



# REPORT TO COUNCIL

## City of Sacramento

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

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**CONSENT**  
**February 23, 2010**

**Honorable Mayor and  
Members of the City Council**

**Title: Adoption of Addendum #1 to the Labor Agreement in the Fire Department  
Unit**

**Location/Council District: City-wide**

**Recommendation:** Adopt: **1) a Resolution** amending the Employer-Employee Relations Policy (EERP) moving the Fire Battalion Chiefs from the unrepresented Exempt Management Unit (RU01) to the represented Fire Department Unit (RU05) and repealing the Employer-Employee Relations Policy (97-400 and 93-018); **2) adopt a Resolution** 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, **3) adopt a Resolution** 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:** 09001011

**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 mediated tentative agreement with Local 522 to include Fire Battalion Chiefs in the existing collective bargaining agreement to cover the current 585 employees and the additional 15 Fire Battalion Chiefs for the period February 27, 2010 to January 2, 2012.

**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

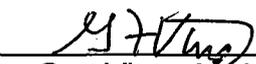
**Commission/Committee Action:** Not applicable.

**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 Public Employee Relations Board (PERB) rejected the petition based on the City decision. In the latest effort Local 522 requested to represent the Battalion Chiefs in the existing Fire Department Unit and the Fire Battalion Chiefs voted unanimously to move into Unit 05. After the election the City and Local 522 met to negotiate inclusion of the Fire Battalion Chiefs into the existing Agreement. After impasse a mediated agreement was reached with the assistance of an arbitrator. 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 February 26, 2010, 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, Director of Labor Relations

Approved by:   
Gus Vina, Assistant City Manager

Recommendation Approved:

  
Ray Kerridge  
City Manager

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**RESOLUTION NO. 2010-**

Adopted by the Sacramento City Council

February 23, 2010

**REPEAL AND ADOPTION OF THE EMPLOYER – EMPLOYEE RELATIONS  
POLICY FOR THE CITY OF SACRAMENTO**

**BACKGROUND**

- A. The Employer-Employee Relations Policy (EERP) implements the Meyers-Milias-Brown Act governing labor relations in local agencies. The EERP defines the bargaining/ representation units in the City and those classifications assigned to each unit.
- B. 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.
- C. The parties have reached an agreement on the terms and conditions of employment for the Fire Battalion Chiefs to be included in the Unit effective February 27, 2010.
- D. Removing the Fire Battalion Chief classification from the Exempt Management Unit and assigning the classification to the Fire Department Unit is consistent with the obligations of the City to bargain in good faith, and serves the interest 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:**

- 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 and adding the Fire Battalion Chiefs to the Fire Department Unit (Unit 05).

**Table of Contents:**

- Exhibit A: EERP (Track Changes)
- Exhibit B: EERP

**Exhibit A**

**EMPLOYER-EMPLOYEE RELATIONS POLICY**

**(Changes on page 15 and 24)**

**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 is 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 to 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.

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  
Street Construction Equipment Operator  
Street Construction Laborer  
Street Construction Laborer Trainee\*  
Street Maintenance Supervisor  
Structural Maintenance Supervisor

2. Plant Operator Unit

Plant Operator I  
Plant Operator I (Career Development Trainee)\*  
Plant Operator II  
Plant Operator III  
Senior Stationary Engineer  
Stationary Engineer

3. Water and Sewer Unit

Water and Sewer Leadworker  
Water and Sewer Serviceworker

Water and Sewer Unit (Continued)

Water and Sewer Serviceworker (Apprentice)\*  
Water and Sewer Serviceworker (Career Development Trainee)\*  
Water and Sewer Supervisor  
Water Cross-Connection Control Specialist

4. Traffic Engineering Unit

Senior Traffic Worker  
Traffic Supervisor  
Traffic Worker I  
Traffic Worker I (Career Development Trainee)\*  
Traffic Worker II  
Traffic Leadworker

5. Fire Department Unit

Fire Apparatus Operator  
Fire Battalion Chief  
Fire Captain  
Firefighter  
Fire Investigator I  
Fire Investigator II  
Fire Prevention Inspector II  
Fire Prevention Officer I  
Fire Prevention Officer II  
Fire Prevention Officer Trainee

6. Police Department Unit

Community Service Officer\*  
Dispatcher I  
Dispatcher II  
Dispatcher III  
Police Lieutenant  
Police Officer  
Police Sergeant  
Reserve Dispatcher\*

7. Professional Unit

Arborist  
Archivist  
Art Museum Registrar  
Assistant Planner  
Associate Curator of Art  
Associate Planner  
Economic Development Specialist I  
Economic Development Specialist II  
Geographic Analyst I

Professional Unit (Continued)

Geographic Analyst II  
Graphic Designer  
Junior Planner  
Law Clerk\*  
Librarian I  
Librarian I - Children's Services Librarian  
Librarian II  
Librarian II - Children's Services Librarian  
Librarian II - Library Automation Coordinator  
Media Production Specialist  
Museum Registrar  
Public Information Coordinator  
Senior Media Production Specialist  
Transportation System Management Program Coordinator  
Water Quality Chemist

8. Office and Technical Unit

Account Clerk I  
Account Clerk II  
Accounting Technician  
Architectural Technician  
Arts and Crafts Specialist\*  
Arts Program Assistant  
Arts Program Coordinator  
Booking Coordinator  
Boutique Operator  
Building Inspector I  
Building Inspector II  
Building Technician  
Burglary/Robbery Alarm Inspector  
Buyer I  
Buyer II  
Buyer Trainee  
Cashier  
Charm and Modeling Instructor I\*  
Charm and Modeling Instructor II\*  
Child Care Assistant  
Child Care Site Activity Programmer  
Child Care Site Coordinator  
Claims Collector  
Clerical Assistant\*  
Clerk I  
Clerk I (Career Development Trainee)\*  
Clerk II  
Clerk III  
Communications Assistant  
Community Service Representative I  
Community Service Representative II

Office and Technical Unit (Continued)

Computer Operator  
Construction Inspector I  
Construction Inspector II  
Construction Inspector III  
Costumer\*  
Customer Service Representative  
Customer Service Trainee  
Data Entry Technician  
Departmental Data Analyst I  
Departmental Data Analyst II  
Departmental Data Technician  
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  
Fleet Management Technician  
Graduate Student Trainee\*  
Graphics Assistant  
Identification Technician I  
Identification Technician II  
Identification Technician III  
Key Data Operator I  
Landscape Architectural Technician  
Library Assistant I  
Library Assistant II  
Library Equipment Service Technician  
Library Galleria Coordinator  
Library Technician  
Library Technician Branch Supervisor  
Media and Computer Specialist  
Microcomputer Systems Specialist  
Neighborhood Improvement Coordinator  
Nuisance Abatement Officer  
Offset Equipment Operator  
Offset Equipment Operator (Career Development Trainee)\*  
Performing Arts Specialist\*  
Personnel Transactions Coordinator  
Planning Technician I  
Planning Technician II  
Police Clerk I  
Police Clerk II  
Police Clerk III  
Police Records Assistant I  
Police Records Assistant II

Office and Technical Unit (Continued)

Police Records Assistant III  
Promotions Specialist\*  
Property Assistant  
Property Assistant (Career Development Trainee)\*  
Public Service Aide\*  
Real Property Agent I  
Real Property Agent II  
Recreation Aide\*  
Recreation Leader  
Recreation Leader (Handicapped)\*  
Recreation Program Coordinator I  
Recreation Program Coordinator II  
Relief Clerical Assistant\*  
Revenue Representative I  
Revenue Representative II  
Revenue Representative III  
Revenue Services Representative  
Revenue Services Trainee  
Secretary to the Planning Commission  
Senior Buyer  
Senior Claims Collector  
Senior Computer Operator  
Senior Customer Service Representative  
Senior Data Entry Technician  
Senior Data Processing Technician  
Senior Departmental Data Analyst  
Senior Engineering Technician  
Senior Key Data Operator  
Senior Personnel Transactions Coordinator  
Senior Property Assistant  
Senior Revenue Services Representative  
Senior School Crossing Guard\*  
Service Contract Inspector  
Special Programs Coordinator  
Special Programs Leader  
Staff Aide\*  
Stenographer Clerk I  
Stenographer Clerk II  
Stenographer Clerk III  
Storekeeper  
Stores Clerk I  
Stores Clerk I (Career Development Trainee)\*  
Stores Clerk II  
Student Trainee\*  
Surveillance Equipment Technician  
Ticket Seller  
Ticket Seller\*  
Transportation System Management Program Assistant  
Typist Clerk I

Office and Technical Unit (Continued)

Typist Clerk I (Career Development Trainee)\*  
Typist Clerk II  
Typist Clerk III  
Utility Services Inspector  
Water Quality Inspector  
Water Quality Laboratory Technician

9. Operations and Maintenance Unit

Animal Care Technician  
Animal Control Officer  
Building Maintenance Worker  
Community Center Attendant I  
Community Center Attendant I (Career Development Trainee)\*  
Community Center Attendant II  
Cultural Facilities Attendant  
Custodian  
Electronic Maintenance Technician I  
Electronic Maintenance Technician II  
Electronic Maintenance Technician Trainee  
Electronic Maintenance Technician Trainee (Career Development Trainee)\*  
Engineering Aide I  
Engineering Aide II  
Equipment Operator  
General Helper  
Golf Course Irrigator\*  
Golf Course Marshal  
Greenskeeper  
Instrument Technician I  
Instrument Technician II  
Instrument Technician Trainee  
Landfill Equipment Operator  
Maintenance Worker  
Maintenance Worker (Career Development Trainee)\*  
Marina Aide\*  
Marina and Boating Facilities Attendant  
Meter Reader  
Meter Reader (Career Development Trainee)\*  
Motor Sweeper Operator  
Park Equipment Operator  
Park Maintenance Worker I  
Park Maintenance Worker II  
Park Maintenance Worker III  
Parking Enforcement Officer  
Parking Lot Attendant  
Parking Meter Coin Collector  
Parking Meter Repairworker  
Sanitation Worker I  
Sanitation Worker II

Operations and Maintenance Unit (Continued)

Sanitation Worker III  
Sanitation Worker IV  
Security Guard  
Senior Animal Care Technician  
Senior Building Maintenance Worker  
Senior Custodian  
Senior Electronic Maintenance Technician  
Senior Landfill Equipment Operator  
Senior Maintenance Worker  
Senior Parking Lot Attendant  
Senior Tree Trimmer  
Survey Party Chief  
Telecommunications Technician I  
Telecommunications Technician II  
Telecommunications Technician Trainee  
Traffic Control and Lighting Technician I  
Traffic Control and Lighting Technician II  
Traffic Control and Lighting Technician Trainee  
Traffic Control and Lighting Technician Trainee (Career Development Trainee)  
Tree Maintenance Worker  
Tree Maintenance Worker Trainee  
Tree Trimmer I  
Tree Trimmer II  
Tree Trimmer Trainee  
Utility Worker\*  
Vehicle Abatement Officer  
Water Waste Inspector  
Zoo Attendant I  
Zoo Attendant II

10. General Supervisory Unit

Assistant Box Office Supervisor  
Building Inspector III  
Camp Sacramento Supervisor  
Central Services Supervisor  
Central Stores Supervisor  
Child Care Program Supervisor  
Computer Operator Supervisor  
Curator of Education  
Curator of Historical Exhibitions  
Custodial Supervisor  
Drainage Supervisor  
Enforcement and Collections Supervisor  
Equipment Maintenance Supervisor  
Golf Course Supervisor  
Instrumentation Supervisor  
Librarian III  
Librarian III - Minority Services Coordinator

General Supervisory Unit (Continued)

Librarian III - Regional Children's Services Coordinator  
Marina and Boating Facilities 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  
Recreation Supervisor I  
Recreation Supervisor II  
Refuse Collection Supervisor  
Revenue Supervisor  
Science Education Coordinator  
Senior Accounting Technician  
Senior Animal Control Officer  
Senior Citizens Services Supervisor  
Senior Nuisance Abatement Officer  
Senior Parking Lot Supervisor  
Solid Waste Maintenance Supervisor  
Street Cleaning Supervisor  
Supervising Community Center Attendant  
Supervising Community Service Representative  
Supervising Construction Inspector  
Supervising Dispatcher  
Supervising Graphic Designer  
Supervising Identification Technician  
Supervising Plant Operator  
Supervising Police Clerk  
Supervising Police Records Assistant  
Supervising Property Assistant  
Supervising Surveyor  
Supervising Water Quality Chemist  
Telecommunications Supervisor  
Traffic Control and Lighting Supervisor  
Tree Maintenance Supervisor  
Tree Trimmer Supervisor  
Zoo Supervisor

11. Engineering Unit

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

Engineering Unit (Continued)

Associate Electrical Engineer  
Associate Landscape Architect  
Associate Mechanical Engineer  
Fire Protection Engineer  
Junior Architect  
Junior Engineer  
Junior Landscape Architect  
Telecommunications Engineer

12. Automotive/Equipment Mechanics Unit

Equipment Body Mechanic  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic III  
Equipment Serviceworker  
Fire Service Worker  
General Repairworker  
Vehicle Pool Serviceworker  
Vehicle Service Aide\*  
Vehicle Service Attendant  
Vehicle Service Attendant (Career Development Trainee)\*

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

1. Management

Accounting Manager  
Administrative Assistant to the City Council  
Administrative Assistant to the Mayor  
Administrative Services Officer  
Administrative Trainee (Exempt)  
Affirmative Action Officer  
Anti -Drug and Gang Program Coordinator (Exempt)  
Architecture and Engineering Manager  
Art in Public Places Administrator  
Art Museum Manager  
Assistant Building Inspections Manager  
Assistant Chief of Police  
Assistant City Attorney  
Assistant City Clerk  
Assistant City Manager  
Assistant City Treasurer  
Assistant Director of Community Center  
Assistant Director of Public Works  
Assistant Director of Utilities  
Assistant Fleet Manager  
Assistant Library Director  
Assistant Public Safety Communications Manager

Management (Continued)

Assistant Real Property and Assessment District Supervisor  
Assistant Revenue Manager  
Assistant Street Division Manager  
Assistant to Facility Manager  
Box Office Supervisor  
Budget Manager  
Building Inspections Manager  
Building Maintenance Superintendent (Exempt)  
Business Services Manager  
Career Development Officer (Exempt)  
Chief Animal Control Officer  
Chief Building Inspector  
Chief Electrical Inspector  
Chief of Off-Street Parking  
Chief of On-Street Parking  
Chief Plumbing Inspector  
Citizens Assistance Officer  
City Attorney  
City Clerk  
City Manager  
City Treasurer  
Code Enforcement Manager  
Communications Systems Administrator  
Community Center Events and Facilities Manager (Exempt)  
Community Center Facilities Administrator (Exempt)  
Computer Services Manager  
Construction Contract Officer  
Contract Compliance Officer  
Curator of Art  
Curator of History  
Deputy Chief of Police  
Deputy City Attorney I  
Deputy City Attorney II  
Deputy City Attorney III  
Deputy City Attorney IV  
Deputy City Manager  
Deputy City Treasurer  
Deputy Director of Parks and Community Services  
Deputy Superintendent of Wastewater Facilities  
Deputy Superintendent of Water Production Facilities  
Director of Community and Visitor Services  
Director of Employee Relations  
Director of Finance  
Director of Human Resources  
Director of Information/Communication Services  
Director of Planning and Development  
Director of Public Works  
Director of Public Works, Field Services  
Director of Public Works, Technical Services

Management (Continued)

Director of Special Projects  
Director of Utilities  
Economic Development Manager  
Emergency Services Officer (Exempt)  
Employee Relations Representative I  
Employee Relations Representative II  
Energy Systems Coordinator  
Engineering Division Manager  
Environmental Services Manager  
Events Services Administrator (Exempt)  
Field Services Manager  
Financial Systems Manager  
~~Fire Battalion Chief~~  
Fire Chief  
Fire Deputy Chief  
Fire Division Chief  
Fleet and Facilities Manager  
Fleet Manager  
Flood Control and Sewer Division Manager  
Geographic Information Systems Administrator  
Geographic Information Systems Administrator (SPCL)  
Golf Manager  
History Center Administrator  
Identification Section Administrator  
Internal Audit Administrator  
Investment Officer I  
Investment Officer II  
Landscape Architecture and Real Estate Manager  
Librarian IV (Exempt)  
Library Community Relations Coordinator  
Library Director  
Library Support Services Manager  
Library Systems Manager  
Management Analyst I  
Management Analyst II  
Management Analyst III  
Management Officer of Community Center and Convention I  
Mayor/City Council Office Manager  
Metropolitan Arts Manager  
Minority, Women, and Small Business Coordinator  
Museum and History Manager  
Neighborhood Services Area Team Manager  
Parking Manager  
Parks and Recreation Manager  
Parks Superintendent  
Personnel Services Manager  
Planning Director  
Plant Services Manager  
Police Captain

Management (Continued)

Police Chief  
Police Commander  
Police Information Officer  
Police Records Manager  
Principal Accountant  
Principal Planner  
Procurement Services Manager  
Property Management Section Administrator  
Public Information Officer  
Public Safety Communications Manager  
Recreation Superintendent  
Refuse Collection General Supervisor  
Revenue Manager  
Risk Manager  
SAFCA Counsel  
Science Center Administrator  
Senior Administrative Services Officer  
Senior Architect  
Senior Deputy City Attorney  
Senior Employee Relations Representative  
Senior Engineer  
Senior Management Analyst  
Senior Planner  
Solid Waste Collection Superintendent  
Solid Waste Division Manager  
Street Cleaning General Supervisor  
Street Division Manager  
Street Maintenance General Supervisor  
Superintendent of Equipment Maintenance  
Supervising Architect  
Supervising Engineer  
Supervising Personnel Analyst  
Supervising Real Property Agent  
Systems and Programming Manager  
Technical Services Administrator  
Traffic Control and Lighting General Supervisor  
Traffic Engineer  
Traffic Signs and Markings General Supervisor  
Training Officer  
Transportation and Engineering Planning Manager  
Transportation Division Manager  
Treasury Financial Systems Analyst  
Water and Sewer Distribution Superintendent  
Water and Sewer Superintendent (Field Services)  
Water and Sewer Superintendent (Plant Services)  
Water Division Manager  
Worker's Compensation Administrator  
Zoo Curator  
Zoo Manager

2. Confidential/Administrative

Account Clerk I (Confidential)  
Account Clerk II (Confidential)  
Accountant-Auditor I  
Accountant-Auditor II  
Accountant-Auditor III  
Administrative Analyst I  
Administrative Analyst II  
Administrative Technician  
Administrative Trainee  
Benefits Officer  
Benefits Technician  
Budget Technician  
Cashiering Systems Supervisor  
Child Care Coordinator  
City Attorney's Office Administrative Officer (Exempt)  
City Council Office Secretary  
City Manager's Office Supervisor  
Claims Representative  
Confidential Office Supervisor (Exempt)  
Confidential Secretary  
Data Base Analyst I  
Data Base Analyst II  
Deputy City Clerk  
Fire Service Training Specialist  
Graduate Legal Assistant\*  
Legal Assistant  
Legal Secretary I  
Legal Secretary I (Exempt)  
Legal Secretary II  
Legal Secretary II (Exempt)  
Library Facility Coordinator  
Mayor/City Council Office Receptionist  
Personnel Analyst I  
Personnel Analyst II  
Personnel Technician  
Programmer I  
Programmer II  
Programmer Analyst I  
Programmer Analyst II  
Programmer Trainee  
Recruitment Coordinator (Exempt)  
Retirement Officer  
Retirement Systems Technician  
Safety Officer  
Safety Specialist  
Secretary  
Secretary, City Manager's Office  
Secretary to the Mayor

Confidential/Administrative (Continued)

Senior Accounting Technician (Confidential)  
Senior Data Base Analyst  
Senior Parks and Recreation Supervisor  
Senior Programmer Analyst  
Special Districts Analyst  
Supervisor-Property Management Section  
Systems Programmer I  
Systems Programmer II  
Treasury Operations Officer I  
Treasury Operations Officer II  
Typist Clerk (Exempt)  
Typist Clerk I (Confidential)  
Typist Clerk I (Exempt)  
Typist Clerk II (Confidential)  
Typist Clerk II (Exempt)  
Typist Clerk III (Confidential)  
Vocational Rehabilitation Coordinator  
Waste Reduction Coordinator I  
Waste Reduction Coordinator II  
Worker's Compensation Claims Representative I  
Worker's Compensation Claims Representative II  
Worker's Compensation Claims Representative Trainee  
Worker's Compensation Office Supervisor (Confidential)

3. Non-Career

Assistant Caretaker\*  
Assistant Cook\*  
Assistant Proctor\*  
Auxiliary Golf Course Marshal\*  
Book Shelves\*  
Camp Aide\*  
Camp Recreation Leader\*  
Caretaker\*  
Cashier (Community Services)\*  
Dispatcher Recruit\*  
Events Crowd Controller\*  
Events Duty Person\*  
Events Usher\*  
Fire Recruit\*  
First Cook\*  
Head Events Crowd Controller\*  
Host\*  
Human Services Program Coordinator\*  
Lifeguard\*  
Locker Attendant\*  
Nurse\*  
Pantry Aide\*  
Police Background Assistant (Exempt)\*

Non-Career (Continued)

Police Cadet\*  
Pool Manager\*  
Proctor\*  
Program Director\*  
Reserve Police Officer\*  
School Crossing Guard\*  
Security Officer (Exempt)\*  
Senior Lifeguard\*  
Storekeeper (Community Services)\*  
Wading Pool Leader\*  
Youth Aide\*

**Exhibit B**

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 is 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 to 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.

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  
Street Construction Equipment Operator  
Street Construction Laborer  
Street Construction Laborer Trainee\*  
Street Maintenance Supervisor  
Structural Maintenance Supervisor

2. Plant Operator Unit

Plant Operator I  
Plant Operator I (Career Development Trainee)\*  
Plant Operator II  
Plant Operator III  
Senior Stationary Engineer  
Stationary Engineer

3. Water and Sewer Unit

Water and Sewer Leadworker  
Water and Sewer Serviceworker

Water and Sewer Unit (Continued)

Water and Sewer Serviceworker (Apprentice)\*  
Water and Sewer Serviceworker (Career Development Trainee)\*  
Water and Sewer Supervisor  
Water Cross-Connection Control Specialist

4. Traffic Engineering Unit

Senior Traffic Worker  
Traffic Supervisor  
Traffic Worker I  
Traffic Worker I (Career Development Trainee)\*  
Traffic Worker II  
Traffic Leadworker

5. Fire Department Unit

Fire Apparatus Operator  
Fire Battalion Chief  
Fire Captain  
Firefighter  
Fire Investigator I  
Fire Investigator II  
Fire Prevention Inspector II  
Fire Prevention Officer I  
Fire Prevention Officer II  
Fire Prevention Officer Trainee

6. Police Department Unit

Community Service Officer\*  
Dispatcher I  
Dispatcher II  
Dispatcher III  
Police Lieutenant  
Police Officer  
Police Sergeant  
Reserve Dispatcher\*

7. Professional Unit

Arborist  
Archivist  
Art Museum Registrar  
Assistant Planner  
Associate Curator of Art  
Associate Planner  
Economic Development Specialist I  
Economic Development Specialist II  
Geographic Analyst I

Professional Unit (Continued)

Geographic Analyst II  
Graphic Designer  
Junior Planner  
Law Clerk\*  
Librarian I  
Librarian I - Children's Services Librarian  
Librarian II  
Librarian II - Children's Services Librarian  
Librarian II - Library Automation Coordinator  
Media Production Specialist  
Museum Registrar  
Public Information Coordinator  
Senior Media Production Specialist  
Transportation System Management Program Coordinator  
Water Quality Chemist

8. Office and Technical Unit

Account Clerk I  
Account Clerk II  
Accounting Technician  
Architectural Technician  
Arts and Crafts Specialist\*  
Arts Program Assistant  
Arts Program Coordinator  
Booking Coordinator  
Boutique Operator  
Building Inspector I  
Building Inspector II  
Building Technician  
Burglary/Robbery Alarm Inspector  
Buyer I  
Buyer II  
Buyer Trainee  
Cashier  
Charm and Modeling Instructor I\*  
Charm and Modeling Instructor II\*  
Child Care Assistant  
Child Care Site Activity Programmer  
Child Care Site Coordinator  
Claims Collector  
Clerical Assistant\*  
Clerk I  
Clerk I (Career Development Trainee)\*  
Clerk II  
Clerk III  
Communications Assistant  
Community Service Representative I  
Community Service Representative II

Office and Technical Unit (Continued)

Computer Operator  
Construction Inspector I  
Construction Inspector II  
Construction Inspector III  
Costumer\*  
Customer Service Representative  
Customer Service Trainee  
Data Entry Technician  
Departmental Data Analyst I  
Departmental Data Analyst II  
Departmental Data Technician  
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  
Fleet Management Technician  
Graduate Student Trainee\*  
Graphics Assistant  
Identification Technician I  
Identification Technician II  
Identification Technician III  
Key Data Operator I  
Landscape Architectural Technician  
Library Assistant I  
Library Assistant II  
Library Equipment Service Technician  
Library Galleria Coordinator  
Library Technician  
Library Technician Branch Supervisor  
Media and Computer Specialist  
Microcomputer Systems Specialist  
Neighborhood Improvement Coordinator  
Nuisance Abatement Officer  
Offset Equipment Operator  
Offset Equipment Operator (Career Development Trainee)\*  
Performing Arts Specialist\*  
Personnel Transactions Coordinator  
Planning Technician I  
Planning Technician II  
Police Clerk I  
Police Clerk II  
Police Clerk III  
Police Records Assistant I  
Police Records Assistant II

Office and Technical Unit (Continued)

Police Records Assistant III  
Promotions Specialist\*  
Property Assistant  
Property Assistant (Career Development Trainee)\*  
Public Service Aide\*  
Real Property Agent I  
Real Property Agent II  
Recreation Aide\*  
Recreation Leader  
Recreation Leader (Handicapped)\*  
Recreation Program Coordinator I  
Recreation Program Coordinator II  
Relief Clerical Assistant\*  
Revenue Representative I  
Revenue Representative II  
Revenue Representative III  
Revenue Services Representative  
Revenue Services Trainee  
Secretary to the Planning Commission  
Senior Buyer  
Senior Claims Collector  
Senior Computer Operator  
Senior Customer Service Representative  
Senior Data Entry Technician  
Senior Data Processing Technician  
Senior Departmental Data Analyst  
Senior Engineering Technician  
Senior Key Data Operator  
Senior Personnel Transactions Coordinator  
Senior Property Assistant  
Senior Revenue Services Representative  
Senior School Crossing Guard\*  
Service Contract Inspector  
Special Programs Coordinator  
Special Programs Leader  
Staff Aide\*  
Stenographer Clerk I  
Stenographer Clerk II  
Stenographer Clerk III  
Storekeeper  
Stores Clerk I  
Stores Clerk I (Career Development Trainee)\*  
Stores Clerk II  
Student Trainee\*  
Surveillance Equipment Technician  
Ticket Seller  
Ticket Seller\*  
Transportation System Management Program Assistant  
Typist Clerk I

Office and Technical Unit (Continued)

Typist Clerk I (Career Development Trainee)\*  
Typist Clerk II  
Typist Clerk III  
Utility Services Inspector  
Water Quality Inspector  
Water Quality Laboratory Technician

9. Operations and Maintenance Unit

Animal Care Technician  
Animal Control Officer  
Building Maintenance Worker  
Community Center Attendant I  
Community Center Attendant I (Career Development Trainee)\*  
Community Center Attendant II  
Cultural Facilities Attendant  
Custodian  
Electronic Maintenance Technician I  
Electronic Maintenance Technician II  
Electronic Maintenance Technician Trainee  
Electronic Maintenance Technician Trainee (Career Development Trainee)\*  
Engineering Aide I  
Engineering Aide II  
Equipment Operator  
General Helper  
Golf Course Irrigator\*  
Golf Course Marshal  
Greenskeeper  
Instrument Technician I  
Instrument Technician II  
Instrument Technician Trainee  
Landfill Equipment Operator  
Maintenance Worker  
Maintenance Worker (Career Development Trainee)\*  
Marina Aide\*  
Marina and Boating Facilities Attendant  
Meter Reader  
Meter Reader (Career Development Trainee)\*  
Motor Sweeper Operator  
Park Equipment Operator  
Park Maintenance Worker I  
Park Maintenance Worker II  
Park Maintenance Worker III  
Parking Enforcement Officer  
Parking Lot Attendant  
Parking Meter Coin Collector  
Parking Meter Repairworker  
Sanitation Worker I  
Sanitation Worker II

Operations and Maintenance Unit (Continued)

Sanitation Worker III  
Sanitation Worker IV  
Security Guard  
Senior Animal Care Technician  
Senior Building Maintenance Worker  
Senior Custodian  
Senior Electronic Maintenance Technician  
Senior Landfill Equipment Operator  
Senior Maintenance Worker  
Senior Parking Lot Attendant  
Senior Tree Trimmer  
Survey Party Chief  
Telecommunications Technician I  
Telecommunications Technician II  
Telecommunications Technician Trainee  
Traffic Control and Lighting Technician I  
Traffic Control and Lighting Technician II  
Traffic Control and Lighting Technician Trainee  
Traffic Control and Lighting Technician Trainee (Career Development Trainee)  
Tree Maintenance Worker  
Tree Maintenance Worker Trainee  
Tree Trimmer I  
Tree Trimmer II  
Tree Trimmer Trainee  
Utility Worker\*  
Vehicle Abatement Officer  
Water Waste Inspector  
Zoo Attendant I  
Zoo Attendant II

10. General Supervisory Unit

Assistant Box Office Supervisor  
Building Inspector III  
Camp Sacramento Supervisor  
Central Services Supervisor  
Central Stores Supervisor  
Child Care Program Supervisor  
Computer Operator Supervisor  
Curator of Education  
Curator of Historical Exhibitions  
Custodial Supervisor  
Drainage Supervisor  
Enforcement and Collections Supervisor  
Equipment Maintenance Supervisor  
Golf Course Supervisor  
Instrumentation Supervisor  
Librarian III  
Librarian III - Minority Services Coordinator

General Supervisory Unit (Continued)

Librarian III - Regional Children's Services Coordinator  
Marina and Boating Facilities 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  
Recreation Supervisor I  
Recreation Supervisor II  
Refuse Collection Supervisor  
Revenue Supervisor  
Science Education Coordinator  
Senior Accounting Technician  
Senior Animal Control Officer  
Senior Citizens Services Supervisor  
Senior Nuisance Abatement Officer  
Senior Parking Lot Supervisor  
Solid Waste Maintenance Supervisor  
Street Cleaning Supervisor  
Supervising Community Center Attendant  
Supervising Community Service Representative  
Supervising Construction Inspector  
Supervising Dispatcher  
Supervising Graphic Designer  
Supervising Identification Technician  
Supervising Plant Operator  
Supervising Police Clerk  
Supervising Police Records Assistant  
Supervising Property Assistant  
Supervising Surveyor  
Supervising Water Quality Chemist  
Telecommunications Supervisor  
Traffic Control and Lighting Supervisor  
Tree Maintenance Supervisor  
Tree Trimmer Supervisor  
Zoo Supervisor

11. Engineering Unit

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

Engineering Unit (Continued)

Associate Electrical Engineer  
Associate Landscape Architect  
Associate Mechanical Engineer  
Fire Protection Engineer  
Junior Architect  
Junior Engineer  
Junior Landscape Architect  
Telecommunications Engineer

12. Automotive/Equipment Mechanics Unit

Equipment Body Mechanic  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic III  
Equipment Serviceworker  
Fire Service Worker  
General Repairworker  
Vehicle Pool Serviceworker  
Vehicle Service Aide\*  
Vehicle Service Attendant  
Vehicle Service Attendant (Career Development Trainee)\*

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

1. Management

Accounting Manager  
Administrative Assistant to the City Council  
Administrative Assistant to the Mayor  
Administrative Services Officer  
Administrative Trainee (Exempt)  
Affirmative Action Officer  
Anti -Drug and Gang Program Coordinator (Exempt)  
Architecture and Engineering Manager  
Art in Public Places Administrator  
Art Museum Manager  
Assistant Building Inspections Manager  
Assistant Chief of Police  
Assistant City Attorney  
Assistant City Clerk  
Assistant City Manager  
Assistant City Treasurer  
Assistant Director of Community Center  
Assistant Director of Public Works  
Assistant Director of Utilities  
Assistant Fleet Manager  
Assistant Library Director  
Assistant Public Safety Communications Manager

Management (Continued)

Assistant Real Property and Assessment District Supervisor  
Assistant Revenue Manager  
Assistant Street Division Manager  
Assistant to Facility Manager  
Box Office Supervisor  
Budget Manager  
Building Inspections Manager  
Building Maintenance Superintendent (Exempt)  
Business Services Manager  
Career Development Officer (Exempt)  
Chief Animal Control Officer  
Chief Building Inspector  
Chief Electrical Inspector  
Chief of Off-Street Parking  
Chief of On-Street Parking  
Chief Plumbing Inspector  
Citizens Assistance Officer  
City Attorney  
City Clerk  
City Manager  
City Treasurer  
Code Enforcement Manager  
Communications Systems Administrator  
Community Center Events and Facilities Manager (Exempt)  
Community Center Facilities Administrator (Exempt)  
Computer Services Manager  
Construction Contract Officer  
Contract Compliance Officer  
Curator of Art  
Curator of History  
Deputy Chief of Police  
Deputy City Attorney I  
Deputy City Attorney II  
Deputy City Attorney III  
Deputy City Attorney IV  
Deputy City Manager  
Deputy City Treasurer  
Deputy Director of Parks and Community Services  
Deputy Superintendent of Wastewater Facilities  
Deputy Superintendent of Water Production Facilities  
Director of Community and Visitor Services  
Director of Employee Relations  
Director of Finance  
Director of Human Resources  
Director of Information/Communication Services  
Director of Planning and Development  
Director of Public Works  
Director of Public Works, Field Services  
Director of Public Works, Technical Services

Management (Continued)

Director of Special Projects  
Director of Utilities  
Economic Development Manager  
Emergency Services Officer (Exempt)  
Employee Relations Representative I  
Employee Relations Representative II  
Energy Systems Coordinator  
Engineering Division Manager  
Environmental Services Manager  
Events Services Administrator (Exempt)  
Field Services Manager  
Financial Systems Manager  
Fire Chief  
Fire Deputy Chief  
Fire Division Chief  
Fleet and Facilities Manager  
Fleet Manager  
Flood Control and Sewer Division Manager  
Geographic Information Systems Administrator  
Geographic Information Systems Administrator (SPCL)  
Golf Manager  
History Center Administrator  
Identification Section Administrator  
Internal Audit Administrator  
Investment Officer I  
Investment Officer II  
Landscape Architecture and Real Estate Manager  
Librarian IV (Exempt)  
Library Community Relations Coordinator  
Library Director  
Library Support Services Manager  
Library Systems Manager  
Management Analyst I  
Management Analyst II  
Management Analyst III  
Management Officer of Community Center and Convention I  
Mayor/City Council Office Manager  
Metropolitan Arts Manager  
Minority, Women, and Small Business Coordinator  
Museum and History Manager  
Neighborhood Services Area Team Manager  
Parking Manager  
Parks and Recreation Manager  
Parks Superintendent  
Personnel Services Manager  
Planning Director  
Plant Services Manager  
Police Captain

Management (Continued)

Police Chief  
Police Commander  
Police Information Officer  
Police Records Manager  
Principal Accountant  
Principal Planner  
Procurement Services Manager  
Property Management Section Administrator  
Public Information Officer  
Public Safety Communications Manager  
Recreation Superintendent  
Refuse Collection General Supervisor  
Revenue Manager  
Risk Manager  
SAFCA Counsel  
Science Center Administrator  
Senior Administrative Services Officer  
Senior Architect  
Senior Deputy City Attorney  
Senior Employee Relations Representative  
Senior Engineer  
Senior Management Analyst  
Senior Planner  
Solid Waste Collection Superintendent  
Solid Waste Division Manager  
Street Cleaning General Supervisor  
Street Division Manager  
Street Maintenance General Supervisor  
Superintendent of Equipment Maintenance  
Supervising Architect  
Supervising Engineer  
Supervising Personnel Analyst  
Supervising Real Property Agent  
Systems and Programming Manager  
Technical Services Administrator  
Traffic Control and Lighting General Supervisor  
Traffic Engineer  
Traffic Signs and Markings General Supervisor  
Training Officer  
Transportation and Engineering Planning Manager  
Transportation Division Manager  
Treasury Financial Systems Analyst  
Water and Sewer Distribution Superintendent  
Water and Sewer Superintendent (Field Services)  
Water and Sewer Superintendent (Plant Services)  
Water Division Manager  
Worker's Compensation Administrator  
Zoo Curator  
Zoo Manager

**2. Confidential/Administrative**

Account Clerk I (Confidential)  
Account Clerk II (Confidential)  
Accountant-Auditor I  
Accountant-Auditor II  
Accountant-Auditor III  
Administrative Analyst I  
Administrative Analyst II  
Administrative Technician  
Administrative Trainee  
Benefits Officer  
Benefits Technician  
Budget Technician  
Cashiering Systems Supervisor  
Child Care Coordinator  
City Attorney's Office Administrative Officer (Exempt)  
City Council Office Secretary  
City Manager's Office Supervisor  
Claims Representative  
Confidential Office Supervisor (Exempt)  
Confidential Secretary  
Data Base Analyst I  
Data Base Analyst II  
Deputy City Clerk  
Fire Service Training Specialist  
Graduate Legal Assistant\*  
Legal Assistant  
Legal Secretary I  
Legal Secretary I (Exempt)  
Legal Secretary II  
Legal Secretary II (Exempt)  
Library Facility Coordinator  
Mayor/City Council Office Receptionist  
Personnel Analyst I  
Personnel Analyst II  
Personnel Technician  
Programmer I  
Programmer II  
Programmer Analyst I  
Programmer Analyst II  
Programmer Trainee  
Recruitment Coordinator (Exempt)  
Retirement Officer  
Retirement Systems Technician  
Safety Officer  
Safety Specialist  
Secretary  
Secretary, City Manager's Office  
Secretary to the Mayor

Confidential/Administrative (Continued)

Senior Accounting Technician (Confidential)  
 Senior Data Base Analyst  
 Senior Parks and Recreation Supervisor  
 Senior Programmer Analyst  
 Special Districts Analyst  
 Supervisor-Property Management Section  
 Systems Programmer I  
 Systems Programmer II  
 Treasury Operations Officer I  
 Treasury Operations Officer II  
 Typist Clerk (Exempt)  
 Typist Clerk I (Confidential)  
 Typist Clerk I (Exempt)  
 Typist Clerk II (Confidential)  
 Typist Clerk II (Exempt)  
 Typist Clerk III (Confidential)  
 Vocational Rehabilitation Coordinator  
 Waste Reduction Coordinator I  
 Waste Reduction Coordinator II  
 Worker's Compensation Claims Representative I  
 Worker's Compensation Claims Representative II  
 Worker's Compensation Claims Representative Trainee  
 Worker's Compensation Office Supervisor (Confidential)

3. Non-Career

Assistant Caretaker\*  
 Assistant Cook\*  
 Assistant Proctor\*  
 Auxiliary Golf Course Marshal\*  
 Book Shelves\*  
 Camp Aide\*  
 Camp Recreation Leader\*  
 Caretaker\*  
 Cashier (Community Services)\*  
 Dispatcher Recruit\*  
 Events Crowd Controller\*  
 Events Duty Person\*  
 Events Usher\*  
 Fire Recruit\*  
 First Cook\*  
 Head Events Crowd Controller\*  
 Host\*  
 Human Services Program Coordinator\*  
 Lifeguard\*  
 Locker Attendant\*  
 Nurse\*  
 Pantry Aide\*  
 Police Background Assistant (Exempt)\*

Non-Career (Continued)

Police Cadet\*  
Pool Manager\*  
Proctor\*  
Program Director\*  
Reserve Police Officer\*  
School Crossing Guard\*  
Security Officer (Exempt)\*  
Senior Lifeguard\*  
Storekeeper (Community Services)\*  
Wading Pool Leader\*  
Youth Aide\*

**RESOLUTION NO. 2010-**

Adopted by the Sacramento City Council

February 23, 2010

**ADOPTION OF ADDENDUM #1 TO 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, 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 February 27, 2010, 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:**

- Section 1. 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.

**Table of Contents:**

Exhibit A:	Addendum #1 to the 2008-2011 Labor Agreement Covering the Fire Department Unit
Exhibit B:	Battalion Chief Salary Step Placement
Exhibit C:	Agreement on Disputes Over the Application of Provisions
Exhibit D:	Union Release Time
Exhibit E:	Agency Shop
Exhibit F:	Grievance Procedure
Exhibit G:	Step Advance Freeze
Exhibit H:	Hours of Work
Exhibit I:	Holidays
Exhibit J:	Suppression Schedule

**Exhibit A**

**EMPLOYER-EMPLOYEE RELATIONS POLICY**

**(Changes on page 15 and 24)**

**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

**Exhibit A**

**Addendum #1 to the Agreement Covering  
the Fire Department Unit 2008-2011**

The parties have executed letters of understanding implementing the addition of the Fire Battalion Chief classification to the Agreement covering the Fire Department as follows:

- 1) The salary schedule effective February 27, 2010 shall be established at twenty-four percent (24%) above the range of Fire Captain with the paramedic certificate assignment pay. The Fire Battalion Chiefs shall be placed within the range at the step needed to maintain their current salary and application of the City 401(a) contribution at 2.5%. Employees shall be y-rated as needed to maintain their current pay.
- 2) The Fire Battalion Chief shall be covered by the Agreement and disputes over the application of particular provisions shall be resolved by the parties and the grievance procedure.
- 3) The following provisions are hereby modified to include the Fire Battalion Chief classification expressly:
  - a. 4.1 Union Release Time
  - b. 4.6 Agency Shop
  - c. 5.8 Grievance Procedure
  - d. 7.2a Step Advance Freeze
  - e. 9.2 Hours Of Work
  - f. 9.3 Holidays
  - g. 9.4 Suppression Schedule
  - h. 11.5 Overtime and Call-Back Pay
  - i. 12.1 Shift Trading
  - j. 14.1 Educational Incentive Pay
  - k. 14.5 Administrative Assignment Pay
  - l. 18 Layoffs
  - m. 24.5 Driver License Requirement
  - n. 25 Discipline Process, Employee Rights
- 4) The probationary period shall be six (6) months.
- 5) The backfill process policy has been defined.

Exhibit B



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG., ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Salary Range And  
Salary Step Placement Of Battalion Chiefs**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the establishment of the base salary range for the classification of Battalion Chief, and the salary step placement of current employees. Specifically, it was agreed upon as follows:

- The agreed upon salary range for the classification of Battalion Chief shall be set at twenty-four (24%) percent above the Fire Captain salary range plus the four (4%) Paramedic Certificate Incentive.
- The following employees shall be placed at the following monthly salary step:

Richard Payan	Step 4	Michael Bartley	Step 5
Richard Rethford	Step 4	Craig Wiedenhoeft	Step 5
Ronald Potter	Step 4		
Jonathan Williams	Step 4		

Marc Bentovoja	\$ 76.00 above Step 4	James Glass	\$ 83.00 above Step 5
Chris Costamagna	\$ 161.00 above Step 4	Niko King	\$ 83.00 above Step 5

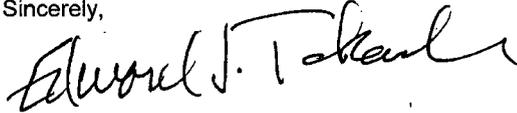
- The following employees shall be "green circled" above Step 5 of the monthly salary range through the term of the Agreement, which provides that the Y-Rate of their salary shall be continued after application of the five (5%) percent General Salary Increase to the existing green circled rate, effective January 1, 2012:

Ed Bassett	\$ 218.00 above Step 5
Howley Childs	\$ 180.00 above Step 5
Chris Ortiz	\$ 273.00 above Step 5

BC Salary Range and  
Placement TA

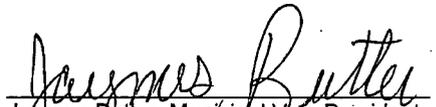
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Articles Of The Agreement Applicable To Fire  
Battalion Chiefs**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding articles of the Agreement applicable to Fire Battalion Chiefs.

The parties have reached agreement on numerous letters of understanding (LOU's) regarding the removal of the classification of Fire Battalion Chief from the Exempt Management Unit to the Fire Department Unit. The Agreement and LOU's affecting the Agreement between the City and Local 522 shall be applicable to the Fire Battalion Chief class. Both the City and Local 522 made every effort to capture and memorialize those articles applicable to the classification of Fire Battalion Chief.

It is the intent of the parties that Fire Battalion Chief shall be covered by the Agreement consistent with those LOU's. However, recognizing that there may be unintended and/or unforeseen circumstances during the term of the Agreement, at the request of either party, the City and Local 522 agree to meet and confer on the application of provisions not specifically addressed during negotiations.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

**Exhibit D**



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Union And Employee Rights – Time Off**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 4, Union Rights, Section 4.1 (c) 3, Time Off for Principal Executive Officer of IAFF #522. Specifically, it is agreed to modify Article 4 as follows:

**ARTICLE 4  
UNION AND EMPLOYEE RIGHTS**

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

**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.

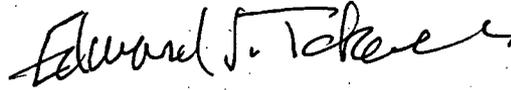
- (1) The employee shall no later than twenty-four (24) hours before the use of such time notify the Fire Chief or his designated representative thereof.
- (2) Time traded shall be in increments of a minimum of twenty-four (24) hours.

Article 4  
Union and Employee Rights TA

- (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 Apparatus Operator, ~~or~~ Fire Captain or Fire Battalion Chief.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

**Exhibit E**



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
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95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Union and Employee Rights – Agency Shop**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 4, Union and Employee Rights, Section 4.6, Agency Shop. Specifically, it is agreed to modify Article 4 as follows:

ARTICLE 4  
UNION AND EMPLOYEE RIGHTS

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.

Article 4  
Agency Shop TA

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

---

Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Article 5, Grievance Procedure**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 5, Grievance Procedure, Section 5.8 (d) 1, Formal Grievance – Step 1. Specifically, it is agreed to modify Article 5 as follows:

**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 Personnel. 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.

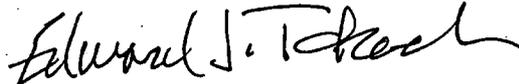
d. The Fire Assistant Chief shall assign the first level review to the employee's Fire Battalion Chief, or Fire Assistant Chief if applicable, who will give his/her answer in writing to the grievance within seven (7) calendar days from the time he/she received the grievance in writing. The written statement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

Article 5  
Grievance Procedure TA

- (1) A statement of the Fire Battalion Chief's position, or **Fire Assistant Chief if applicable**, and the facts upon which it is based.
- (2) The remedy or correction which has been offered, if any.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



---

Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

**Exhibit G**



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
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95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Battalion Chief Salary Step Increases**

Dear Mr. Butler:

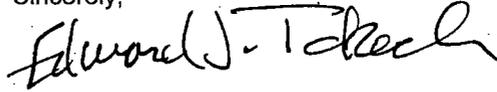
This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the step increases in the existing Memorandum of Understanding (MOU) between the parties related to Battalion Chiefs. Specifically, it is agreed, as follows:

1. Employees who are not at the top step of their salary range will have their salary step frozen until January 1, 2012. For example, an employee at Step 3 is due to advance to Step 4 on September 12, 2009. The employee's advancement to that step will be suspended until January 1, 2012.
2. Effective January 1, 2012, the provisions of Article 7.2a., **ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps**, will be reinstated. Employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary increase not been suspended.
3. For the purposes of salary step placement pursuant to #2 above, Battalion Chiefs shall be considered to have their salary step advancements suspended effective June 20, 2009.

BC Salary Step Increases  
TA

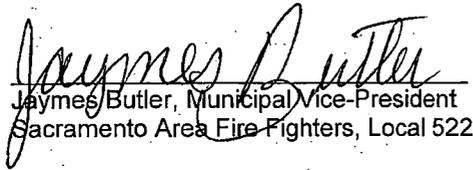
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

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FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Weekly Annual Hours**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 9, Working Conditions For Fire Suppression Personnel, Section 9.2, Weekly Annual Hours. Specifically, it is agreed to modify Article 9 as follows:

ARTICLE 9  
WORKING CONDITIONS FOR FIRE SUPPRESSION PERSONNEL

9.2 WEEKLY ANNUAL REPORT

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

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

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95814-2604

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Holidays**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 9, Working Conditions For Fire Suppression Personnel, Section 9.3, Holidays. Specifically, it is agreed to modify Article 9 as follows:

ARTICLE 9  
WORKING CONDITIONS FOR FIRE SUPPRESSION PERSONNEL

9.3 HOLIDAYS

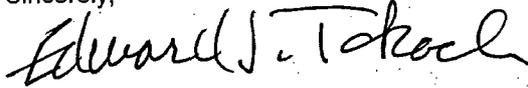
a. Firefighters, Fire Apparatus Operators, and Fire Captains and Fire Battalion Chiefs who are assigned to the fire suppression schedule shall receive fourteen (14) holidays per calendar year (14 holidays times 11 hours and 12 minutes per holiday equals 156 hours and 48 minutes). Holiday hours will be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

Remainder of Article unchanged.

Article 9.3  
Holiday Time TA

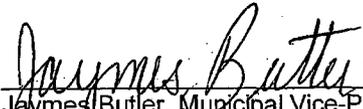
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
\_\_\_\_\_  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



**OFFICE OF LABOR RELATIONS**  
**DEE CONTRERAS**  
DIRECTOR

**CITY OF SACRAMENTO**  
CALIFORNIA

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Stockton Boulevard  
Sacramento, CA 95820-1416

**Re: Agreement Regarding Schedule and Hours**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 9, Working Conditions For Fire Suppression Personnel, Section 9.4, Schedule and Hours. Specifically, it is agreed to modify Article 9 as follows:

**ARTICLE 9**  
**WORKING CONDITIONS FOR FIRE SUPPRESSION PERSONNEL**

**9.4 SCHEDULE AND HOURS**

a. Under the existing duty schedule, Firefighters, Fire Engineers, ~~and~~ Fire Captains and Fire Battalion Chiefs 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

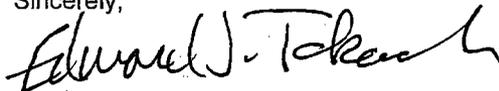
X-X-O-O-O-O-X-X-O-O-O-O

Remainder of Article unchanged.

Article 9.4  
Schedule and Hours TA

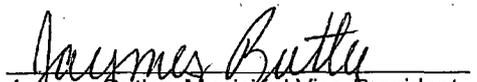
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

---

James Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
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95814-2604

PH 916-808-5424  
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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Overtime and Call-Back Pay**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 11, Roll Call and Call-Back, Section 11.5, Overtime and Call-Back Pay. Specifically, it is agreed as follows:

The parties recognize Battalion Chiefs are exempt from the provisions of the Fair Labor Standards Act (FLSA). The City agrees to pay Battalion Chiefs overtime at the rate of time and one-half for all hours worked beyond their regularly scheduled twenty-four (24) hour shift or the regularly scheduled fifty-six (56) hour workweek.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95820-1416

**Re: Agreement Regarding Shift Trading**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 12, Shift Trading. Specifically, it is agreed to modify Article 12.1 (b) as follows:

**ARTICLE 12 – SHIFT TRADING**

**12.1 SHIFT TRADING**

- 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 Battalion Chiefs shall supervise and be responsible for the coordination and scheduling of shift trades for themselves.**

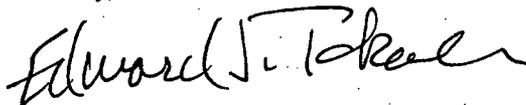
Article 12  
Shift Trading

Fire Captains shall supervise and be responsible for the coordination and scheduling of shift trades for themselves and their assigned personnel. ~~Fire Captains~~ **They** 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.

Remainder of Article unchanged.

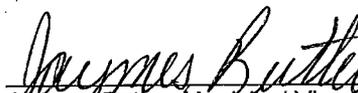
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
\_\_\_\_\_  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

**Exhibit M**



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Fire Incentive Program**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 14, Incentive Pay, Section 14.1, Fire Incentive Program. Specifically, it is agreed to modify Article 14.1 as follows:

**ARTICLE 14 – INCENTIVE PAY**

**14.1 FIRE EDUCATIONAL INCENTIVE PROGRAM**

a. **Fire Battalion Chiefs, 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:

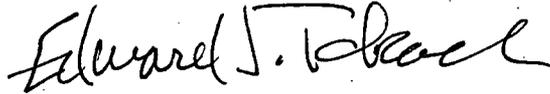
	<u>Accredited University or College Degree or Certificate</u>	and	<u>Years of Fire Department Seniority Required</u>
(1)	Fire Science Certificate – 9½ %		3 ½
(2)	Bachelors Degree – 5%		None

Remainder of article unchanged.

Article 14  
Fire Incentive Program TA

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

**Exhibit N**



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Administrative Assignment Pay**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 14, Incentive Pay, Section 14.5, Administrative Assignment Pay. Specifically, it is agreed as follows:

Battalion Chiefs shall be eligible for the nine and one-half percent (9½ %) Administrative Assignment Pay as provided in Section 14.5 of the Agreement.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

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January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Layoffs**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 18, Layoffs. Specifically, it is agreed to modify Article 18.1 as follows:

**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 Battalion Chief, 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 Battalion Chief, 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.

Article 18  
Layoffs TA

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 Battalion Chief**, 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.

Article 18  
Layoffs TA

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.

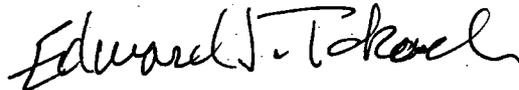
i. Probationary employees in the classifications of **Fire Battalion Chief**, Fire Captain or Fire Engineer who are laid off or downgraded in lieu of layoff shall be recalled the same as permanent career employees in the classification, pursuant to subsection (e) above.

j. When a laid off or downgraded probationary employee in the classification of **Fire Battalion Chief**, 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.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
James Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Driver License Requirements**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 24, Transportation, Section 24.5, Driver License Requirements. Specifically, it is agreed to modify Article 24.5 as follows:

**ARTICLE 24  
TRANSPORTATION**

**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:

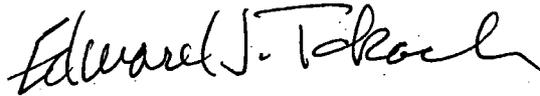
<u>Classification</u>	<u>Driver License</u>	<u>Endorsement</u>
Fire Battalion Chief	C	None
Fire Captain	C	None
Fire Engineer	B*	Tank Vehicle
Firefighter	B*	Hazardous Material and Tank Vehicle
Fire Investigator II/I	C	None
Fire Prevention Officer II/I/Trainee	C	None
Senior Fire Prevention Officer	C	None

Article 24  
Transportation – Driver License TA

\*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.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

Re: Agreement Regarding Discipline – Employee Rights

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the provisions of Article 25, Discipline, Section 25.1, Employee Rights. Specifically, it is agreed to modify Article 25.1 as follows:

**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 and Fire Battalion Chiefs; 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.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

**Exhibit R**



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Agreement Regarding Probationary Period For Battalion Chiefs**

Dear Mr. Butler:

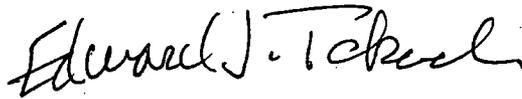
This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the probationary period for the new Civil Service classification of Battalion Chief, effective upon adoption of the new class by the Civil Service Board. Specifically, it is agreed as follows:

1. The probationary period for the Classification of Battalion Chief will be six (6) months.
2. If, prior to the completion of the probationary period of a newly appointed Battalion Chief, 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.
3. 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.
4. The Department shall notify the Union of the decision to extend the probationary period.

BC Probationary Period  
TA

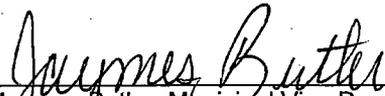
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



James Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522

Exhibit S



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
SACRAMENTO, CA  
95814-2604

PH 916-808-5424  
FAX 916-808-8110

January 13, 2010

Mr. Jaymes Butler, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3720 Folsom Boulevard  
Sacramento, CA 95816

**Re: Filling Battalion Chief Vacancies In Suppression**

Dear Mr. Butler:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the filling of Battalion Chief vacancies in Suppression. Specifically, it is agreed as follows:

1. The filling of Battalion Chief vacancies shall be at the discretion of the Fire Chief or his/her designee and not subject to the provisions of Section 11.5 of the Agreement, Overtime and Call-Back; or Section 17.1 of the Agreement, Out-of-Classification.
2. For each shift, a minimum of fifty (50%) percent of the line Battalion Chief positions shall be staffed by a Battalion Chief.

Additionally, a maximum of two (2) Long-Term Vacancies may be filled with personnel from the active Battalion Chiefs promotional list, provided these two positions do not reduce the number of on-duty Battalion Chiefs for that shift below fifty (50%) percent of the staffed positions.

If no Battalion Chiefs are signed up for overtime, the Fire Chief or his/her designee shall determine whether to staff a third Acting Battalion Chief, or invoke mandatory overtime call back for Battalion Chiefs. Mandatory overtime call back will be implemented for Battalion Chiefs whenever the filling of a Battalion Chief vacancy with an Acting Battalion Chief creates a mandatory overtime call back for a lower ranked suppression position.

3. Long-term vacancies, those projected to be vacant for five (5) concurrent 48 hour shifts or more, shall be filled in the following order:

BC Vacancies

TA

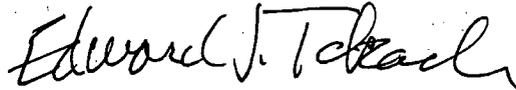
- a. Filled by a Battalion Chiefs candidate currently on the active Battalion Chiefs promotional list assigned to the shift where the vacancy occurs. The determination of who shall fill the position will be in order of the current Battalion Chief promotional list.
  - b. Filled by Battalion Chiefs signed up for overtime on Telestaff. The determination of who will be contacted shall be based on the Telestaff time stamp. If no Battalion Chiefs are signed up for overtime, the position shall be filled by the next step.
  - c. Filled by Captains on the current Battalion Chiefs promotional list signed up for over time. The determination of who will be contacted will be based on the Telestaff time stamp.
  - d. Filled by Captains currently on the auxiliary Acting Battalion Chiefs list.
4. Short-term vacancies, those projected to be vacant for less than five (5) concurrent 48 hour shifts and day-of vacancies, shall be filled in the following order:
- a. Filled by Battalion Chiefs signed up for overtime on Telestaff. The determination of who will be contacted shall be based on the Telestaff time stamp. If no Battalion Chiefs are signed up for overtime, the position shall be filled by the next step.
  - b. Filled by a Battalion Chiefs candidate currently on the active Battalion Chiefs promotional list assigned to the shift where the vacancy occurs. The determination of who shall fill the position will be in order of the current Battalion Chief promotional list.
  - c. Filled by Captains on the current Battalion Chiefs promotional list signed up for overtime. The determination of who will be contacted will be based on the Telestaff time stamp.
  - d. Filled by Captains currently on the auxiliary Acting Battalion Chiefs list.
5. Partial Shift Vacancies, any shift pre-determined to be less than a twenty-four (24) hour shift, shall be filled in the following order:
- a. Filled by Battalion Chiefs signed up for overtime on Telestaff. The determination of who will be contacted shall be based on the Telestaff time stamp. If no Battalion Chiefs are signed up for overtime, the position shall be filled by the next step.
  - b. Filled by a Battalion Chiefs candidate currently on the active Battalion Chiefs promotional list assigned to the shift where the vacancy occurs. The determination of who shall fill the position will be in order of the current Battalion Chief promotional list.

BC Vacancies  
TA

- c. Filled by Captains on the current Battalion Chiefs promotional list signed up for overtime. The determination of who will be contacted will be based on the Telestaff time stamp.
  - d. Filled by Captains currently on the auxiliary Acting Battalion Chiefs list.
8. The City and Local 522 will meet as needed to discuss the development and implementation of the Auxiliary Battalion Chief list.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
 Jaymes Butler, Municipal Vice-President  
 Sacramento Area Fire Fighters, Local 522

**RESOLUTION NO. 2010-**

Adopted by the Sacramento City Council

February 23, 2010

**ADOPTION OF SALARY SCHEDULE COVERING THE FIRE BATTALION CHIEF  
CLASSIFICATION 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 February 27, 2010, 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:**

- Section 1. The salary schedule for the classification of Fire Battalion Chief is adopted as attached.

**Table of Contents:**

Exhibit A: Salary Schedule

**Exhibit A**

**CITY OF SACRAMENTO  
SCHEDULED BI-WEEKLY/HOURLY RATES**

<b>Title</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Battalion Chief	Yearly	92745.46	97382.73	102251.87	107364.46	112732.68
	Bi-weekly (56 hrs per week)	3567.13	3745.49	3932.76	4129.40	4335.87
	Hourly	31.849402	33.441872	35.113966	36.869664	38.713147