employee has bumping rights. For those classifications which have flexible staffing as defined in the Civil Service Rules and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. No employee shall have bumping rights into a classification from which he/she has been demoted. An employee who bumps to a lower classification shall be assigned to a fire station as determined by Fire Administration.

b. An employee may accept layoff in lieu of the opportunity to bump by notifying the Office of Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a bump, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

c. In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the

date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of layoff as stated on the layoff notice.

d. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical and dental plans for a period up to six (6) months by advanced personal remittance for each month's total premium for the cost of such coverage at the time of layoff.

e. When vacancies occur within five (5) years thereafter, such reduced and/or laid off employees shall be given the opportunity to be rehired or advanced to their former classification from the established layoff eligibility list on the basis of seniority and prior to the employment of any new employees; provided, however, that such reduced or laid off employees meet the physical and other qualifying standards in effect at the time they had been previously appointed to the classification into which they seek to be returned. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, the employee will be merged with employees on the established layoff eligibility list based upon seniority. If any such reduced or laid off employees fail to report for duty within thirty (30) days after the mailing to him/her of a written notice by registered mail to the last known address, he/she shall lose his/her right to be rehired or advanced hereunder.

f. Employees who are laid off in the classifications of Fire Captain, Fire Engineer, Fire Investigator I and II, Senior Fire Prevention Officer, Fire Prevention Officer I and II, and Firefighter shall have a physical examination prior to, or at the time of layoff, and upon his/her recall, if in excess of six (6) months. If the employee's physical condition at the time of layoff is such that it does not require termination or retirement, the employee being recalled shall meet the same physical condition which he/she was in, as judged by a physical examination, at the time of layoff. The employee laid off or recalled may appeal any adverse decision by presenting to the Department of Human Resources the written opinion of another physician which contradicts the findings and conclusions of the City physician. The cost of this second medical report shall be borne entirely by the employee. Upon receipt of a timely appeal in proper form, the Department of Human Resources shall refer the matter to a third physician mutually agreed upon by the employee and the Department of Human Resources. The decision of the third physician shall be final and binding. The cost of the third medical examination shall be borne by the City. The Director of Human Resources may, upon recommendation of any of the above-mentioned physicians, grant a reasonable period in which to clear up, cure, or remove any condition which is temporary or curable in nature.

g. An employee who voluntarily demotes shall have no bumping or recall rights to the classification from which he/she demoted.

h. A probationary Firefighter who is recalled within six (6) months from the date of layoff shall be required to serve the balance of the probationary period. A probationary Firefighter who is recalled between six (6) months and twenty-four (24) months from the date of layoff shall be required to serve the balance of the probationary period or a six (6) month probationary period, whichever is greater. A probationary Firefighter who is recalled between twenty-four (24) months and within five (5) years from the date of layoff shall be required to serve a new probationary period of twelve (12) months.

i. Probationary employees in the classifications of Fire Captain or Fire Engineer who are laid off or downgraded in lieu of layoff shall be recalled the same as permanent career employees in the classification, pursuant to subsection (e) above.

j. When a laid off or downgraded probationary employee in the classification of Fire Captain or Fire Engineer is recalled to the classification from which he/she was laid off, if the employee is recalled within six (6) months from the date of layoff, he/she shall be required to serve the balance of the probationary period; if recalled between six (6) months and twenty-four (24) months from the date of layoff, he/she shall be required to serve the balance of the probationary period or three (3) months, whichever is greater; and if recalled between twenty-four (24) months and within five (5) years from the date of layoff, he/she shall be required to serve a new probationary period of six (6) months.

k. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE 19 – DEPARTMENT SENIORITY LIST

19.1 DEPARTMENT SENIORITY LIST

a. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Fire Department as full-time employees in the Fire Department Unit. When two (2) or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on relative standing on the Firefighter eligibility list in the case of firefighting personnel.

b. Lateral employees shall begin accruing classification seniority based on the date of appointment to the classification and shall include time spent in the training academy. In the event a classification seniority tie must be resolved, the tie shall be broken based on the scores established and assigned to the employee on the eligible list used to offer employment and to make the appointment of the lateral hire. If two (2) or more employees were assigned identical scores on the eligible list, the tie shall be broken by a coin toss.

c. Employees taken over by the City from other fire departments as a result of absorbing such department shall be placed on the seniority list in accordance with the

date they were first placed on the payroll of such fire department as full-time employees. City agrees that it will not take over on a permanent basis more employees from an acquired department than the number that can reasonably be absorbed to perform the work that will within a reasonable time be available after acquisition of the department. If under this provision two (2) or more employees shall have identical seniority, preference in placement on the list shall be determined by chance method.

d. Place on the seniority list shall not be affected by leaves of absence duly granted for medical reasons where such medical disability was incurred in the course and scope of the employee's official duties.

e. A correct copy of the seniority list as of January 1 of each year shall be provided to the Union in March of each year, and a currently correct copy made available for inspection at reasonable times to employees upon request.

f. Persons hired from reemployment lists shall have seniority accumulated up to the date of resignation included in determining their placement on the departmental seniority list. The period between the last day of work as a career employee because of a resignation, and the first day of work after reemployment, shall not be included when establishing an adjusted seniority date. The employee shall serve a new twelve (12) month probationary period as provided by the Civil Service Board Rules and Regulations and be assigned to the Detail Pool. Upon successful completion of the new probationary period, the employee shall be placed on the departmental seniority list in the classification in which reemployed.

ARTICLE 20 – TRANSFERS

20.1 REQUESTS FOR TRANSFER

The station transfer policy shall be as follows:

a. It shall be within the discretion of the Fire Chief or his designee to make any station transfer as in his judgment will best meet the organizational, operational and personnel needs of the Department and the stations and shifts involved. All permanent transfers shall be in writing and, except for emergencies, there shall not be less than twelve (12) calendar days between an employee's receipt of written notification and the effective date of a permanent transfer from one permanently-assigned fire station and/or shift to another.

b. Provided, however, that the Chief or his designee shall not exercise this right in an arbitrary and capricious manner, and provided further that with respect to a vacancy caused by retirement, death, removal, resignation or promotion, a notice of any such vacancy shall be posted on employee bulletin boards at all stations at least two (2) weeks before such vacancy shall be regularly filled. Employees qualified for such vacancy may then make a request through the chain of command to the Chief or his designee to be assigned to such vacancy, which requests shall be considered in making the assignment. Seniority in rank shall be the prime factor in transfer assignments. The Chief, or his

designee, shall advise in writing on the transfer request card those employees who had requested but not received the assignment as to the reason or reasons for his/her having been denied that assignment.

c. A vacancy or vacancies resulting from an assignment made hereunder shall not be subject to this procedure.

ARTICLE 21 – DETAIL POOL

21.1 DETAIL POOL

a. The detail pool shall consist of personnel arranged by seniority. The detail assignments shall be made in order of reverse seniority.

b. After completing basic recruit training, probationary employees shall be assigned on a rotating basis to a specific crew for increments not to exceed four (4) months during the first year for proper training and evaluation. When a permanently assigned employee is displaced by a temporarily assigned trainee, the permanent employee will be assigned on a temporary duty assignment to another company for a period not to exceed two (2) months. At the end of this assignment, the permanent employee will return to his/her original assignment. For purposes of this Article, no company on any given shift shall be utilized for training of probationary employees in excess of four (4) months during any twelve (12) month period. After the completion of their probationary period, employees would enter the detail pool for normal operations and in order of reverse seniority.

c. The personnel in this pool shall be housed by seniority according to Company priority. The employees with the least seniority shall be housed at the Company with the lowest priority. Once through the detail pool, personnel will not normally be detailed.

ARTICLE 22 – SAFETY AND HEALTH

22.1 SAFETY

a. The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the areas of working conditions from any employee or the Union; and the employees and the Union agree that they will afford their safety recommendations and ideas to the City.

b. The City shall take all reasonable and readily available precautions when employees' assigned duties are performed under generally known extraordinarily life endangering conditions not normally associated with firefighting and fire safety and prevention activities.

c. To the extent reasonably ascertainable by the City, firefighting equipment provided and maintained by the City shall be reasonably safe and adequate for its normal and intended use. Provided however that nothing herein is to be construed to mean that the City assumes the liability of any other party, or waives any rights, defenses to liability or causes of action that it may have in law or equity.

d. Fire Investigators for Arson Investigation shall be provided portable Handi-Talkies for direct verbal communication with the Alarm Station at all times.

22.2 JOB-RELATED INJURIES

a. When an employee incurs a job-related injury and is examined or treated by a City-assigned physician, all subsequent examination/treatment shall be scheduled on the employee's duty time, or the employee shall be paid at the rate of time and one-half for a minimum of three (3) hours pay.

b. Exceptions to this policy are limited to the following: (1) while the employee is disabled from said injury and is unable to perform his/her assigned duties; (2) while the employee has control of the choice of physician or schedule; or (3) when the employee requests or arranges a non-duty time appointment.

22.3 LIGHT OR LIMITED DUTY

In the event an employee is unable to perform his/her duties as a result of an injury, he/she shall be assigned to "light or limited" duty as authorized to do so by the City-assigned physician or employee's choice of physician, and upon the needs of the department. In no event, however, shall an employee return to "light or limited" duty in connection with an off-the-job injury or illness unless authorized to do so by a City-assigned physician. When assigned to "light or limited" duty, he/she shall be assigned to such duties that he/she is capable of performing on an eight (8) hour day, forty (40) hour week, Monday through Friday. In no event shall such assigned employee be required to work more hours per week than on his/her regularly assigned shift.

22.4 DISPUTES: ON-THE-JOB INJURIES

a. In the event the employee disagrees with the opinion of the City-assigned physician to either return the employee to work on a "light or limited" duty basis or not to return on a "light or limited" duty basis, he/she shall have the right to have an examination by another physician of the employee's choice.

b. In the event that the two physician's opinions are in conflict, a third opinion shall be obtained by a physician mutually acceptable to both parties. The third opinion shall be binding.

22.5 GENERAL

a. Nothing contained herein shall be construed as adding to, or subtracting from, any rights or provisions given the employee by the State Labor Code.

b. Costs of all examinations shall be borne by the City only in connection with the injuries incurred on the job. In cases where the employee is directed to a City-assigned physician, costs of such examination shall be borne by the City.

22.6 EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

When an employee has been exposed to a contagious disease during the course and scope of his/her employment, the nature and circumstances of such exposure shall be promptly reported through the Fire Captain to the Fire Battalion Chief, who after such medical investigation as he/she deems appropriate, shall advise the Fire Captain whether the employee should be requested to remain off-duty for an appropriate period of quarantine. In such event the employee will be compensated for his/her regularly-scheduled shifts in the normal manner and will not be charged for sick leave.

22.7 MEDICAL EXAMINATIONS

a. If the City institutes disability retirement without the consent and concurrence of the employee or reassigns the employee out of the Fire Department or otherwise acts to terminate, reduce in rank, remove or otherwise significantly adversely change his/her conditions of employment because of medical reasons, such employee shall be granted reasonable time off with pay for medical examination by a doctor of the employee's choice at the employee's expense.

b. If the City expressly requires an employee to secure other than a Class C driver's license, the related medical examination shall be scheduled during the employee's on-duty time.

ARTICLE 23 – RETIREMENT

23.1 CITY-PAID PERS RETIREMENT CONTRIBUTION

Effective June 27, 1992, the City shall pay up to nine percent (9%) of the member's contribution to the PERS Retirement Plan which shall be credited to the member's PERS contribution account.

23.2 PERS RETIREMENT PLAN

Fire safety employees are covered by the following Public Employees Retirement System (PERS) plans:

Tier I

- Modified 3% at age 55
- One-year highest compensation
- 2% COLA
- 50% survivor continuation

- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Employer Paid Member Contribution by resolution
- Sick leave conversion

Tier II

- Modified 3% at age 55
- One-year highest compensation
- 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Employer Paid Member Contribution by resolution
- Sick leave conversion

Tier IIII

- Modified 3% at age 55
- One-year highest compensation
- 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Employer Paid Member Contribution by resolution
- Sick leave conversion

ARTICLE 24 – TRANSPORTATION

24.1 SACRAMENTO REGIONAL TRANSIT DISTRICT (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

24.2 OTHER BUS TRANSPORTATION

Eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed $120.

24.3 DOWNTOWN PARKING SUBSIDY

a. The City shall provide a $70 per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area who do not have free parking. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a $50 per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

b. Effective July 2009, the City shall provide a $90 per month parking subsidy; eligible part-time career employees will receive a $60 per month parking subsidy.

24.4 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces on the fifth and sixth floors of Lot "I" at seventy percent (70%) of the regularly monthly Lot "I" rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

24.5 DRIVER LICENSE REQUIREMENTS

a. Effective April 1, 1992, or upon individual renewal, whichever occurs first, incumbent employees shall possess valid California driver licenses and endorsements as follows:

Classification	Driver License	Endorsement
Fire Captain	C	None
Fire Engineer	B*	Tank Vehicle
Firefighter	B*	Hazardous Material and Tank Vehicle
Fire Investigator II/I	C	None
Fire Prevention Officer II/I/Trainee	C	None
Senior Fire Prevention Officer	C	None

*A restricted license as permitted by Section 15250.5 of the California Vehicle Code may be substituted. All licenses must allow operation of vehicles equipped with air brakes and/or manual transmissions.

b. Fire Captains who work overtime in a classification having a higher driver license requirement and/or endorsements must have such license and endorsements in order to be eligible for the overtime work.

c. Employees who drive vehicles which require a Class "A" license must possess such license.

d. As required in subsection (a), a Firefighter who is unable to qualify for a Class "B" license with required endorsements, for other than medical reasons, but is able to maintain a Class "C" license shall not be eligible for call-back overtime and shift trades until such time as he/she obtains a Class "B" license and required endorsements. For a Firefighter who is unable to qualify for a Class "B" license for medical reasons, the City shall attempt to make reasonable accommodation.

e. As required in subsection (a), a Fire Engineer who is unable to qualify for a Class "B" license with required endorsements but is able to maintain a Class "C" license, shall be temporarily demoted to Firefighter and the provisions of subsection (f) above shall apply. In the event the demoted employee obtains a Class "B" license with required endorsements within ninety (90) calendar days from the date of demotion, or one hundred eighty (180) days if unable to qualify for health reasons, such employee shall be reinstated as a Fire Engineer at the same step in the salary range that he/she occupied prior to demotion. Failure to qualify within these time limitations may result in disciplinary action pursuant to the Rules and Regulations of the Civil Service Board. Such disciplinary action shall not be subject to the grievance procedure.

ARTICLE 25 – DISCIPLINE

25.1 EMPLOYEE RIGHTS

This section recognizes that the Firefighters Procedural Bill of Rights Act (California Government Code 3250 et seq) applies to Firefighters, Fire Engineers and Fire Captains; that the Public Safety Officers Procedural Bill of Rights Act (California Government Code 3300 et seq) applies to Fire Investigators; and that Fire Prevention Officers are covered under applicable State and Federal law.

When an employee is the subject of an investigation or fact-finding that could lead to discipline, consistent with those rights mentioned above the interview/interrogation of that employee shall be conducted under the following circumstances:

a. The employee shall be advised that he/she has the right to Union representation at the interview/interrogation and shall be given a reasonable amount of time to contact and obtain representation. The representative shall not be a person subject to the same investigation. This section shall not apply to any interview of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by a supervisor, or an investigation concerned solely and directly with alleged criminal activities.

b. The interview/interrogation shall be conducted at a reasonable hour, preferably when the employee is on duty, and if during off-duty hours the employee shall be paid overtime unless the employee waives such overtime to accommodate his/her representative.

c. The employee shall be informed of the nature of the investigation or fact-finding part of the interview so that the employee may prepare for it.

d. The employee being interviewed/interrogated shall not be subjected to offensive language or threatened with discipline except to be informed that failure to answer questions directly related to the investigation or fact-finding may result in disciplinary action for insubordination.

e. The interview/interrogation of an employee may be recorded by the Department and/or by the employee or representative and shall have the right to bring their own recording device and record any and all aspects of the interview. The employee shall have access to the tape if any further proceedings are contemplated or prior to any further interview at a subsequent time.

f. If, prior to or during the interrogation of a firefighter, it is contemplated that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights. The Department shall provide to the firefighter a formal grant of immunity from criminal prosecution before he or she may be compelled to respond to questions related to a criminal offense.

g. No employee shall have any adverse comment entered into his/her personnel file without the opportunity to read and sign it. The employee shall have 30 days to file a written response to any adverse comment and the written response shall be attached to the adverse comment.

h. No employee shall be compelled to submit to a polygraph examination.

i. Lockers or other space for storage that are owned or leased by the Department are subject to search, although no employee shall have their locker, or other space for storage that may be assigned to them searched except in their presence, or with their consent, or unless a valid search warrant has been obtained or where the employee has been notified that a search will be conducted.

j. With certain exceptions, no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the department's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct.

k. No employee shall be subjected to punitive action, or denied promotion, because of the exercise of the rights listed above.

l. Nothing in this section shall constitute a waiver, limitation or reduction of any member's rights under Federal law, California law, or City and Departmental policies.

25.2 REMOVAL OF DISCIPLINARY RECORDS

a. It shall be the policy of the Sacramento Fire Department that all records of disciplinary action contained in personnel files be removed as follows subject to the following criteria:

(1) Oral reprimand - after twelve (12) months.

(2) Letters of reprimand - after eighteen (18) months from date of effect.

(3) Suspensions [two (2) shifts or less] - after five (5) years from date of effect. Includes withholding of in-grade increase, grade reduction and paid time-off taken in lieu of suspension.

(4) Suspensions [three (3) shifts or more] - after ten (10) years from date of effect. Includes withholding of in-grade increase, grade reduction and paid time-off taken in lieu of suspension.

(5) Demotions - after ten (10) years from date of effect.

b. It is understood that time periods described in subsection (a)(1) above shall restart the removal date if the employee has any further disciplinary action.

c. It is understood that disciplinary documentation placed in the employee's personnel file shall be subject to the removal provisions of this Article.

d. The provisions of this Article will be subject to all requirements as described in government codes, City codes and resolutions.

25.3 APPEAL OF LETTERS OF REPRIMAND

A letter of reprimand issued shall not be appealable to the Civil Service Board, except the employee shall have an administrative review of the reprimand by submitting a request in writing within seven (7) days of issuance to the Director of Labor Relations. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will

be rendered by the Director or designee within seven (7) calendar days of the meeting. Time limits may be extended by mutual agreement between the Director or designee and the Union. This Section shall not be subject to the grievance procedure. For removal of Letters of Reprimand refer to Section 25.1.

25.4 DISCIPLINE APPEALS REFERRED TO ACCELERATED ARBITRATION PROCEEDINGS OR FORMAL ARBITRATION PROCEEDINGS

a. This arbitration process shall be the exclusive appeal procedure applicable to employees who have completed the probationary period.

b. The term "parties" as used in this Agreement are the City and the Union. If an individual employee covered by this Agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the appeal process shall default to an Administrative Law Judge (ALJ) hearing under the Civil Service Board Rule 12.10. An employee rejecting the ALJ hearing and choosing to pursue their appeal through the arbitration process will assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator and the court reporter if used as outlined in subsection (c) below.

c. The fees of the arbitrator, the court reporter, if used, and the transcript shall be shared equally between the City and the Union or the employee if the employee is pursuing the appeal on his/her behalf. If the arbitrator requests a copy of the transcript, the cost shall be shared equally between the City and the Union or the employee if the employee is pursuing the appeal on his/her behalf.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Either party may request mediation. If the parties agree to mediation, they will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.

e. The Director of Labor Relations or designee, and the Union President or designee, shall meet each month at a regularly scheduled time to review the appeals which the Union desires to arbitrate. The parties shall discuss the merits of all appeals and strive to identify those appeals the parties mutually agree should be resolved through the Accelerated Arbitration Process, and the appeals that should be resolved through the Formal Arbitration Process. Appeals that will be heard through the arbitration process shall be in writing and shall include the issue(s) submitted, stipulation of facts, modifications of the hearing procedures, if any, and the date of arbitration.

25.5 ACCELERATED ARBITRATION PROCESS

a. Accelerated Arbitration shall consist of a three-member panel, the Union President or designee, the Director of Labor Relations or designee, and a neutral arbitrator which shall be mutually selected by the parties.

b. The mutually agreed upon neutral arbitrator shall serve a one-year term. In the event of the mutually selected neutral arbitrator's resignation or continued unavailability, the parties shall meet promptly to agree upon a successor. Either party may request a change in arbitrator by giving a sixty (60) day notice in writing to the other party. Each party may only request a change of arbitrator once in a one-year period.

c. The Accelerated Arbitration Panel shall meet monthly at a regularly scheduled time, on such days as may be scheduled by mutual agreement, to resolve cases which have been referred to Accelerated Arbitration. Hearings shall alternate between City and Union offices or at a mutually agreed-upon neutral location.

d. The Accelerated Arbitration Panel shall hear whichever case(s) the parties mutually agreed to schedule for that hearing date. In the event the parties begin, but do not complete a case scheduled for a particular hearing date, the Arbitration Panel at the next regularly scheduled Accelerated Arbitration hearing shall complete such case. Any case which cannot be initiated at the scheduled date shall be rescheduled by mutual agreement.

e. The hearing shall be conducted pursuant to the procedures of Rule 12.1 through 12.8 of the Rules and Regulations of the Civil Service Board. The Accelerated Arbitration Panel shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of the Agreement. The Accelerated Arbitration Panel may only sustain, modify, or deny the discipline appealed.

f. The parties agree that the decision of the majority of the Accelerated Arbitration Panel shall be final and binding on both parties. The parties agree that the Accelerated Arbitration Panel's decision shall become the jointly recommended proposed decision to the Civil Service Board. Any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Sections 1286.2 of the California Code of Civil Procedure.

g. <u>The Hearing Process</u>

(1) Each party shall have one and one-half (1-1/2) hours to present its case, including whatever time it takes to reserve for rebuttal, unless otherwise modified by the parties in writing in advance of the hearing or as so modified by the neutral arbitrator. The presentation of evidence shall be made by submitting a statement of facts stipulated by the parties and/or the presentation of witness and documentary evidence. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon the request of either party. After the parties have presented the evidence, each party shall have

an opportunity for oral argument before the Accelerated Arbitration Panel for a period of not more than fifteen (15) minutes. No written briefs shall be submitted.

(2) Following each case, the Accelerated Arbitration Panel shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award.

(3) The neutral arbitrator shall announce the award orally to the parties, including the grievant. The award shall be documented at the hearing but shall not include a written opinion. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon request of either party.

(4) The award shall be final and binding upon both parties, but shall not be used as a precedent in any other case. The parties shall share the fees and expenses of the neutral arbitrator, court reporter if used, and transcripts equally. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline arbitration hearing held pursuant to this procedure. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

25.6 FORMAL ARBITRATION PROCESS

a. The Formal Arbitration Board shall consist of three (3) persons, one appointed by the Union and one appointed by the City. The two (2) so appointed shall mutually select a qualified arbitrator. Such appointments shall be made and each party shall notify the other of their respective appointment within ten (10) calendar days from the date the matter was appealed to the Formal Arbitration Board. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike alternately two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

b. The issue to be submitted to the Formal Arbitration Board shall be limited to the appeal submitted in writing and the response of the City thereto, and unless otherwise agreed in writing, the jurisdiction of the Formal Arbitration Board shall be limited to the determination of said issue. The Formal Arbitration Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of the Agreement.

c. The rulings of the Formal Arbitration Board with respect to the procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties.

d. The hearing shall be held at a mutually agreeable location, which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

e. The hearing shall be conducted pursuant to the procedures of Rule 12.1 through 12.8 of the Rules and Regulations of the Civil Service Board.

f. The Formal Arbitration Board's decision, and opinion if any, shall be in writing and shall be submitted within ten (10) calendar days from the conclusion of the hearing unless such time is extended by a majority of the Formal Arbitration Board. The decision of the majority of the Formal Arbitration Board shall be final and binding on the parties.

g. The parties agree the arbitrator's decision becomes the basis for a settlement agreement which shall be prepared within ten (10) days of receipt of the arbitrator's decision, and which shall withdraw and resolve the appeal consistent with the award.

25.7 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a six (6) month period beginning with the first day the employee reports to work or until the employee has worked one thousand forty (+1,040) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

25.8 EMPLOYEE PERFORMANCE COUNSELING

a. The Fire Department shall have the right to conduct performance counseling of employees at Step 10/E on a trial period basis. The trial period will run through December 31, 1992, and will be extended on an annual basis unless either party serves written notice of intent to terminate on the other party thirty (30) calendar days prior to December 31 of any year starting in 1992.

b. Employees shall be counseled at least annually.

c. A career employee who disagrees with a performance counseling may within ten (10) workdays from the date of the counseling:

(1) Write a rebuttal statement for attachment to the performance counseling form; or

(2) Informally appeal to the supervisor of the reviewer, but in no case higher than the department head.

d. Performance counselings are not subject to the grievance procedure.

e. The performance counseling form shall be maintained in the personnel file of the employee's Fire Battalion Chief or equivalent for one year from the date of the counseling meeting. Thereafter, it shall be removed and returned to the employee.

f. Performance counseling reports shall not affect terms and conditions of employment.

25.9 PROBATIONARY PERIOD EXTENSION

a. If, prior to the completion of the probationary period of a new employee, a problem is identified which would result in a decision by the Department to release the employee from the probationary position, the Department may, at its discretion, extend the probationary period for a fixed period of time, not to exceed an additional six (6) months.

b. If the Department elects to extend the probationary period, the specific problem(s) that are the basis for the Department's decision not to pass the employee on probation shall be provided to the employee in writing. The Department shall provide the employee appropriate remedial training and sufficient time to correct the deficiencies.

c. The Department shall notify the Union of the decision to extend the probationary period.

ARTICLE 26 – MISCELLANEOUS

26.1 NON-DISCRIMINATION

The Union and the City agree not to discriminate against any employee for Union activity, race, color, age, sex or national origin under the terms and provisions of this Agreement.

26.2 REPAIR OR REPLACEMENT OF DAMAGED ITEMS OF PERSONAL PROPERTY

The City agrees to reimburse employees in the Fire Department Unit for the repair or replacement of personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, in accordance with the Policy provisions attached hereto and incorporated herein as Exhibit "C".

26.3 SAVINGS CLAUSE

If any Article or provision of this Agreement or any portion thereof is in conflict or inconsistent with applicable laws or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction such Article or provision or portion thereof shall be suspended and superseded by such applicable law and the remainder of such Article, provision or portion thereof of the Agreement shall not be affected thereby.

26.4 FIRE RECRUIT

The City shall have the right to establish a non-career, unrepresented classification of Fire Recruit.

26.5 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

(1) Lump sum payment by the employee;

(2) A one-time deduction from usable vacation or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

(3) A repayment schedule through payroll deduction; and/or

(4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

26.6 STATION EXPENSES

a. The City will pay two hundred dollars ($200) per year per person assigned to Fire Suppression for station expenses.

b. The City will also provide an additional three hundred dollars ($300) for each single company house per year.

c. The money shall be used by the company officer(s) to purchase necessary equipment and provide ordinary maintenance for the station.

d. The allowance will be administered through the normal City purchasing procedures.

e. The current City practice of providing and maintaining the station building and major appliances will continue.

f. Items purchased with the station expense allowance will be the property of the City.

g. Any current balance at the end of the fiscal year may be carried over to the following year.

h. The house fund may advance the purchase cost and request reimbursement from the station allowance.

i. Items not listed below must be approved by the Fire Battalion Chief.

j. The following items do not require prior authorization for purchase:

(1) Flatware, dishes, glasses, cups

(2) Cookware, kitchen appliances

(3) Furniture, household furnishings

(4) Small household appliances

(5) Cleaning equipment and supplies

(6) Maintenance equipment and supplies

(7) Household tools and repair items

(8) Yard and garden maintenance tools and supplies

k. The station allowance shall not be used for internet, cable, dish or other entertainment or subscription services, television sets, DVD players, video cassette players or video game players.

26.7 TERM

a. This Agreement shall remain in full force from April 29, 2008, to and including January 2, 2010, or until such time as it is superseded by a new Agreement between the parties, whichever occurs later.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: April 25, 2008

Sacramento Area Fire Fighters Union
Local #522
International Association of Fire
Fighters, AFL-CIO

BY:_____
Rick Schmiedt
President

_____
Jed Kircher
City Vice President

City of Sacramento

BY: _____
Dee Contreras
Director of Labor Relations

_____
Edward J. Takach
Labor Relations Officer

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EXHIBIT A-1 – Salary Schedule 2008-2009

SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
05010/55010				4461.23	4684.29	4918.51	5164.43	5422.65
REP05				2059.03	2161.98	2270.08	2383.58	2502.76
FIREFIGHTER				18.3842	19.3034	20.2686	21.2820	22.3461
05160/55160				4907.35	5152.71	5410.35	5680.88	5964.92
REP05				2264.93	2378.17	2497.08	2621.94	2753.04
FIREFIGHTER (PARAMEDIC)				20.2226	21.2337	22.2954	23.4102	24.5807
05050/55050				5301.13	5566.19	5844.51	6136.72	6443.55
REP05				2446.67	2569.01	2697.46	2832.33	2973.95
FIRE ENGINEER				21.8453	22.9376	24.0845	25.2887	26.5531
05141/55141				5513.14	5788.81	6078.27	6382.18	6701.29
REP05				2544.53	2671.76	2805.35	2945.62	3092.90
FIRE ENGINEER (PARAMEDIC)				22.7190	23.8550	25.0478	26.3002	27.6152
05020/55020				5993.16	6292.83	6607.47	6937.84	7284.73
REP05				2766.08	2904.38	3049.60	3202.08	3362.18
FIRE CAPTAIN				24.6971	25.9320	27.2286	28.5900	30.0195
05150/55150				6232.89	6544.53	6871.76	7215.35	7576.13
REP05				2876.72	3020.55	3171.58	3330.16	3496.67
FIRE CAPTAIN (PARAMEDIC)				25.6850	26.9692	28.3177	29.7336	31.2203
05067/55067				5301.54	5566.62	5844.96	6137.20	6444.05
REP05				2446.86	2569.21	2697.67	2832.55	2974.18
FIRE INVESTIGATOR I				30.5858	32.1151	33.7209	35.4069	37.1772
05068/55068				5990.38	6289.90	6604.40	6934.62	7281.35
REP05				2764.79	2903.03	3048.18	3200.59	3360.62
FIRE INVESTIGATOR II				34.5599	36.2879	38.1023	40.0074	42.0078

Year 2008/09 Effective 6/21/2008

SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
05065/55065 REP05 FIRE PREVENTION OFFICER I				4593.16 2119.92 26.4990	4822.83 2225.92 27.8240	5063.97 2337.22 29.2152	5317.17 2454.08 30.6760	5583.03 2576.78 32.2098
05064/55064 REP05 FIRE PREVENTION OFFICER TRAINEE (A-B)							3600.83 1661.92 20.7740	3780.87 1745.02 21.8127
05066/55066 REP05 FIRE PREVENTION OFFICER II				4957.40 2288.03 28.6004	5205.27 2402.43 30.0304	5465.53 2522.55 31.5319	5738.81 2648.68 33.1085	6025.74 2781.11 34.7639
05159/55159 REP05 SENIOR FIRE PREVENTION OFFICER				5456.24 2518.26 31.4783	5729.05 2644.18 33.0522	6015.50 2776.38 34.7048	6316.27 2915.20 36.4400	6632.08 3060.96 38.2620

Year 2008/09 Effective 6/21/2008

EXHIBIT A-2 – Salary Schedule 2009-2010

SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
05010/55010				4684.29	4918.51	5164.43	5422.65	5693.79
REP05				2161.98	2270.08	2383.58	2502.76	2627.90
FIREFIGHTER				19.3034	20.2686	21.2820	22.3461	23.4634
05160/55160				5152.71	5410.35	5680.88	5964.92	6263.15
REP05				2378.17	2497.08	2621.94	2753.04	2890.69
FIREFIGHTER (PARAMEDIC)				21.2337	22.2954	23.4102	24.5807	25.8097
05050/55050				5566.19	5844.51	6136.72	6443.55	6765.74
REP05				2569.01	2697.46	2832.33	2973.95	3122.65
FIRE ENGINEER				22.9376	24.0845	25.2887	26.5531	27.8808
05141/55141				5788.81	6078.27	6382.18	6701.29	7036.36
REP05				2671.76	2805.35	2945.62	3092.90	3247.55
FIRE ENGINEER (PARAMEDIC)				23.8550	25.0478	26.3002	27.6152	28.9960
05020/55020				6292.83	6607.47	6937.84	7284.73	7648.97
REP05				2904.38	3049.60	3202.08	3362.18	3530.30
FIRE CAPTAIN				25.9320	27.2286	28.5900	30.0195	31.5205
05150/55150				6544.53	6871.76	7215.35	7576.13	7954.93
REP05				3020.55	3171.58	3330.16	3496.67	3671.51
FIRE CAPTAIN (PARAMEDIC)				26.9692	28.3177	29.7336	31.2203	32.7813
05067/55067				5566.62	5844.96	6137.20	6444.05	6766.26
REP05				2569.21	2697.67	2832.55	2974.18	3122.89
FIRE INVESTIGATOR I				32.1151	33.7209	35.4069	37.1772	39.0361
05068/55068				6289.90	6604.40	6934.62	7281.35	7645.42
REP05				2903.03	3048.18	3200.59	3360.62	3528.66
FIRE INVESTIGATOR II				36.2879	38.1023	40.0074	42.0078	44.1082

Year 2009/10 Effective 6/20/2009

SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
05065/55065				4822.83	5063.97	5317.17	5583.03	5862.19
REP05				2225.92	2337.22	2454.08	2576.78	2705.62
FIRE PREVENTION OFFICER I				27.8240	29.2152	30.6760	32.2098	33.8203
05064/55064							3780.87	3969.91
REP05							1745.02	1832.26
FIRE PREVENTION OFFICER TRAINEE (A-B)							21.8127	22.9033
05066/55066				5205.27	5465.53	5738.81	6025.74	6327.03
REP05				2402.43	2522.55	2648.68	2781.11	2920.17
FIRE PREVENTION OFFICER II				30.0304	31.5319	33.1085	34.7639	36.5021
05159/55159				5729.05	6015.50	6316.27	6632.08	6963.68
REP05				2644.18	2776.38	2915.20	3060.96	3214.01
SENIOR FIRE PREVENTION OFFICER				33.0522	34.7048	36.4400	38.2620	40.1751

Year 2009/10 Effective 6/20/2009

EXHIBIT B-1 – Employee Payroll Deduction Authorization And Request

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION AND REQUEST
FOR FIREFIGHTERS UNION LOCAL 522

(Front side of form to be completed and executed by employee and Secretary-Treasurer)

I, _____, hereby request and authorize the City of Sacramento to deduct from my earnings and transmit to the Secretary-Treasurer of Firefighters Union Local 522, 3101 Stockton Boulevard, Sacramento, California, the amount per month required for payment of the items initialed below, which amount, and any subsequent changes therein, shall be certified to the Director of Labor Relations of the City of Sacramento in writing by the Secretary-Treasurer of the Union:

___ LIFE INSURANCE PREMIUMS

___ MEDICAL/HOSPITAL INSURANCE PREMIUMS

___ DENTAL INSURANCE PREMIUMS

___ DISABILITY INSURANCE PREMIUMS

___ CHARITABLE CONTRIBUTION

___ AUTOMOBILE INSURANCE PREMIUMS

I understand that this authorization is subject to the terms and conditions as indicated on the reverse side hereof. I further understand that this authorization may be used by the Union as its authorization to represent me in matters concerning the terms and conditions of my employment with the City.

Employee Signature _____ Classification _____ DATE _____

Firefighters Union Local 522 agrees to and does hereby, indemnify, defend, and hold the City, its officers, agents, and employees harmless against any claims made, liability incurred, and any suits instituted against them or any one of them on account of the payroll deduction herein authorized and requested.

Accepted on behalf of Firefighters Union Local 522: By: _____
Secretary-Treasurer

(The Reverse Side of Employee Payroll Deduction Authorization and Request for Firefighters #522)

PLEASE READ

I understand and agree that:

1. Neither the City of Sacramento, nor any of its officers, agents or employees, make any representations of any kind or nature concerning such insurance plan or plans; or charitable programs; and that the City of Sacramento is simply providing payroll deductions as a benefit to those eligible employees who choose to avail themselves of this service and who have decided that they wish to be covered by a plan or plans.

2. The City of Sacramento, and its officers, agents and employees assume no liability on account of payroll deductions made or any action taken or not taken pursuant to this authorization and request.

3. The City of Sacramento will not make the herein authorized and requested deduction from my earnings in the event that my earnings for the pay period from which the said deduction would ordinarily be made are not sufficient after other legally required deductions are made, nor will the City in such event make the said payroll deduction for such period at a later date, nor will the City accept a deposit from me of my contribution for such period for transmittal to the Union.

4. This authorization and request shall remain in full force and effect throughout the duration of this Agreement, and that if I wish to revoke this authorization during this period, I must do so in writing, properly delivered or mailed to the Secretary-Treasurer of the Union, with a copy of such revocation delivered to the City's Director of Labor Relations. Provided however, that this authorization shall be automatically revoked when my present employment with the City of Sacramento terminates for any reason, or when this payroll deduction benefit is no longer included in an effective Agreement between the Union and the City, or when the Union ceases to be certified as a recognized employee organization under applicable City law, whichever occurs first.

5. PLEASE NOTE: It is my responsibility to check my payroll stub to verify that the proper payroll deductions I am hereby authorizing and requesting have in fact been made.

EXHIBIT B-2 – Employee Payroll Deduction For Union Dues/Agency Shop

SACRAMENTO AREA FIRE FIGHTERS, LOCAL 522
EMPLOYEE PAYROLL DEDUCTION FOR UNION DUES/AGENCY SHOP
(Fire Department Unit)

(THIS SIDE TO BE COMPLETED AND EXECUTED BY EMPLOYEE.)

I, _____ (print name), hereby request and authorize my employer, the City of Sacramento, to deduct from my earnings an amount sufficient to pay, based upon my designation below, the current rate of monthly dues of the Sacramento Area Fire Fighters, Local 522, or the current monthly service fee, or the charitable contribution in-lieu-of the service fee. I understand that the amount necessary to pay such monthly dues, service fee, or charitable contribution shall be certified to the Director of Labor Relations of the City by a duly authorized officer of Sacramento Area Fire Fighters, Local 522. I also understand and agree:

1. I must meet the requirements as specified in the labor agreement for my designation of a charitable contribution to be considered as a valid substitute for the required service fee.
2. The City of Sacramento, and its officers, agents and employees, assume no liability on account of payroll deduction made or any action taken or not taken pursuant to this authorization and request.
3. This authorization and request shall remain in effect until terminated by me in writing properly delivered or addressed to the Director of Labor Relations of the City of Sacramento or until my present employment with the City of Sacramento terminates for any reason, or until the Sacramento Area Fire Fighters, Local 522 ceases to be certified as a recognized employee organization under applicable City law, whichever occurs first.
4. The City of Sacramento will not make the herein authorized and requested deduction from my earnings in the event that my earnings for the pay period from which the said deduction would ordinarily be made are not sufficient after other legally required deductions are made, nor will the City in such event make the said payroll deduction for such period at a later date, nor will the City accept a deposit from me of my contribution for such period for transmittal to the payee.
5. **PLEASE NOTE**. It is my responsibility to check my payroll stub to verify that the proper payroll deduction I am hereby authorizing and requesting has in fact been made.

SELECT ONLY ONE DEDUCTION BELOW	
If Initialed Below, Submit This Card To: Sacramento Area Fire Fighters, Local 522 3101 Stockton Blvd. Sacramento, CA 95820	If Initialed Below, Submit This Card To: Office of Labor Relations 915 I Street, Admin. Bldg., Rm. 4133 Sacramento, CA 95814-2604
_____ Initials Union Membership (DUES/DU522) _____ Initials Service Fee (DUDFA/522SF)	Charitable Contribution - (Additional Form Required) (In-Lieu-Of-Service Fee) (Call 808-5424) _____ Initials United Way (CHUW) _____ Initials Combined Health Agencies Drive (CHCH) _____ Initials Firefighters Burn Institute (CHBC)

Employee Signature _____ Social Security No. ____ - ___ - _____ Date _____

UNION MEMBERSHIP ONLY

(To be completed by an authorized officer of the Sacramento Area Fire Fighters, Local 522.)

The City will deduct the regular monthly employee organization dues in accordance with the employees' authorization, subject to the following terms and conditions:

(i) The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate employee organization dues. When a member in good standing of the appropriate employee organization is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

(ii) A duly authorized officer of Sacramento Area Fire Fighters, Local 522 shall certify to the City in writing the amount of the regular current rate of monthly dues, and subsequent changes therein and the name, title, address and authority of the employee organization representative to whom dues withheld are to be transmitted.

(iii) Sacramento Area Fire Fighters, Local 522 agrees to indemnify, defend, and hold the City, its officers, agents and employees harmless against any claims made and against any suits instituted against them or any one of them on account of the checkoff of employee organization dues.

Accepted on behalf of the Sacramento Area Fire Fighters, Local 522:

BY: _____ Date: _____

Title _____

EXHIBIT C – Repair or Replacement of Damaged Personal Property

1. Policy

   a. Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment and performance of their assigned duties.

   b. The option to repair or replace damaged items, and to determine whether replaced property will be returned to the employee, rests with the City.

   c. The intent of this regulation is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches or personal professional equipment if necessarily worn or carried by the employee in the course of his/her employment. Reimbursement shall be authorized only when the damage is caused by extraordinary circumstances which arise out of the employment, and not from normal hazards or ordinary wear and tear. This policy extends to both field and office personnel.

2. Exclusions: This Policy shall not apply to:

   a. Losses of precious or semi-precious stones from settings in watches, eyeglasses and other normally utilitarian items or losses to pieces of personal jewelry.

   b. Losses to any automobile, vehicles, trailer, motorcycle or any equipment thereto.

   c. Losses to employee's property while in the care, custody and control of others.

   d. Losses to the property of others while in the care, custody and control of the employee.

   e. Losses of money.

   f. Losses resulting from acts of negligence or deliberate destructive acts on the part of the employee.

   g. Losses resulting from ordinary wear and tear incidental to normal use and employment.

3. Misrepresentation

   The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstance concerning the subject of the loss, his/her interests therein, or in the case of any fraud or false statements by the employee relating thereto.

4. Valuation

Upon acceptance of a claim, the City shall not be liable beyond the actual cash value of the employee's property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind or quality.

5. Recovery

If in the event of any loss or damage, the employee shall acquire any right of action against any individual, firm or corporation for loss or damage to property covered by this policy, the employee assigns and transfers to the City, at the City's option, all such rights of action to the extent of the amount paid, and will permit suit to be brought in the employee's name under the direction of and at the expense of the City.

6. Insurance

In the event the employee has insurance covering a loss to which this policy applies, the benefits afforded by this policy shall apply only as excess benefits over such others as are paid under such insurance.

7. Liability Limits

Notwithstanding any of the above, an individual employee shall recover no more than $200 in any calendar year as a result of this policy. Items of theft, or mysterious disappearance, shall be reported to the Police Department prior to the preparation of any loss claim.