



REPORT TO COUNCIL

City of Sacramento

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915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

CONSENT
December 9, 2008

Honorable Mayor and
Members of the City Council

Title: Adoption of the Amended Labor Agreement in the Fire Department Unit

Location/Council District: City-wide

Recommendation: Adopt a resolution: 1) repealing the Employer-Employee Relations Policy (97-400 and 93-018); 2) adopting the Employer-Employee Relations Policy moving the Fire Battalion Chiefs from the unrepresented Exempt Management Unit (RU01) to the represented Fire Department Unit (RU05); 3) amending the collective bargaining agreement with the Sacramento Area Fire Fighters Local 522 to cover the Fire Battalion Chiefs within the Fire Department Unit; and, 4) approving the salary schedule applicable to the newly represented classification of Fire Battalion Chief.

Contact: Dee Contreras, Director of Labor Relations, 808-5424 or Ed Takach, Labor Relations Officer

Department: Labor Relations

Division: Not applicable

Organization No: 09000

Description/Analysis

Issue: The Fire Battalion Chiefs filed a petition to accrete into the Fire Department Unit and after an election supervised by the State Mediation and Conciliation Service, the Sacramento Area Fire Fighters, Local 522 was named as their representative. The City has reached a tentative agreement with Local 522 to include Fire Battalion Chiefs in the existing collective bargaining agreement covering the current 585 employees and the 15 Fire Battalion Chiefs for the period December 20, 2008 to January 2, 2010.

Policy Considerations: Approval of the amended agreement by the Sacramento City Council is consistent with the Meyers-Milias-Brown Act and adheres to the City's positive labor-management relations program.

Environmental Considerations: Not applicable

Rationale for Recommendation: The Fire Battalion Chiefs have petitioned for representation as management employees in a separate unit several times over the past five years. The City rejected the independent unit and the PERB Board rejected the petition based on the City decision. In the latest effort Local 522 requested to represent them in the existing Fire Department Unit and the Fire Battalion Chiefs voted unanimously to move into Unit 5. After the election the City and Local 522 met to negotiate inclusion of the Fire Battalion Chiefs into the existing Agreement. The tentative agreement with Local 522 is consistent with the current labor agreements and is a fair, reasonable, and appropriate transfer of these employees into the represented unit.

Financial Considerations: There are no new significant costs associated with the amendment. The recommended salaries are cost neutral as the employees will be placed at the salary nearest their current compensation. Current management benefits will end on December 19, 2008, so there is no overlap in benefits. The cost of battalion chief overtime is partially offset by the current out-of-class pay for other classifications to fill vacant battalion chief positions. The Fire Department will cover any additional cost associated with the change within the current budget.

Emerging Small Business Development (ESBD): Not applicable.

Respectfully Submitted by: Dee Contreras
Dee Contreras, Director of Labor Relations

Approved by: Gus Vina
Gus Vina, Assistant City Manager

Recommendation Approved:

for Ray Kerridge
Ray Kerridge
City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

Adoption of the Amended 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, regarding the inclusion of Fire Battalion Chiefs into the Unit.
- B. The parties have reached an agreement on the terms and conditions of employment for the Fire Battalion Chiefs to be included in the Agreement effective December 20, 2008, which is attached as Exhibit B and salary schedule which is attached as Exhibit C.
- 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.

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

- A. Section 1. The Employer-Employee Relations Policy (97-400 and 93-018) is repealed.

Section 2. The Employer-Employee Relations Policy is amended removing the Fire Battalion Chiefs from Unrepresented Management to the Fire Department Unit (Unit 05).

Section 3. The Labor Agreement covering the Fire Department Unit is amended to include the Fire Battalion Chief classification and the Director of Labor Relations is authorized to execute the Agreement.

Section 4. The salary schedule for the classification of Fire Battalion Chief is adopted as attached.

Table of Contents:

- B. Exhibit A: The Employer-Employee Relations Policy – 25 pages
- C. Exhibit B: The 2008-2010 Labor Agreement Covering the Fire Department Unit – 77 pages
- D. Exhibit C: Salary Schedules – 2 pages

EMPLOYER-EMPLOYEE RELATIONS POLICY

ARTICLE I – STATEMENT OF PURPOSE

This Resolution is enacted pursuant to California Government Code Sections 3500 et seq., to establish orderly procedures to promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the City and its employee organizations. It is the purpose of this Resolution to promote the improvement of personnel management and employer-employee relations within the City by providing a uniform basis for recognizing the right of its employees to join organizations of their own choice and be represented by such organizations in their employment relationship with the City.

Nothing contained herein shall be deemed to supersede the provisions of existing State law, the City Charter, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees and the City.

ARTICLE II – AUTHORITY OF CITY MANAGER

The City hereby declares, as a matter of policy, that the City Council and its members will deal with employee organizations and their representatives solely through the City Manager except when otherwise expressly provided for by the terms of this Resolution.

ARTICLE III – DEFINITIONS

1. The terms "employee organization", "recognized employee organization", and "mediation" have the meanings specified in California Government Code Section 3501.

2. The meaning of "scope of representation" is as that term is defined in California Government Code Section 3504.

3. Except as otherwise provided for in a collective bargaining agreement, an "employee" shall mean (a) a full-time career employee, or (b) an employee who works, within one year from each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

4. "Confidential Employee" means an employee who regularly participates in making or regularly has advance knowledge of decisions of the City affecting employee relations.

5. "Management Employee" means an employee having responsibility for formulating, administering, or managing the implementation of City policies and programs.

6. "Supervisory Employee" means an employee having responsibility for assigning and directing the work of other employees, or for rewarding or disciplining them, or for adjusting their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

7. "Professional Employee" means an employee engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (b) involving the consistent exercise of discretion and judgment in its performance, and (c) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (d) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental manual or physical processes.

8. "Employee Relations Officer" means the City Manager or his duly authorized representative.

9. "Proof of Employee Approval" is demonstrated under this Resolution by (a) an authorization card recently signed by an employee, or (b) employee dues deduction authorizations, using the payroll immediately prior to the date a petition is filed hereunder, except that deductions for more than one employee organization for the account of any one employee shall not be considered proof of employee approval for more than one employee organization, or (c) a verified authorization petition or petitions recently signed by an employee. The words "recently signed" mean signed within one hundred eighty (180) days prior to the filing of a petition hereunder.

10. "Impasse" means a deadlock in discussions between a recognized employee organization and the Employee Relations Officer over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter.

ARTICLE IV – REPRESENTATION UNITS

The representation units set forth in Exhibit "A" attached hereto are the appropriate units for representation by recognized employee organizations.

ARTICLE V – RECOGNIZED EMPLOYEE ORGANIZATIONS

An employee organization that wishes to be certified as the recognized employee organization for a designated representation unit for which unit no employee organization has been certified shall file a recognition petition with the Employee Relations Officer.

1. Petition – The petition shall be signed by the organization's duly authorized officers, and shall contain the following information and documentation:

- (a) The name and mailing address of the organization.
- (b) The names and titles of its officers.
- (c) Designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular mail will be deemed sufficient notice on the organization for any purpose.
- (d) A statement that the organization does not discriminate or restrict membership or participation based on race, color, creed, national origin, or sex.
- (e) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City.
- (f) A statement that the employee organization agrees to comply with the provisions of this Resolution.
- (g) A copy of its constitution and bylaws, if any.
- (h) Identification of the representation unit for which petitioner seeks certification as the recognized employee organization.
- (i) Proof of employee approval of thirty percent (30%) or more of the employees within such representation unit.

The Employee Relations Officer shall give written notice of such petition to the petitioner, to the employees involved and to any employee organization that has filed a written request for receipt of such notice to him. Within thirty (30) days of the date of such notice, other employee organizations may file a challenging petition seeking to become the recognized employee organization within such representation unit.

2. Election

- (a) Calling of Election – The Employee Relations Officer shall, whether or not a challenging petition is filed, request the State Conciliation Service to call and conduct a secret ballot election in accordance with its own procedures and regulations and pursuant to the election procedures as herein below set forth. If a challenging petition is filed, and is accompanied by proof of employee approval equal to at least ten percent (10%) of the employees within the representation unit, the State Conciliation Service shall include such challenging employee organization on the ballot.
- (b) Election Procedures – Whenever the State Conciliation Service calls an election pursuant hereto, it shall include the choice of no organization on the ballot. Employees entitled to vote in a representational election shall be those employees within the representation unit whose name appeared on the payroll immediately prior to the date of the election. An employee

organization shall be certified by the Employee Relations Officer as the recognized employee organization within the representation unit if...

- (1) That employee organization has received the vote of a numerical majority of all the employees eligible to vote in the unit of which the election is held, or,
- (2) More than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, and the employee organization receives a numerical majority of all votes cast in the election, or,
- (3) In an election involving three or more choices, where none of the choices receives a majority of the ballot votes cast, and where more than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, a run-off election shall be conducted between the two choices receiving the largest number of ballot votes cast; the rules governing an initial election being applicable to a run-off election.

3. Decertification Procedures – A decertification petition may be filed with the Employee Relations Officer by employees or an employee organization to determine whether or not a recognized employee organization continues to represent a majority of the employees in the representation unit. Such petition must be accompanied by proof of employee approval equal to at least thirty percent (30%) of the employees within the representation unit. The time periods for a petition to be filed with the Employee Relations Officer are: a) after the first full year of recognition if no written agreement has been negotiated; b) within the period commencing ninety (90) and ending sixty (60) days immediately prior to the expiration date of a written agreement; or c) any time after a written agreement has been in effect for five years or more. When such a valid petition has been filed, the State Conciliation Service shall be requested to conduct an election to determine whether or not the incumbent recognized employee organization shall be decertified, and where filed by an employee organization, whether such organization shall be recognized. Such election shall be in accordance with the procedures and regulations of the State Conciliation Service, and the election procedures as hereinabove set forth.

4. In the event that the State Conciliation Service is unable to or unwilling to provide any of the services required of it by paragraphs 2 and 3 above, the American Arbitration Association, or another impartial third party agreed to by the City and the concerned employee organization(s), shall perform said services.

5. Costs of conducting elections, if any, shall be borne equally by the City and the employee organization(s).

6. Recognized employee organizations shall annually, on or before the anniversary date of recognition, file a written statement with the Employee Relations Officer, indicating changes in items (a) through (g) as they appeared in the recognition petition filed pursuant to paragraph 1 of this Article, or as subsequently amended by a written statement hereunder, or, as appropriate, shall indicate that there has been no change in

such information. The statement shall be signed by the duly authorized officers of the recognized employee organization.

ARTICLE VI – MEET AND CONFER

Upon request, a recognized employee organization shall have the right to meet and confer in good faith regarding matters within the scope of representation with the Employee Relations Officer and/or his designees. Provided, however, that nothing herein shall require meeting and conferring between parties to a Memorandum of Understanding during the term of such Memorandum regarding matters to take effect during such term, except that such parties may meet and confer during such term on a matter within the scope of representation where (a) the matter was not covered by the Memorandum or expressly raised as an issue during the meeting and conferring process out of which such Memorandum arose, and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not have reasonably been anticipated by both parties at the time they signed such Memorandum.

Employees in classifications not included in supervisory and confidential representation units shall not participate in meeting and conferring or grievance resolution processes pertaining to supervisory and confidential representation unit classifications.

In the absence of express authorization in advance by the Employee Relations Officer, not more than two City employees representing a recognized employee organization requesting such a meeting shall be entitled to attend without loss of compensation or other benefit, nor shall more than a total of three representatives for each recognized employee organization be entitled to attend such meetings.

City employees who shall represent a recognized employee organization at such meeting shall give reasonable advance notice thereof to their immediate supervisor, but in no event shall such notice be given less than one full working day or shift before the meeting; except, however, that the Employee Relations Officer may, in his discretion, waive this requirement for advance notice.

If agreement is reached on matters subject to approval by the City Council or by the Civil Service Board or Retirement Board, the parties shall jointly prepare a written memorandum of such understanding, and the Employee Relations Officer shall present it to the Council or such Board, as appropriate, for determination. If agreement is reached on matters not subject to such approval, the Employee Relations Officer and the recognized employee organization(s) shall, at the request of one of the parties, prepare a written memorandum of such understanding.

ARTICLE VII – PAYROLL DEDUCTIONS

Only recognized employee organizations shall have the right to have the regular membership dues of its members deducted from employees' paychecks upon the written authorization of each such employee member in such form as will not infringe upon an employee's rights under California Government Code Sec. 3502.

This Article shall not be construed to restrict a recognized employee organization from meeting and conferring with the City regarding additional payroll deductions upon the written authorization of employees in such representation unit.

ARTICLE VIII – COMMUNICATION WITH EMPLOYEES

Reasonable access to employee work locations shall be granted to officers of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers shall not enter any work location without previous notice to and consent from the Department Head or his designee, and access may be restricted so as not to interfere with departmental operations or with established safety and security requirements.

Campaigning for office, conducting meetings or elections, and other internal employee organization business of a similar nature shall not be carried on during work hours.

ARTICLE IX – USE OF CITY FACILITIES

City buildings and other facilities may be made available for use by City employees or an employee organization or their representatives in accordance with administrative procedures governing such use.

ARTICLE X – ADVANCE NOTICE

Except in cases of emergency as provided in this Article, the City Council, the Civil Service Board and the Retirement Board, shall give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, the Civil Service Board, or the Retirement Board, and shall give such recognized employee organization the opportunity to meet with the City Council, the Civil Service Board, or the Retirement Board. The Council or such Board shall, upon request of the Employee Relations Officer or a recognized employee organization, delay consideration of the matter proposed to be acted upon for such period of time deemed to be reasonable by the Council or such Board, to give the parties an opportunity to meet and confer thereon in order to endeavor to agree upon a joint recommendation to be made to the Council or such Board.

In cases of emergency when the City Council, the Civil Service Board, or the Retirement Board determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City Council, the Civil Service Board, or the Retirement Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE XI – EMPLOYEE ORGANIZATION

Employee organizations may represent their individual employee members in individual employment relations, including grievances, to the extent required by the Government Code.

ARTICLE XII – INDIVIDUAL EMPLOYEES

Nothing in this Resolution shall be construed to restrict or in any way modify the right of an individual employee to present matters involving his individual employment relationship to the appropriate level of management, provided that any action taken in not inconsistent with the terms of a memorandum or understanding then in effect, and that before any action is taken which could affect the terms and conditions of employment of other employees in the representation unit, such proposed action is communicated to the recognized employee organization for its opinion on the merits and the effect on the proposed action.

ARTICLE XIII – PROHIBITION AGAINST DISCRIMINATION

No appointing authority or his representative shall discriminate for or against any employee organization, or in any way coerce or influence any employee in his free choice to join or refrain from joining any employee organization.

It is the policy of the City to affirmatively support and encourage equal opportunity of employment for members of racial, religious and other minority groups. If evidence of such discrimination by an employee organization comes the attention of the Employee Relations Officer, it shall be his duty to refer such evidence to an appropriate legal authority having jurisdiction thereof, if any.

ARTICLE XIV – APPLICATION OF LABOR CODE SECTION 923

The enactment of this Resolution shall not be construed as making the provisions of Section 923 of the Labor Code applicable to employees or employee organizations.

ARTICLE XV – IMPASSE PROCEDURES

1. Initiation of Impasse Procedures – Impasse procedures may be invoked after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedures by filing with the other party or parties a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting shall be two-fold:

- (a) To permit a review of the position of all parties in a final effort to reach an agreement on the disputed issues; and

- (b) If agreement is not concluded, to discuss arrangements for implementing the specific impasse procedure or procedures to which the dispute shall be submitted.

2. Impasse Procedures – Impasse procedures are as follows:

- (a) If the parties so agree, the dispute shall be submitted directly to the City Council for determination.
- (b) If they do not so agree with a reasonable period of time, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties are unable to agree on a mediator after a reasonable period of time, they shall select the mediator from a list of three names to be provided by the State Conciliation Service, or if that body for any reason shall fail to provide such list, by the American Arbitration Association. The recognized employee organization or organizations shall first strike one name, the Employee Relations Officer shall then strike one name, and the name remaining shall be the mediator.
- (c) If the parties have failed to resolve all their disputes through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the issues in dispute directly to the City Council. In that event the City Council shall finally determine the issues after conducting a public hearing thereon and after such further investigation of the relevant facts as it may deem appropriate.
- (d) If the parties fail to agree to submit the dispute directly to the City Council, the disputed issues shall be submitted to fact-finding.

The parties may agree on the appointment of one or more fact-finders. If they fail to so agree, a fact-finding panel of three shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the recognized employee organization, and those two shall name a third, who shall be the chairman. If they are unable to agree upon a third, they shall select the third member from a list of five names to be provided by the American Arbitration Association, the one to serve to be determined by the alternate striking of names, with the party who is to strike the first name to be determined by chance method.

The following constitute the jurisdictional and procedural requirements for fact-finding:

- (1) Fact-finders shall not have served as mediator in the same impasse under subparagraph (b), and shall not be employees or officers of the City or members of one of the City's employee organizations.
- (2) Fact-finding is authorized hereunder in connection with all disputed issues that are within the scope of representation.

- (3) The fact-finder(s) shall, to the extent they are applicable, determine and apply the following standards to the disputed issues in making recommendations:
 - (i) City job classifications shall be compared to comparable job classifications in private and public employment in the Sacramento metropolitan area, and in the three California cities next larger and the three California cities next smaller in population than Sacramento, to the extent such can be reasonably done.
 - (ii) In determining job comparability, the following factors will be considered: The nature and complexity of the duties involved; the degree of supervision received and exercised; the educational, experience and physical qualifications, and the special skills required; the physical working conditions; and the hazards inherent in the job.
 - (iii) Comparisons shall be in terms of total compensation and benefits of employment, and, to the extent feasible, shall be measured in monetary terms.
 - (iv) The comparison data as hereinabove provided for shall, to the extent feasible, be adjusted as appropriate for differences in the cost of living in Sacramento as compared to other cities considered; the benefits of job stability and continuity of employment; difficulty of recruiting qualified applicants; and equitable employment benefit relationships between job classifications in City employment.
 - (v) The state of the economy in the Sacramento metropolitan area, and the financial condition and resources of City government, shall be considered.
- (4) The fact-finder(s) shall make written findings of fact and recommendations for the resolution of the issues in dispute, which shall be presented in terms of the standards specified in (3) above. The fact-finder or chairman of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the recognized employee organization. If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, and in no event later than ten (10) days prior to the final date set by law for fixing of the tax rate, the fact-finder or the chairman of the fact-finding panel shall make them public by submitting them to the City Clerk for consideration by the City Council in connection with the Council's legislative determination of the issues.
- (5) Costs of mediation and fact-finding shall be divided one-half to the City and one-half to the recognized employee organization.

EXHIBIT "A"

DESIGNATION OF REPRESENTATION UNITS
AND UNREPRESENTED CLASSIFICATIONS

A. The Council determines that the following (including special job classifications designated by "Special Manpower Planning") are the appropriate representation units:

1. Building Trades and Craft Unit

Blacksmith-Welder
Carpenter
Electrician
Electrician Lineworker
Electrician Supervisor
Machinist
Machinist Helper
Machinist Supervisor
Mechanical Maintenance Supervisor
Painter
Plumber
Plumber Apprentice
Roofer
Senior Carpenter
Senior Electrician
Senior Painter
Senior Plumber
Senior Sheet Metal Worker
Sheet Metal Worker
Stagehand I
Stagehand II
Structural Maintenance Supervisor

2. Plant Operator Unit

Heating, Ventilation and Air Conditioning Systems Mechanic
Junior Plant Operator
Plant Operator
Senior Heating, Ventilation and Air Conditioning Systems Mechanic
Senior Plant Operator
Senior Stationary Engineer
Stationary Engineer

3. Water and Sewer Unit
 - Assistant Water Cross-Connection Control Specialist
 - Utilities Field Services Leadworker
 - Utilities Field Services Serviceworker
 - Utilities Field Services Serviceworker (Apprentice)*
 - Water Cross-Connection Control Specialist

4. Traffic Engineering Unit
 - Traffic Supervisor
 - Traffic Worker I
 - Traffic Worker II
 - Traffic Worker III
 - Traffic Worker Trainee

5. Fire Department Unit
 - Fire Battalion Chief
 - Fire Captain
 - Fire Captain (Paramedic)
 - Fire Engineer
 - Fire Engineer (Paramedic)
 - Fire Investigator I
 - Fire Investigator II
 - Fire Prevention Officer I
 - Fire Prevention Officer II
 - Fire Prevention Officer Trainee
 - Firefighter
 - Firefighter (Paramedic)
 - Senior Fire Prevention Officer

6. Police Department Unit
 - Community Service Officer*
 - Dispatcher I
 - Dispatcher II
 - Dispatcher III
 - Police Officer
 - Police Sergeant

7. Professional Unit
 - Arborist/Urban Forester
 - Archivist
 - Art Museum Registrar

Professional Unit – Continued

Assistant Planner
Associate Curator of Art
Associate Planner
Geographic Information Systems Specialist I
Geographic Information Systems Specialist II
Geographic Information Systems Specialist III
Graphic Designer
Junior Planner
Media Production Specialist I
Media Production Specialist II
Museum Registrar
Public Information Coordinator
Real Property Agent I
Real Property Agent II
Real Property Agent III
Telecommunications Systems Analyst I
Telecommunications Systems Analyst II
Telecommunications Systems Analyst III
Water Quality Chemist

8. Office and Technical Unit

Account Clerk I
Account Clerk II
Accounting Technician
Architectural Technician I
Architectural Technician II
Architectural Technician III
Arts Program Assistant
Arts Program Coordinator
Booking Coordinator
Boutique Operator
Building Inspector 1
Building Inspector 2
Building Inspector 3
Building Inspector 4
Building Technician
Burglary/Robbery Alarm Inspector
Buyer I
Buyer II
Buyer III
Cashier
Central Services Assistant I
Central Services Assistant II

Office and Technical Unit – Continued

Central Services Assistant III
Child Care Assistant
Claims Collector
Clerk I
Clerk II
Clerk III
Code Enforcement Officer
Communications Assistant
Community Service Representative I
Community Service Representative II
Computer Operator I
Computer Operator II
Construction Inspector I
Construction Inspector II
Construction Inspector III
Customer Service Assistant
Customer Service Representative
Customer Service Specialist
Customer Service Trainee
Data Entry Technician
Department Systems Specialist I
Department Systems Specialist II
Development Services Technician I
Development Services Technician II
Development Services Technician III
Elder Care Assistant
Electrical Construction Inspector I
Electrical Construction Inspector II
Electrical Construction Inspector III
Engineering Technician I
Engineering Technician II
Engineering Technician III
Events Coordinator
Exhibits Coordinator
Facility Drawings Technician
Fingerprint Clerk
Fleet Management Technician
Forensic Investigator I
Forensic Investigator II
Graphics Assistant
Human Services Program Coordinator*
Information Technology Support Specialist I
Information Technology Support Specialist II
Information Technology Trainee

Office and Technical Unit – Continued

Key Data Operator I
Landscape Technician I
Landscape Technician II
Lead Forensic Investigator
Media and Computer Specialist
Microcomputer Systems Specialist
Neighborhood Resources Coordinator I
Neighborhood Resources Coordinator II
Offset Equipment Operator
Personnel Transactions Coordinator
Planning Technician I
Planning Technician II
Plans Examiner I
Plans Examiner II
Plans Examiner III
Police Clerk I
Police Clerk II
Police Clerk III
Police Records Specialist I
Police Records Specialist II
Police Records Specialist III
Program Coordinator
Program Developer
Program Leader
Property Assistant
Recreation Aide*
Recreation Leader
Recreation Leader (Special Needs)*
Revenue Services Representative
Revenue Services Trainee
Secretary
Secretary to the Planning Commission
Senior Central Services Assistant
Senior Claims Collector
Senior Computer Operator
Senior Customer Service Representative
Senior Data Entry Technician
Senior Department Systems Specialist
Senior Engineering Technician
Senior Information Technology Support Specialist
Senior Key Data Operator
Senior Landfill Engineering Technician
Senior Personnel Transactions Coordinator
Senior Property Assistant

Office and Technical Unit – Continued

Senior Recreation Aide*
Senior Revenue Services Representative
Senior School Crossing Guard*
Senior Utility Customer Service Technician
Service Contract Inspector
Special Program Leader*
Stenographer Clerk I
Stenographer Clerk II
Stenographer Clerk III
Storekeeper
Stores Clerk I
Stores Clerk II
Surveillance Equipment Technician
Ticket Seller
Traffic Investigator I
Traffic Investigator II
Traffic Investigator III
Transportation Systems Management Coordinator
Typist Clerk I
Typist Clerk II
Typist Clerk III
Utility Customer Service Technician I
Utility Customer Service Technician II
Utility Customer Service Technician III
Utility Services Inspector
Water Quality Laboratory Technician
Zoning Investigator

9. Operations and Maintenance Unit

Animal Care Technician
Animal Control Officer
Assistant Code Enforcement Officer
Assistant Greenskeeper*
Building Maintenance Worker
Community Center Attendant I
Community Center Attendant II
Cultural Facilities Attendant
Custodian I
Custodian II
Electronic Maintenance Technician I
Electronic Maintenance Technician II
Electronic Maintenance Technician Trainee
Engineering Aide I

Operations and Maintenance Unit – Continued

Engineering Aide II
General Helper
Golf Course Marshal
Greenskeeper
Instrument Technician I
Instrument Technician II
Instrument Technician Trainee
Irrigation Technician
Landfill Equipment Operator R1
Landfill Equipment Operator R2
Maintenance Worker
Marina and Boating Facilities Attendant
Meter Reader
Motor Sweeper Operator
Park Equipment Operator
Park Maintenance Worker
Park Maintenance Worker I
Park Maintenance Worker I (Pest)
Park Maintenance Worker II
Park Maintenance Worker II (Pest)
Park Maintenance Worker III
Parking Enforcement Officer
Parking Lot Attendant
Parking Meter Coin Collector
Parking Meter Repairworker
Registered Veterinary Technician
Sanitation Worker I
Sanitation Worker II
Sanitation Worker III
Security Guard
Senior Building Maintenance Worker
Senior Custodian
Senior Electronic Maintenance Technician
Senior Maintenance Worker
Senior Parking Lot Attendant
Senior Telecommunications Technician
Senior Tree Maintenance Worker
Senior Tree Pruner
Street Construction Equipment Operator
Street Construction Laborer
Street Construction Laborer Trainee*
Survey Technician I
Survey Technician II
Telecommunications Technician I

Operations and Maintenance Unit – Continued

Telecommunications Technician II
Telecommunications Technician Trainee
Traffic Control and Lighting Technician I
Traffic Control and Lighting Technician II
Traffic Control and Lighting Technician Trainee
Tree Maintenance Worker
Tree Maintenance Worker Trainee
Tree Pruner I
Tree Pruner II
Tree Pruner Trainee
Utility Worker*
Water Waste Inspector
Zoo Attendant I
Zoo Attendant II

10. General Supervisory Unit

Assistant Box Office Supervisor
Central Services Supervisor
Central Stores Supervisor
Chief Museum Attendant
Computer Operations Supervisor
Concrete Construction Leadworker
Curator of Historical Exhibitions
Custodial Supervisor
Customer Service Supervisor
Drainage Supervisor
Enforcement and Collections Supervisor
Equipment Maintenance Supervisor
Financial Services Supervisor
Golf Course Supervisor
Instrumentation Supervisor
Marina and Boating Facilities Supervisor
Meter Reading Supervisor
Museum Security Supervisor
Office Supervisor
Parking Enforcement Supervisor
Parking Facilities Maintenance Supervisor
Parking Lot Supervisor
Parking Meter Collection Supervisor
Parking Meter Repair Supervisor
Parks Supervisor
Police Records Supervisor
Program Supervisor

General Supervisory Unit – Continued

Revenue Supervisor
Senior Accounting Technician
Senior Animal Care Technician
Senior Animal Control Officer
Senior Code Enforcement Officer
Senior Parking Lot Supervisor
Senior Police Records Supervisor
Senior Supervising Building Inspector
Senior Traffic Control and Lighting Supervisor
Solid Waste Maintenance Supervisor
Solid Waste Supervisor
Street Maintenance Supervisor
Supervising Building Inspector
Supervising Cashier
Supervising Community Center Attendant
Supervising Community Service Representative
Supervising Construction Inspector
Supervising Dispatcher
Supervising Forensic Investigator
Supervising Graphic Designer
Supervising Plant Operator
Supervising Police Clerk
Supervising Property Assistant
Supervising Surveyor
Supervising Water Quality Chemist
Survey Party Chief
Telecommunications Supervisor
Traffic Control and Lighting Supervisor
Tree Maintenance Supervisor
Tree Pruner Supervisor
Utilities Field Services Supervisor
Utility Customer Service Supervisor
Zoo Supervisor

10. Engineering Unit

Assistant Architect
Assistant Civil Engineer
Assistant Electrical Engineer
Assistant Landscape Architect
Assistant Mechanical Engineer
Associate Architect
Associate Civil Engineer
Associate Electrical Engineer

Engineering Unit – Continued

Associate Landscape Architect
Associate Mechanical Engineer
Fire Protection Engineer
Junior Architect
Junior Engineer
Junior Landscape Assistant
Landscape Assistant
Telecommunications Engineer I
Telecommunications Engineer II
Telecommunications Engineer III

11. Automotive/Equipment Mechanics Unit

Equipment Body Mechanic I
Equipment Body Mechanic II
Equipment Body Mechanic III
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Serviceworker
Fire Service Worker
General Repairworker
Supervising Fire Service Worker
Vehicle Pool Serviceworker
Vehicle Service Attendant

B. The Council designates the following class titles as "unrepresented classifications":

1. Management

Accountant Auditor
Accounting Manager
Administrative Officer
Animal Care Services Manager
Art in Public Places Specialist
Arts Administrator
Assistant City Attorney
Assistant City Clerk
Assistant City Manager
Assistant City Treasurer
Assistant Field Services Manager
Auditor
Banking Operations Analyst

Management – Continued

Budget Manager
Building Services Manager
Business Services Manager
Career Development Specialist
Chief Building Inspector
Chief Building Official
Chief Information Officer
Chief Investment Officer
Chief of Housing and Dangerous Buildings
Chief of Staff to the Mayor
City Attorney
City Clerk
City Manager
City Treasurer
Code Enforcement Manager
Contract and Compliance Specialist
Convention Center General Manager
Council Operations Manager
Curator of Art
Curator of Education
Curator of History
Debt Analyst
Deputy Chief Building Official
Deputy City Attorney I
Deputy City Attorney II
Deputy Convention Center General Manager
Deputy Director of Public Safety and Accountability
Deputy Police Chief
Director of Code Enforcement
Director of Convention, Culture and Leisure
Director of Development Services
Director of Economic Development
Director of Finance
Director of General Services
Director of Governmental Affairs
Director of Human Resources
Director of Labor Relations
Director of Neighborhood Services
Director of Office of Youth Development
Director of Parks and Recreation
Director of Planning
Director of Public Safety and Accountability
Director of Transportation
Director of Utilities

Management – Continued

District Director
E-Government Manager
Economic Development Manager
Emergency Communications Manager
Engineering Manager
Environmental Health and Safety Officer
Environmental Health and Safety Specialist
Equal Employment Specialist
Events Services Manager
Events Services Supervisor
Facilities and Real Property Superintendent
Facilities Manager
Field Services Manager
Fire Assistant Chief
Fire Chief
Fire Deputy Chief
Fleet Manager
Golf Manager
Golf Superintendent
Historic District Manager
History and Science Manager
Human Resources Manager
Information Technology Manager
Information Technology Project Manager
Information Technology Supervisor
Integrated Waste Collections Superintendent
Integrated Waste General Manager
Integrated Waste General Supervisor
Integrated Waste Planning Superintendent
Internal Audit Manager
Investment and Operations Manager
Investment Officer
Investment Operations Analyst
Junior Development Project Manager
Labor Relations Analyst
Labor Relations Manager
Labor Relations Officer
Law Office Administrator
Licensed Land Surveyor
Management Analyst
Marina Manager
Media and Communications Officer
Media and Communications Specialist
Metropolitan Arts Manager

Management – Continued

New Growth Manager
Neighborhood Services Area Manager
Operations General Supervisor
Operations Manager
Organizational Development Specialist
Park Maintenance Manager
Park Maintenance Superintendent
Park Planning, Design and Development Manager
Parking Manager
Permit Services Manager
Personnel Analyst
Planning Manager
Plant Services Manager
Police Administrative Manager
Police Captain
Police Chief
Police Lieutenant
Principal Accountant
Principal Applications Developer
Principal Building Inspector
Principal Information Technology Project Manager
Principal Management Analyst
Principal Planner
Principal Systems Engineer
Procurement Services Manager
Program Manager
Program Specialist
Recreation General Supervisor
Recreation Manager
Recreation Superintendent
Revenue Manager
Risk Manager
Senior Accountant Auditor
Senior Administrative Services Officer
Senior Applications Developer
Senior Architect
Senior Debt Analyst
Senior Deputy City Attorney
Senior Development Project Manager
Senior Engineer
Senior Investment Officer
Senior Landscape Architect
Senior Management Analyst
Senior Personnel Analyst

Management – Continued

Senior Planner
Senior Systems Engineer
Special Assistant to the City Attorney
Special Assistant to the Mayor
Special Projects Engineer
Special Projects Manager
Staff Services Administrator
Streets Manager
Supervising Animal Care Officer
Supervising Architect
Supervising Deputy City Attorney
Supervising Engineer
Supervising Financial Analyst
Supervising Information Technology Project Manager
Supervising Landscape Architect
Supervising Real Property Agent
Support Services Manager
Traffic Engineer
Training Specialist
Treasury Analyst
Treasury Manager
Urban Design Manager
Urban Forestry Manager
Utility Construction Coordinator
Veterinarian
Water and Sewer Superintendent (Field)
Water and Sewer Superintendent (Plant)
Zoo Curator

2. Exempt/Management Support

Administrative Analyst
Investigator
Program Analyst
Senior Deputy City Clerk
Workers' Compensation Claims Representative

3. Confidential/Administrative

Administrative Assistant
Administrative Assistant (Confidential/Exempt)
Administrative Technician
Administrative Technician (Confidential/Exempt)

Confidential/Administrative – Continued

Applications Developer
Data System Technician
Deputy City Clerk
Desktop Support Specialist
Executive Assistant (Exempt)
Information Technology Project Analyst
LAN Administrator
Legal Secretary (Exempt)
Legal Staff Assistant
Legal Staff Assistant (Exempt)
Paralegal (Exempt)
Payroll Technician
Personnel Technician
Programmer
Senior Legal Staff Assistant (Exempt)
Senior Staff Assistant
Staff Assistant
Staff Assistant (Exempt)
Supervising Legal Secretary
Systems Engineer
Treasury Assistant

4. Non-Career

Arts and Crafts Specialist*
Assistant Caretaker*
Assistant Cook*
Assistant Greenskeeper*
Assistant Pool Manager*
Assistant Proctor*
Building Maintenance Laborer Trainee*
Cache Logistics Coordinator*
Camp Aide*
Camp Recreation Leader*
Caretaker*
Cashier (Community Services)*
Clerical Assistant*
Dispatcher Recruit*
Events Crowd Controller*
Events Duty Person*
Events Usher*
Fire Recruit*
First Cook*
Golf Marshal/Player Assistant*

Non-Career – Continued

Graduate Student Trainee*
Head Events Crowd Controller*
Host*
Human Services Program Coordinator*
Instructor*
Law Clerk*
Lifeguard*
Marina Aide*
Nurse*
Pilot*
Police Background Assistant*
Police Cadet*
Police Recruit*
Pool Attendant*
Pool Manager*
Proctor*
Program Director*
Promotions Specialist*
Public Service Aide*
Recreation Aide*
Recreation Leader (Special Needs)*
Relief Clerical Assistant*
Reserve Dispatcher*
Reserve Police Officer I*
Reserve Police Officer II*
Reserve Police Officer III*
Reserve Police Records Specialist*
Reserve Police Sergeant*
Reserve Property Assistant*
School Crossing Guard*
Security Officer*
Senior Lifeguard*
Senior Recreation Aide*
Special Program Leader*
Student Trainee (Engineering, Computer)*
Student Trainee (Most Majors)*
Student Trainee (Paramedic)*
Ticket Seller (Exempt/Part-time)*
Tutor*
Utility Worker*
Vehicle Service Aide*
Youth Aide*

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, Fire Captain or Fire Battalion Chief.

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 Battalion Chief, 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, if applicable, 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, if applicable, or Fire Assistant 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.