

SPECIAL MEETING CITY COUNCIL SACRAMENTO

JANUARY 22, 1982

FRIDAY

5:00 P.M.

I HEREBY CALL a Special Meeting of the Sacramento City Council to be held in the City Council Chamber, 2nd Floor, City Hall, 915 I Street, Sacramento, California, on Friday, January 22, 1982, at the hour of 5:00 p.m. for the purpose of considering and acting upon Legal Matters and Employer-Employee Relations matters relating to the proposed agreement with International Firefighters Union, Local 522.

A portion or all of this meeting may be held in Executive Session.

ISSUED: This 21st day of January, 1982.

PHILLIP L. ISENBERG
MAYOR

ATTEST:

LORRAINE MAGANA
CITY CLERK



CITY OF SACRAMENTO

DEPARTMENT OF EMPLOYEE RELATIONS
801 NINTH STREET, ROOM 105
SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5424

STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

January 22, 1982

APPROVED
BY THE CITY COUNCIL

JAN 22 1982

OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Proposed Agreement in Fire Department Unit

SUMMARY

On January 4, 1982, the parties received the findings and recommendations of Fact Finder Donald H. Wollett in the impasse over a new bargaining agreement with the Sacramento Area Fire Fighters, Local 522. During the ten-day period after receipt of the Fact Finder's report, the parties met and conferred in an effort to resolve all outstanding issues.

As directed by the City Council, the parties have reached a proposed agreement based on the recommendations of the Fact Finder, but without both the payment of interest and straight retroactivity.

There is no recommendation to the City Council to approve the proposed agreement.

BACKGROUND

I. 1981 Negotiations

On April 15, 1981, the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 commenced negotiations for a successor agreement to the 1979-81 Fire Department Agreement. On June 17, 1981, after ten negotiating sessions, the parties declared impasse and invoked the impasse procedures of mediation and fact-finding mandated by the City's Employer-Employee Relations Policy. The Fire Fighters Local 522 received strike sanction from the Sacramento Central Labor Council on June 30, 1981. A mediator from the California State Mediation and Conciliation Service assisted the parties in an unsuccessful mediation session on July 1, 1981, and the parties proceeded to fact-finding. The State Mediation and Conciliation Service provided to the parties a list of five impartial fact finders on July 6, 1981, and Mr. Donald H. Wollett was selected by the parties from that list.

Meanwhile, the City was negotiating successor labor agreements with six other recognized employee organizations. On June 19, 1981, Stationary

Engineers, Local 39, the union which represents the majority of City employees, broke off negotiations with the City. On June 30, 1981, Stationary Engineers, Local 39 also obtained strike sanction from the Sacramento Central Labor Council.

The City and the Western Council of Engineers entered into a one-year 7% total package agreement covering the 21-member Engineering Unit on June 29, 1981. Tentative agreement was reached on July 20, 1981, on a similar 7% settlement with the Sacramento City Management Association covering the 97 middle managers in the General Management Unit. That agreement was approved on July 24, 1981 by the City Council. Both of these contracts contained side agreements sometimes referred to as "me too" clauses which guaranteed to the two units the difference in salary and health benefit increases without retroactivity, in the event the City exceeded 7% in these same benefit areas during the 1981 negotiations with any other recognized employee organization.

The City entered into the two side agreements for several reasons. First, the City normally establishes the wage and benefit pattern by settling with one of the three major unions, and then after that pattern is established, the City settles with the smaller unions. This was not possible during the 1981 negotiations because both the Fire Fighters Local 522 and Stationary Engineers, Local 39 had declared impasse by rejecting the City's 7% offer. The Sacramento Police Officers Association, the third major union, was in the second year of a two-year agreement and received 10.2% for 1981 as part of the settlement which was negotiated in 1980. Consequently, the City attempted to establish a 7% wage and benefit pattern with the smaller unions. This was difficult because the smaller unions were reluctant to be the first to reach agreement with the City for fear of settling lower than subsequent City settlements with the larger unions. As a rule, the smaller unions would rather wait for the City to settle with one of the larger unions. Secondly, the City expected some type of job action from members of Local 522 and Local 39. As part of the City's contingency plan, the City needed the technical skills and expertise of the employees in the Engineering Unit and the General Management Unit in order to continue certain essential services in the event of a job action. Therefore, it was extremely important that the City not have a labor dispute with these two units if the City was going to rely upon these same employees to assist in continuing essential services. Unfortunately, the middle managers in local government under the Meyers-Milias-Brown Act have a right to organize and bargain collectively. Middle managers do not have this right in the private sector or in other public jurisdictions in California, except for cities, counties, and special districts.

Some members of Stationary Engineers, Local 39 staged a sick-out in selective City operations during the period July 21-24, 1981. The City and Local 39 reached tentative agreement on July 31, 1981, providing a 7.8% total cost package, without a side agreement. The tentative agreement was approved by the City Council on August 7, 1981.

With the 7.8% pattern established with Local 39, the City entered into the same pattern settlements in the Automotive/Equipment Mechanics Unit and the Plant Operator Unit, without side agreements. The City also entered into a four-year agreement with the Building Trades and Crafts Union providing for a total package in the first year of 6.9%, without a side agreement.

2. Fact Finder's Recommendations

Fact Finder Donald H. Wollett conducted hearings on the disputed issues on August 31, September 2, 4, and 5, 1981. The parties received the findings and recommendations on January 4, 1982. A summary and cost impact of those recommendations are:

<u>Recommendations</u>	<u>Annual Cost</u>	<u>% Cost</u>
A. 10% general salary increase for all classifications retroactive to June 27, 1981	\$1,416,530	10.00%
B. 12% per annum interest for the six months of retroactivity for the general salary increase	84,998	.60
C. 5% equity adjustment for the Fire Apparatus Operators and Fire Inspectors I	163,609	1.20
D. 12% per annum interest for the six months of retroactivity for the inequity adjustment	9,817	.07
E. Increase in City's monthly health contribution from \$132.40 to \$139.40	37,296	.27
F. One additional holiday from 11½ to 12½ annually	60,911	.43
G. City payment for safety shoes	14,927	.11
TOTAL	\$1,788,088	12.68%

The City's last offer to Local 522 was 7.03% representing an annual cost of \$996,054. The Fact Finder's recommendation would up the City's offer by 5.65% thus increasing the annual cost by \$792,034.

PROPOSED AGREEMENT

On direction from the City Council, the attached proposed agreement covering the 444-member Fire Department Unit for the period January 23, 1982 to June 25, 1982, contains the following:

1. Effective January 23, 1982, a 10% salary increase for all classifications with an additional 5% compounded salary increase for 94 employees occupying the classifications of Fire Apparatus Operator, Fire Prevention Inspector I and Fire Investigator I.
2. In lieu of straight retroactivity for the 15 bi-weekly pay periods from June 27, 1981 to January 22, 1982, employees are to receive special salary adjustments for the bi-weekly payroll periods ending February 5, 1982; February 19, 1982, and March 5, 1982, in the amount equal to the sum of the number of non-overtime hours for which the employee receives pay during the stated bi-weekly pay period, multiplied by the employee's hourly rate and multiplied by the appropriate factor.

3. Effective February 1, 1982, the City's monthly contribution for insurance benefits will increase from \$132.40 to \$139.40 per eligible employee.
4. Employees on the City payroll on January 23, 1982, will receive a lump sum payment equivalent to one additional holiday.
5. The City will make payment in the amount of \$64.91 for safety shoes for each eligible fire suppression employee.
6. There are numerous other non-economic modifications in the proposed agreement, most of which were tentatively agreed to prior to the fact-finding proceedings.

The proposed agreement does not contain the Fact Finder's recommendation to grant 12% interest on retroactive pay.

During the negotiations, after receipt of the Fact Finder's report, the City proposed to change the minimum manning practice to reduce the manning level at each fire company below the present level of four fire suppression employees. The relaxation on minimum manning level was needed in order to fund some of the increased costs related to the Fire Fighter settlement. The Union rejected the City's proposal for relief on minimum manning but indicated a willingness to meet and confer in good faith on the manning issue after the City Council approves the proposed agreement.

The City administration felt that to substantially accept the Fact Finder's recommendations which in effect increased the City's offer from 7% to 12%, the acceptable compromise should have been a relaxation on minimum manning. Since this did not occur, there is no recommendation for the City Council to approve the proposed agreement.

FINANCIAL IMPACT

The cost increase for Fiscal Year 1981-82 is estimated at \$1,662,354 for the proposed agreement in the Fire Department Unit, \$70,267 for the two side agreements -- a total cost of \$1,732,621. The following is a summary of the financial impact:

Proposed Agreement

- | | |
|---|------------|
| 1. 10% general salary increase for eleven (11) bi-weekly pay periods from January 23, 1982 through June 25, 1982 | \$ 599,301 |
| 2. 5% additional salary increase (compounded) for Fire Apparatus Operators, Fire Investigator I, and Fire Prevention Inspector I for eleven pay periods | 69,220 |
| 3. Special salary adjustments in lieu of retroactivity | 876,222 |
| 4. Increase in City's health insurance contribution from \$132.40 to \$139.40 effective February 1, 1982 | 15,540 |

Proposed Agreement

5. One additional holiday to be paid in cash.	\$ 55,380
6. Payment of \$64.91 to all fire suppression employees for safety shoes	27,522
7. Increase in City's cost towards unfunded liability	<u>19,169</u>
Cost of Proposed Fire Agreement	<u>\$1,662,354</u>

Side Letters

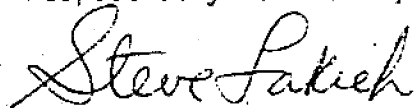
1. Western Council of Engineers	\$10,748
2. General Management Unit	<u>59,519</u>
Cost of Side Letters	<u>\$70,267</u>

TOTAL COST FOR FISCAL YEAR 1981-82 \$1,732,621

RECOMMENDATION

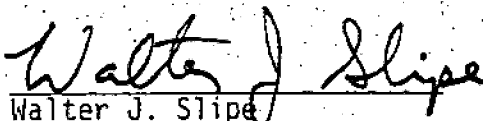
There is no recommendation to the City Council to approve the attached proposed agreement.

Respectfully submitted,



Steve Lakich
Director of Employee Relations

RECOMMENDATION APPROVED:



Walter J. Slipe
City Manager

Attachment

January 22, 1982
All Districts

APPROVED
BY THE CITY COUNCIL

JAN 22 1982

OFFICE OF THE
CITY CLERK

AGREEMENT

BETWEEN

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

AND

CITY OF SACRAMENTO

1981-82

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PREAMBLE

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

ARTICLE I RECOGNITION

1. RECOGNITION

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

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

ARTICLE II INCORPORATION OF AGREEMENT

2. INCORPORATION OF AGREEMENT

a. The parties further agree that this Agreement sets forth the full and entire understanding of the parties, and any and all prior or existing Agreements are hereby superseded and terminated.

b. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE III CITY RIGHTS

3. CITY RIGHTS

The City retains the exclusive right, among others, provided by and in accordance with and subject to applicable laws, civil service, City Charter and other regulations, and the provisions of this Agreement, including the grievance procedure herein (a) to direct employees of the Fire Department,

(b) to hire, promote, transfer and assign employees in positions within the Department consistent with applicable classification specifications; (c) to dismiss employees because of lack of work or for other reasonable and just cause; (d) to reprimand, demote, suspend or discharge employees for proper cause; (e) to determine the mission of the Department, its budget, its organization, the number of employees, and the methods and technology of performing its work; and (f) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE IV UNION RIGHTS

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

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

In accordance with California Government Code 3505.3, and Article VI of the City's Resolution No. 81-855, the Union's duly designated "meet and confer" representatives shall be released from their duty assignments without loss of pay or other employment benefits, and without the obligation to furnish replacement personnel, in order to attend such scheduled "meet and confer" sessions with the City's management representatives.

b. Union Time Off at City Expense

The Union shall be provided a "pool" of up to one thousand and fifty (1,050) hours per year for the period commencing June 27, 1981 to June 25, 1982, inclusive for participating in activities not prohibited by law subject to the following conditions and limitations:

- 1) Such time off may be utilized by employees who are members of the Union.
- 2) There shall be no limitation on the number of hours that may be used by one person nor on the times during which these hours may be used.
- 3) Employees shall no later than twenty-four (24) hours before the use of pool hours notify the Fire Chief or his designated representative in writing thereof.
- 4) The members of the Union using such time shall charge their downtime to Cost Center 8132.
- 5) Should the Union exceed the one thousand and fifty allowable under Cost Center hours, the Union shall reimburse the City no later than the 10th day following the completion of the bi-weekly payroll period in which time is used for all hours away from the job on Union business, at the rate of 1.30 times the employees regular bi-weekly hourly rate of pay for such hours.

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

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

- 1) The employee shall no later than twenty-four (24) hours before the use of such time notify the Fire Chief or his designated representative thereof.
- 2) Time traded shall be in increments of a minimum of twenty-four (24) hours.
- 3) This Article shall not apply to any employee serving a probationary period. Said employee shall have permanent status in either of the following ranks: Firefighter, Fire Prevention Inspector I and II, Fire Apparatus Operator or Fire Captain.

5. PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Union for: (1) the normal and regular monthly Union membership dues; (2) monthly insurance premiums to any plans sponsored by the Union and open to all its members, except there shall be no more than one variable deduction; and (3) charitable contributions for the Pacific Burn Institute.

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

- 1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. (Refer to Exhibits B-1 and B-2.) Any changes or modifications shall be agreed upon between the City and Union.
- 2) Such deductions shall be made only upon submission to the Payroll Section, Department of Finance, of the said authorization form duly completed and executed by the employee and the Union.
- 3) The Union will be responsible for submitting to the Payroll Section the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.
- 4) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the Union.

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

6. BI-WEEKLY PAY WARRANTS AND DEDUCTIONS

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

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

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

d. The City shall mail the pay warrant to an employee if the employee (1) submits to the designated Fire Department payroll clerk in writing a signed request to the effect which shall include the following statement: "I hereby indemnify and hold the City, its officers, agents and employees harmless against any claim made or any loss or liability I or others incur on account of this request"; and (2) the employee provides the payroll clerk with a stamped, self-addressed 9½ x 4 inch envelope in which to mail the pay warrant.

7. EMPLOYEE RIGHTS

The City reserves the right to investigate and question employees prior to any disciplinary action. However, if it is recognized that an employee has committed an infraction which will result in disciplinary action greater than oral reprimand the employee shall be so advised, and he/she may request a Union representative to be present during such investigation.

8. REMOVAL OF DISCIPLINARY RECORDS

a. It shall be the policy of the Sacramento Fire Department that all records of disciplinary action contained in personnel files be removed on the following basis:

- 1) Employee shall first make a request.
- 2) Removal shall be subject to the following criteria.
 - a) Oral reprimand - after 18 months.
 - b) Letters of reprimand - after two years from date of effect.
 - c) Suspension (3 or less shifts) - after five years from date of effect.
 - d) Withholding of in-grade salary increase or grade salary reduction (6 months or less) - after five years from date of effect.

e) Suspension (more than 3 shifts) - withholding of in-grade salary increase or grade salary reduction (more than six months) - after seven years from date of effect.

f) Demotion - after seven years from date of effect.

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

c. Should there be further disciplinary action, time periods as described in (2) above shall be adjusted to recommence from date of said additional disciplinary action.

9. BULLETIN BOARDS

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

10. PUBLIC ADDRESS ANNOUNCEMENTS

It is agreed that announcements of Union meetings and official business will be allowed over the P.A. system of the Fire Department. It is further agreed that such announcements will be held to a minimum and preferably at noontime. Requests for such announcements will be made with ample time in writing to the Chief in Charge of the Alarm Station. If time is a factor, requests may be made orally.

ARTICLE V GRIEVANCE PROCEDURE

The parties agree to implement the following grievance arbitration procedure:

11. PURPOSE

a. This grievance arbitration procedure shall be the exclusive process to resolve grievances as that term is defined under subparagraph (a) of Section 12 below.

b. The purposes of this procedure are:

- 1) To resolve grievances informally at the lowest possible level.
- 2) To provide an orderly procedure for reviewing and resolving grievances promptly.

12. DEFINITIONS

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

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

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

13. TIME LIMITS

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

14. PRESENTATION

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

15. EMPLOYEE RIGHTS

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

16. APPLICATION

Grievances as defined in Section 12 shall be brought through this procedure unless the City Charter vests jurisdiction elsewhere.

17. INFORMAL DISCUSSION

The grievance initially shall be personally discussed between the grievant and his immediate supervisor. The grievant may have in attendance,

and be represented by, the Union representative. Within seven (7) calendar days, the immediate supervisor shall give his decision or response.

18. 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 12a 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 Deputy 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 Deputy Chief shall assign the first level review to the employee's Battalion Chief, who will give his answer in writing to the grievance within seven (7) calendar days from the time he received the grievance in writing. The written statement shall include:

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

19. FORMAL GRIEVANCE - STEP 2

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

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

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

20. FORMAL GRIEVANCE - STEP 3

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

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

21. ARBITRATION - STEP 4

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

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

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

d. It is understood that the arbitrator will only interpret this Agreement or documents as cited in Section 12a above, and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and grievant.

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

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

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

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

22. GENERAL

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

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

ARTICLE VI
PAY RATES

23. PAY RATES

Effective January 23, 1982, salary ranges in terms of bi-weekly rates of pay for represented classifications shall receive a 10.0% increase. However, salary ranges for the classifications of Fire Apparatus Operator, Fire Prevention Inspector I, and Fire Investigator I shall receive an additional 5% increase after receipt of the 10.0% increase. The salary ranges to become effective January 23, 1982 are set forth in Exhibit A.

ARTICLE VII
INSURANCE

24. HEALTH BENEFITS

a. Effective February 1, 1982, the City agrees to pay an amount equal to what it would pay for employee medical, dental, disability and/or life insurance benefits up to \$139.40 per month for each employee.

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

ARTICLE VIII
WORKING CONDITIONS FOR FIRE SUPPRESSION PERSONNEL

25. DAILY HOUR VALUE

The hour value of a leave day for vacation, sick leave or other leave shall be determined by dividing the average number or regularly-scheduled weekly hours by five (5), which result provides the ratio of hours of all weekly

hour schedules to the 5 day-40 hour per week employee. The value of a day for the term of this Agreement shall be 11.2 hours. (56 divided by 5 equals 11.2).

26. WEEKLY ANNUAL REPORT

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

27. HOLIDAYS

a. It is agreed that Firefighters, Apparatus Operators and Fire Captains assigned to the fire duty schedule shall receive 12-1/2 holidays per year (12.5 holidays times 11.2 hours per holiday equals 140 hours).

b. For Fiscal Year 1981-82 those employees in the fire suppression unit who are on the City payroll on January 23, 1982, shall receive a lump sum payment equivalent to 11.2 hours. This payment is to be made no later than March 2, 1982.

c. It is further agreed that 99.4 holiday hours shall be paid in cash as follows: in equal 26 bi-weekly increments.

d. It is agreed that 29.4 holiday hours shall be provided as additional pay or time as follows:

- 1) Employees earning 10 days vacation per year
112 hours vacation credit (10 x 11.2)
29.4 holiday hours
141.4 vacation and holiday hours
less 120 hours to be taken as vacation, holiday time
21.4 holiday hours to be paid
- 2) Employees earning 15 days vacation per year
168 hours vacation credit (15 x 11.2)
29.4 holiday hours
197.4 vacation and holiday hours
less 192 hours to be taken as vacation and holiday time
5.4 holiday hours to be paid
- 3) Employees earning 20 days vacation per year
 - a) Option 1- 224 hours vacation credit (20 x 11.2)
29.4 holiday hours
253.4 vacation and holiday hours
less 240 hours to be taken as vacation and holiday time
13.4 holiday hours to be paid
 - b) Option 2- 224 hours vacation credit (20 x 11.2)
29.4 hours holiday
less 56 hours paid in lieu of vacation
197.4 hours
less 192 hours to be taken as vacation and holiday time
5.4 holiday hours to be paid

e. The 11.2 hour per day vacation credit listed above shall be taken in the calendar year following the calendar year in which it is earned.

28. PAY FOR HOLIDAY HOURS

a. Holiday hours for Options Tisted in Section 27d(1), (2) and (3) above shall be paid on the paycheck covering the last complete pay period of each fiscal year.

b. The number of holiday hours to be paid for fire duty schedule employees shall be as follows:

<u>Annual Vacation Accumulation</u>	<u>Holiday Pay</u>
10 days	21.4 hours
15 days	5.4 hours
20 days - either of the following:	
1) employee taking 10 shifts off	13.4 hours
2) employee selling back one week in lieu of vacation (56 hours)	5.4 hours

c. It is further understood that an employee eligible for 20 days of vacation shall notify fire administration in January of each year as to his/her option outlined above inasmuch as it will affect the number of holiday hours to be paid:

d. It is further understood and agreed that the above provisions shall apply only to fire suppression employees on the payroll during the complete term of this Agreement. All other employees shall have holiday time and pay pro-rated accordingly for the time in which they qualify under this Article.

29. SCHEDULE AND HOURS

a. Under the existing duty schedule, Firefighters, Apparatus Operators and Fire Captains report for duty at 8:00 a.m., and go off duty at 8 o'clock 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

"0" denotes day off or shift off duty

X-0-X-0-0-X-0-X-0-0-0-0

b. Computer time cards will correctly reflect the above work schedule of the said shift employees commencing with the first pay period that begins after the effective date hereof. Example: A 24-hour shift beginning at 0800 on a Monday and ending at 0800 on a Tuesday will show 16 hours on-duty time on Monday and 8 hours on-duty time on Tuesday.

c. The basic daily work schedule shall be from 0800/1700. However, it is recognized that department operations and training needs may require schedules other than 0800/1700. Where possible and feasible all training and work of a non-emergency nature will be performed between the hours of 0800/1700 and will conform to the job classification specifications as defined by Civil Service Board Rules.

32. FIRE INVESTIGATOR I

This Section shall apply only to the Fire Investigator I.

a. Work Schedule

- 1) The work schedule for Fire Investigator I shall consist of rotating ten-hour days and fourteen-hour night shifts as follows:

<u>Work Schedule</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1	X N N X D D X	X X N N X D D	X X X N N X D
2	D D X X X N N	X D D X X X N	N X D D X X X
3	N X D D X X X	N N X D D X X	X N N X D D X
4	X X X N N X D	D X X X N N X	D D X X X N N

D = Day Shift
 N = Night Shift
 X = Day Off

- 2) The Fire Investigator I shall rotate in consecutive order of Schedule 1, 2, 3, and 4 so that the average workweek in a twelve-week period shall be forty (40) hours.
- 3) The ten-hour, fourteen-hour work shifts and the average forty-hour workweek shall be considered regular work hours paid at straight time.

b. Lunch Time

The Fire Investigator I shall be eligible for twenty-four (24) hours of lunch time to be taken each work shift in equal increments during each twelve-week work cycle. This twenty-four (24) hour provision is to be reduced proportionately for absences or leaves. Cash payment shall not be permitted for unused lunch time.

c. Timecard Administration

When scheduled to work a day shift (10 hours including any unpaid lunch) the timecard shall reflect a total of 9.4 hours of the appropriate type hour(s) ("A" time, vacation, sick leave, etc.). When scheduled to work a night shift (14 hours including any unpaid lunch) the timecard shall reflect 13.4 hours of the appropriate type hour(s) ("A" time, vacation, sick leave, etc.).

d. Holidays

- 1) It is agreed that Fire Investigators I shall receive 2-1/2 holidays per year.
- 2) For Fiscal Year 1981-82 those employees who are on the City payroll on January 23, 1982, shall receive cash payment equivalent to one paid holiday (8 hours). This payment shall be made no later than March 2, 1982.

- 3) It is agreed that 92.0 (11.5 x 8.0) holiday hours shall be paid in cash in twenty-six bi-weekly increments.

e. Vacation Credit

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

f. Vacation Administration

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

g. Shift Trades

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

h. Overtime Compensation

- 1) The City agrees that it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of a regular work shift, or on scheduled days off, or on a recognized holiday, such work time shall be compensated as overtime. The Fire Investigator I shall not receive overtime on a recognized holiday.
- 2) Overtime shall be paid in cash, except an employee may request compensating time off as the method of payment. The City reserves the right to deny the CTO request.
- 3) Both the cash payment and the compensating time off shall be computed at the rate of time and one-half (1-1/2) the number of overtime hours worked. Any compensating time off must be approved by the Fire Marshal.
- 4) Employees may accrue up to 80 hours of compensating time off up to the last pay periods in June of each year. All compensating time off not used by this time will be paid to the employee. Any hours of compensating time off not used by this time will be paid in cash. This cash payment will be included in the second paycheck in July.

i. Standby

- 1) Fire Prevention Inspectors I and II who are required to remain within call for emergency work shall be paid \$100.00 per week in addition to their regular compensation. In addition, when said employee is assigned to remain within call on a recognized holiday, such employee shall receive an additional \$40.00 for the holiday.
- 2) Fire Inspectors who are called out while on standby shall receive three (3) hours minimum pay at a rate of time and one-half. Subsequent calls shall be classed as a separate

three (3) hours minimum, if minimum of three (3) hours has elapsed from the time of the last call-out.

- 3) Fire Prevention Inspectors I and II who are called as back up or second up shall not receive standby pay, but if called shall receive overtime at the rate of time and one-half (1-1/2) for a minimum of four (4) hours for each such call out.
- 4) This Section shall expire on the effective date of reorganization in Fire Prevention.

j. Holiday Benefit

- 1) Except for the Investigator I, the following shall be recognized holidays for employees covered by this Article:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Washington's Birthday Friday (4 hours)	Third Monday in February Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 7
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

- 2) For Fiscal Year 1981-82, those employees who are on the City payroll on January 23, 1982, shall receive cash payment equivalent to one paid holiday (8 hours). This payment shall be made no later than March 2, 1982.

- 3) To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility.
- 4) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- 5) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

k. Vacancies

- 1) When the Fire Marshal is absent, and with the approval of the Fire Chief, if an Inspector II or Investigator II is assigned to, and performs substantially all of the administrative and other responsibilities of the Fire Marshal, and does so for a minimum of two (2) consecutive hours, the Inspector II or Investigator II working out of class will be entitled to out-of-classification compensation as per Article XVI, Section 41, of this Agreement.
- 2) When a temporary vacancy exists in the position of Inspector II or Investigator II and an Inspector I or Investigator I is assigned to, and performs substantially all of the administrative and other responsibilities of the Inspector II or Investigator II and does so for a minimum of two (2) consecutive hours, the Inspector I or Investigator I working out of class will be entitled to out-of-classification compensation as per Article XVI, Section 41, of this Agreement.
- 3) When a temporary vacancy exists in the position of Fire Prevention Technician II and a Fire Prevention Technician I is assigned to, and performs substantially all of the administrative and other responsibilities of the Fire Prevention Technician II and does so for a minimum of two (2) consecutive hours, the Fire Prevention Technician I working out of class will be entitled to out-of-classification compensation as per Article XVI, Section 41, of this Agreement.
- 4) When a vacancy occurs within a job assignment due to expansion, retirement, death, removal, resignation, promotion, or demotion, such job assignment shall be subject to bid by members in the Fire Prevention Bureau under the same provision expressed in Article XIX, Section 45, of this Agreement.

l. Meal Time (8-Hour Day)

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

- 2) In the event the meal period is interrupted for Fire Department business, at the option of the employee, approved by the Fire Marshal, the employee shall be:
 - a) paid time and one-half for the entire meal period;
 - b) given an alternate meal period;
 - c) allowed to leave the shift early.

m. Lockers

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

n. Coveralls

Except for Fire Prevention Technician classifications, the City shall provide one (1) pair of coveralls to employees. The employees shall be responsible for cleaning and maintaining these coveralls.

ARTICLE X
WORKING CONDITIONS FOR ALARM STATION PERSONNEL

33. WORKING CONDITIONS FOR ALARM STATION PERSONNEL

This Section applies to the following classifications in the Fire Department:

Dispatcher I
Dispatcher II
Dispatcher III
Supervising Dispatcher

a. Supervising Dispatcher

The supervisor's normal workweek is 40 hours, Monday through Friday.

b. Dispatcher III

- 1) A Dispatcher III works a rotating shift for an average of 40 hours per week.
- 2) A position of Dispatcher III or Supervising Dispatcher shall be assigned to each shift.
- 3) A Dispatcher III shall be assigned to fill the floating position in the work schedule. The floating position shall be offered, and where possible, assigned on a voluntary basis for a period not to exceed one year.

- 4) A Dispatcher III may be assigned to work in excess of his/her normal duty shift. In such event, when a Dispatcher III is assigned to be on duty for 16 or more consecutive hours, a minimum of 8 hours off duty shall then be scheduled prior to their reporting for his/her next shift except in cases of emergency.
- 5) A Dispatcher III may be assigned to work in excess of his/her normal duty shift. In such event, the Dispatcher III on duty will be held over for four (4) hours and the on-coming Dispatcher III will be brought in four (4) hours early. In the event that the hold and call overtime procedure does not meet the manning requirements of the alarm station, a rotational call back list will be utilized. When a Dispatcher III is not available and a Dispatcher II from a rotational call back list is assigned to perform substantially all of the responsibilities of the Dispatcher III and does so for a minimum of two (2) consecutive hours, with the approval of the Supervising Dispatcher, such Dispatcher II will be entitled to out-of-classification compensation in accordance with this Agreement. A Dispatcher II working out of classification as a Dispatcher III shall meet the qualification standards established for the classification of Dispatcher III.
- 6) When the Supervising Dispatcher is absent and a Dispatcher III is assigned to and performs substantially all of the administrative and other responsibilities of the Supervising Dispatcher in addition to his/her regular duties as a Dispatcher III, and does so for a minimum of two (2) consecutive hours, then, in that event, such Dispatcher III will be entitled to out-of-classification compensation in accordance with this Agreement.

c. Dispatcher II

- 1) A Dispatcher II works a rotating shift which shall average 40 hours per week.
- 2) A Dispatcher II may be assigned to work in excess of his/her normal duty shift, in which event the policy provided for under paragraph b(4), (5) and (6) above shall apply.

d. Change of Schedule

Dispatchers III and Dispatchers II will not be reassigned from one numbered position to another on the precomputed schedule without 21 days' advance notification except where operational necessity requires.

e. Overtime and Call-Back Pay

- 1) Overtime and call-back pay shall be paid to these classifications as per Article XI of this Memorandum but computed on a factor of 2,080 hours per year (being the gross hours that these positions are scheduled for).
- 2) Employees shall be permitted to receive compensating time off computed at a rate of time and one-half for all hours worked overtime in lieu of time and one-half pay. Considering the

request of the employee, the determination of time off for compensation shall be made by Fire Department management. Employees who have accrued compensating time off may carry the accrued time up until the last pay period in each fiscal year. All compensating time off not used by this time will be paid to the employee in cash. This cash payment will be included in the paycheck received by the employee following the last pay period in each fiscal year.

- 3) As a matter of general policy, Fire Department management shall use the following guidelines limiting the use of compensating time off. Time off under this provision must be authorized in advance and shall be allowed only if the floater is available, or a qualified dispatcher of the same rank (i.e., same as shift trades) is available to cover the position without having to work a back to back.

f. Shift Trades

Shift trades will be granted for alarm station personnel insofar as practical and consistent with efficient operational needs.

- 1) Two copies of the shift trade request form will be completed and submitted four (4) working days prior to the effective date of the trade.
- 2) No trade will involve the working of over 16 hours nor will two (2) 16-hour trades be permitted with only 8 hours between the two. No back-to-back trade will be permitted between the swing and graveyard shifts.
- 3) All Dispatchers shall be permitted to trade shifts or two-hour portions thereof, in a manner which shall not be inconsistent with state or federal law. All trades will be paid back within 90 calendar days.
- 4) Trades will be limited to members of the same rank, except however, that the supervisor may trade with a Dispatcher III.
- 5) Shift trades in excess of two (2) hours shall require a shift trade request form to be completed and submitted. Shift trades shall not be for less than two (2) hours.
- 6) Employees may waive repayment of up to 24 total hours per calendar year, providing the employee to whom time is owed, waives repayment in writing.

g. Shift Differential

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

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

h. Vacations

The vacation schedule shall operate on straight seniority. (When an employee entered the Fire Department).

i. Holiday Benefit

Supervising Dispatcher/Dispatcher III, II, and I. The number of recognized holidays shall be 12-1/2 per calendar year.

- 1) For Fiscal Year 1981-82 those employees in the fire alarm unit who are on the City payroll on January 23, 1982, shall receive a lump sum payment equivalent to 8 hours. This payment to be made no later than March 2, 1982.
- 2) Credits for holidays shall accrue on the basis that employees shall be credited with one holiday on the first day of each month, except the month of June, which shall be four (4) hours, irrespective of when particular holidays may occur on the calendar. At the option of the employee, the employee shall either be given one day off with pay for accrued holiday credit on a one-day for one-day basis, or in lieu thereof shall have his pay adjusted on the basis of an additional half day per holiday credit.
- 3) As a matter of general policy, Fire Department management shall use the following guidelines limiting accumulations of holiday credit to no more than five days insofar as practical and consistent with operational needs. While preferences of employees shall be considered, the granting and scheduling of days off hereunder shall be made by Fire Department management on the basis of maintaining operational efficiency at all times.
- 4) The holiday will be allowed only if the floater is available, or a qualified dispatcher of the same rank (i.e., same as shift trades) is available to cover the position without having to work a back-to-back.

j. Work Schedule

The work schedule in the fire alarm station shall continue unless changed by mutual agreement of the parties.

ARTICLE XI
OVERTIME AND CALL BACK PAY

34. OVERTIME AND CALL BACK PAY

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

a. When employees are held over on duty for more than one-half hour past the end of their normally assigned duty shift, at the scene of an incident, they shall be paid time and one-half for the period they are retained on duty commencing at the conclusion of their normally assigned duty shift. All other overtime shall be paid to the nearest 1/10 of an hour.

b. When employees are called out of their homes at times they are not regularly scheduled to report to duty, they shall be paid time and one-half from the time they report for duty at the location they were ordered to report to until relieved at that location from such unscheduled assignment, plus travel time enroute from their home to such location up to a maximum of forty-five (45) minutes, except that in no event shall they be compensated for less than three (3) hours for each such call-out from their homes.

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

ARTICLE XII SHIFT TRADING

35. SHIFT TRADING

a. Consistent with the reasonable operational requirements of the Fire Department to maintain public health and safety, it shall be the policy of the Fire Chief to permit employees to trade 24-hour shifts or 4-hour incremental portions thereof.

- 1) Yearly allowance 24 - 24-hour shifts based on calendar year. Four of the 24-hour shifts per 12-month period can be used at any time. These 4 shifts may be used in any combination of full 24-hour shifts only. They may be used in conjunction with the 96-hour monthly allowance. This provides the employee with the opportunity to apply 8 consecutive 24-hour shift trades at any time, but only once in a calendar year. Such time may be attached to a vacation period. Except as in (4) below.
- 2) A back-to-back is a trade that involves an employee working two consecutive shifts. If an employee works 12 hours or more next to a regular 24-hour duty shift, he/she is charged a back-to-back. No more than four back-to-back trades a month can be worked.

- 3) Trade hours off in any one month shall not exceed ninety-six (96) except as provided in paragraph (1) above.
- 4) Any employee connecting two calendar year vacation allowances is prohibited from attaching shift trades to said vacations. No two vacation periods may be connected by shift trades.

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

- 1) Trades shall be limited to being made between regular employees of the Sacramento Fire Department of the same rank and ability.
- 2) All shift trade requests or changes must be approved in writing by their respective Captain seventy-two (72) hours before commencement thereof except in cases of emergency, when the Captain will review, and if approved, can waive the seventy-two (72) hours.
- 3) All trades shall be fully repaid on or before the end of one year of date of initiation; except, however, that employees may waive repayment provided the party to whom time is owed waives repayment in writing approved as to form by the Fire Chief or his designee, and agrees to indemnify, defend and hold the City and its agents harmless against claims, liability and suits incident to such replacement and waiver.
- 4) It does not matter who initiates the trade. The employee who is off is charged for being off. The employee who works is charged for the type of trade worked.
- 5) If the Department transfers an employee to another shift and as a result of such transfer a conflict arises relative to the application of this Article, the employee will be required to effect completion, correction or cancellation if the trade is in excess of 30 days from date of transfer. Thirty (30) days or less from date of transfer will be the responsibility of the City.
- 6) If an employee is officially notified that he/she will be off work for a period of 30 calendar days or more, due to a duty injury or sick leave, he/she will assume the responsibility for completion, corrections or cancellation of shift trades.
- 7) A leave of absence authorized to an employee automatically defers all shift trade activity within the duration of the leave.
- 8) In the event a replacement employee fails to report for duty as arranged and authorized hereunder, and neither he/she nor the scheduled employee he/she was to have replaced were on duty, then the City shall not be obligated to pay said replacement employee for such time.
- 9) The Union will indemnify the City against claims which may arise as the result of proper administration of this policy.

c. Fire Captains in the respective companies where trades are to be, and have been effected, shall supervise and be responsible for assuring full compliance with these provisions. They shall maintain and have available for review on a current basis a record showing the number, hours, dates, and names of employees traded with, or trades taken and trades paid back for each member of his/her company.

d. Employees making trades while on detail must notify the Captain of the house where they are assigned and furnish necessary information for recording.

ARTICLE XIII
UNIFORMS AND COVERALLS

36. UNIFORMS

a. The City will provide work and dress uniforms as necessary.

b. Dress Uniform

1) The dress uniform provided will consist of:

- a) 1 jacket (16 oz. wool, complete with buttons and stripes)
- b) 1 pair pants (16 oz. wool)
- c) 1 hat (Sacramento Fire Department, spec. with proper band)
- d) 1 tie (clip on)
- e) 1 belt (black leather 1-1/2" with plain buckle)
- f) 1 shoulder patch

2) This uniform to be issued to new personnel on completion of probation and will be reissued on a 15-year replacement cycle.

c. Work Uniform

1) The work uniform provided will consist of:

- a) 1 work jacket (zipper front)
- b) 3 pair pants
- c) 5 shirts (light blue), short and long sleeve
- d) 1 belt (black leather, plain buckle, 1-1/2")
- e) 6 shoulder patches (1 each shirt, 1 jacket)

2) This uniform to be issued to new personnel at time of hiring and will be maintained on a variable replacement cycle, beginning July 1, 1977, as follows:

- a) work jacket - 4 year cycle
- b) pants - 1 pair per year
- c) shirts - 1 per year
- d) belt - 4 year cycle
- e) patches - with the shirt and jackets

d. Work Uniform for Fire Inspectors, Fire Investigators and Fire Prevention Technicians

1) The work uniform provided for Fire Inspectors, Fire Investigators, and Fire Prevention Technicians will consist of the following:

- a) 2 jackets
- b) 3 pants
- c) 2 ties
- d) 1 belt
- e) 5 shirts
- f) 2 pair shoes

2) The type and color of uniforms will be determined at a later date. The Union will have the opportunity to make suggestions, but the Fire Chief reserves the right to make the final determination.

3) This uniform is to be issued within two (2) months after completion of assignment/probation and will be maintained on a variable replacement cycle beginning July 1, 1977, as follows:

- a) jackets - 2 year cycle
- b) pants - 1 pair per year
- c) ties - 1 year cycle
- d) belt - 2 year cycle
- e) shirts - 2 per year
- f) shoes - 2 year cycle

e. Initial issue for each fiscal year of this Agreement would be accomplished in the following manner:

- 1) All new personnel hired after January 1, 1977 will receive a dress uniform.
- 2) All permanent personnel hired after January 1, 1962, will receive a dress uniform based on a 15-year replacement cycle as related to the employment date of each person. Those employees qualifying during each fiscal year of this Agreement will receive a dress uniform.

3) Work uniform:

All personnel will receive an initial or replacement issue of work clothes as stated in paragraph (c) above.

4) Fire prevention uniforms:

All Fire Inspectors, Fire Investigators, and Fire Prevention Technicians will receive initial issue or replacement of work clothing as stated in section (d) above.

f. Uniform allowance under Article XIII shall be \$200.

For the fiscal year 1981-82, all eligible members of the fire department unit will receive the difference in cash between the actual cost of the replacement cycle, per employee, and \$200, payable during the first pay period in December. For example, if the replacement cycle for uniforms is \$80 per employee, the employee will receive \$120 in cash.

g. Employees entering or leaving employment during the aforementioned fiscal year will receive a cash payment equal to one twelfth of full cash payment equal to one twelfth of full cash payment due times the number of months employed. For example, the full cash payment due is \$120 and a person is employed during four (4) months of the fiscal year, said person shall receive one twelfth of \$120 times 4 months equaling \$40.

- 1) Employees hired between the 1st and 15th shall be credited with the full month.
- 2) Employees hired between the 15th and 31st shall be credited with the following month.
- 3) Employees retiring, resigning, or terminated between the 1st and 15th shall be credited to the previous month.
- 4) Employees retiring, resigning, or terminated between the 15th and 31st shall be credited with that month.

37. COVERALLS FOR EQUIPMENT SERVICING ACTIVITIES

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

ARTICLE XIV
FIRE INCENTIVE PROGRAM

38. FIRE INCENTIVE PROGRAM

a. Fire Captains, Apparatus Operators, Fire Prevention Inspectors I and II, Fire Investigators I and II, and Firefighters shall receive 5% incentive compensation for a Fire Science Certificate (24 specified units in Fire Science) and 3½ years seniority with the Sacramento Fire Department. The 5% incentive compensation shall be calculated upon the employee's base salary.

b. Fire Captains, Apparatus Operators, Fire Prevention Inspectors I and II, Fire Investigators I and II, and Firefighters shall receive 5% incentive compensation for an Associate of Arts Degree (Fire Science) and 7 years seniority with the Sacramento Fire Department. The 5% incentive compensation shall be calculated upon the employee's base salary, plus any incentive compensation to which the employee may be entitled under Section (a) of this Article.

c. Fire Captains, Apparatus Operators, Fire Prevention Inspectors I and II, Fire Investigators I and II, and Firefighters shall receive 5% incentive compensation for an Emergency Medical Technician Certificate (EMT) and successful completion of the Firefighter probationary period. The 5% incentive compensation shall be calculated upon the employee's base salary, plus any additional incentive compensation to which the employee may be entitled to under this Article.

d. Fire Captains, Apparatus Operators, Fire Prevention Inspectors I and II, Fire Investigators I and II, and Firefighters whose Fire Department seniority date is not less than December 1, 1975, shall be considered to have met all the requirements of Section (a) above.

e. Fire Captains, Apparatus Operators, Fire Prevention Inspectors I and II, Fire Investigators I and II, and Firefighters whose Fire Department seniority date is not less than December 1, 1970, shall be considered to have met all the requirements of Sections (a) and (b) above.

f. Employees who earn a Fire Science Certificate, Associate of Arts Degree (Fire Science) or an Emergency Medical Technician Certificate, and meet the other requirements set forth above should place their Certificate(s) on file with the Fire Department Administration, who will verify and process for appropriate incentive compensation.

g. The above incentive rates are shown for each eligible classification in Exhibit A.

ARTICLE XV
LEAVE BENEFITS

39. VACATION ADMINISTRATION

a. These rules attempt to accomplish two primary things:

- 1) Control number of employees off at any given time;
- 2) Assure all employees of the best possible vacation dates available.

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

c. Seniority will be in the complete platoon.

d. Vacation may be selected as follows:

1) Five Shifts (or less) Period

- a) 5 consecutive shifts (5)
- b) 4 consecutive shifts plus 1 single shift (4-1)
- c) 2 consecutive shifts plus 3 consecutive shifts (2-3)

2) Eight Shift Period

- a) 8 consecutive shifts (8)
- b) 6 consecutive shifts plus 2 consecutive shifts (6-2)
- c) 4 consecutive shifts plus 4 consecutive shifts (4-4)
- d) 4 consecutive shifts plus 2 consecutive shifts plus 2 (4-2-2)

3) Ten Shift Period

- a) 10 consecutive shifts (10)
- b) 8 consecutive shifts plus 2 consecutive shifts (8-2)
- c) 6 consecutive shifts plus 4 consecutive shifts (6-4)
- d) 4 consecutive shifts plus 4 consecutive shifts plus 2 (4-4-2)

4) Ten Shift Period

- a) 1 week in lieu pay
- b) 8 consecutive shifts (8)
- c) 6 consecutive shifts plus 2 consecutive shifts (6-2)
- d) 4 consecutive shifts plus 4 consecutive shifts (4-4)
- e) 4 consecutive shifts plus 2 consecutive shifts plus 2 (4-2-2)

e. Vacation Allowances

- 1) During the first calendar year of employment, and after the completion of at least six (6) months of service, employees shall be entitled to a vacation allowance on a pro-rata basis of ten (10) days per year for the number of months worked prior to the beginning of the first calendar year.
- 2) Upon the completion of one calendar year and continuing thereafter through the fifth calendar year of employment, all employees shall be entitled to a vacation allowance of ten (10) days per year.
- 3) Upon the completion of five (5) calendar years and continuing thereafter through the fifteenth calendar year of employment, all employees shall be entitled to a vacation allowance of 15 days per year.
- 4) Upon the completion of fifteen calendar years of employment and continuing thereafter, all employees shall be entitled to a vacation allowance of twenty (20) days per year; provided, further that such employees so qualified to receive twenty (20) days of yearly vacation shall have the option to be exercised not later than the first day of December each year, to receive pro-rata payment for five (5) days of such vacation in lieu of using such five (5) days for vacation purposes.

f. The value of a vacation day is as set forth in Article VIII, Section 25 of this Agreement.

- 1) Trading vacation periods will not be permitted.
- 2) Effective August 1, 1978, the maximum number of fire suppression employees scheduled to be on vacation each shift shall be twelve (12).

40. JURY DUTY

a. General

- 1) When an employee is absent from work to serve on a jury or to report for jury duty examination, the employee shall be granted

pay for those hours which the employee is absent for such reason. Pay for such work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

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

b. 40-Hour Week Personnel

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

c. 24-Hour Shift Personnel

- 1) If the jury duty occurs on the same day as the employees scheduled duty assignment for the Fire Department, the employee will report same to his immediate superior and report directly to the assigned jury duty location. Upon release from jury duty for the day, the employee will report to his assigned duty station for the remainder of the shift.
- 2) If the employee is required to report for jury duty on the day following his assigned Fire Department duty shift, he shall be released from duty eight hours prior to the end of his assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.

ARTICLE XVI
SPECIAL ALLOWANCES

41. OUT-OF-CLASSIFICATION

a. Section 2.106 of the Sacramento City Code ("Temporary Work in a Higher Classification") shall apply to employees in the Fire Department Unit.

b. When a temporary vacancy or vacancies arise above the classification of Firefighter, and it has been predetermined that said vacancy or vacancies will be for eight (8) hours or less, the Fire Chief may, with the approval of the City Manager, make out-of-class assignments to the higher classification from personnel within the affected station. During such out-of-class assignments the individual so assigned shall receive the salary of the first step of that higher class or five percent (5%) of the employees regular base salary, whichever is greater but not to exceed the maximum of the higher class.

c. Vacancies of more than eight (8) hours shall be filled in accordance with the provisions of Article XI, Section 34, Overtime and Call Back.

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

42. MILEAGE

a. When employees are ordered by the City to drive their own four-wheeled vehicles on details or assignments, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, they shall be compensated at the rate of .03¢ per mile more than the rate established by the City for general mileage reimbursement. The present .31¢ rate (City rate of .28¢ plus .03¢) shall not increase unless the City rate exceeds .31¢, in which case fire personnel shall receive the City rate. If the City rate decreases below .28¢, the present .31¢ rate shall decrease by .01¢ for each .01¢ decrease in the City rate.

b. The City agrees to provide parking at the parking lot behind City Hall for Fire Suppression employees who are assigned to Station #2, 817 - 9th Street.

ARTICLE XVII LAYOFFS

43. LAYOFFS

a. In the event layoffs (reduction in force) are made pursuant to Article III 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 classes of Fire Captain, Fire Apparatus Operator, Fire Suppression Inspector and Fire Investigator shall have the right to "bump" employees in the lower class having less seniority and in which such Fire Captain, Fire Apparatus Operator, Fire Suppression Inspector and Fire Investigator had held status; and provided further that employees laid off in the classes of Supervising Dispatcher, Dispatcher III and Dispatcher II shall have the right to "bump" employees in the Dispatcher class having less seniority and in which such Supervising Dispatcher, Dispatcher III and Dispatcher II had held status.

b. 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. 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.

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

ARTICLE XVIII DEPARTMENT SENIORITY LIST

44. DEPARTMENT SENIORITY LIST

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

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

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

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

ARTICLE XIX TRANSFERS

45. REQUESTS FOR TRANSFER

The station transfer policy shall be as follows:

a. It shall be within the discretion of the Fire Chief or his designee to make any station transfer as in his judgment will best meet the organizational, operational and personnel needs of the Department and the stations and shifts involved.

b. Provided, however, that the Chief or his designee shall not exercise this right in an arbitrary and capricious manner, and provided further that with respect to a vacancy caused by retirement, death, removal, resignation or promotion, a notice of any such vacancy shall be posted on

employee bulletin boards at all stations at least two weeks before such vacancy shall be regularly filled. Employees qualified for such vacancy may then make a request through the chain of command to the Chief or his designee to be assigned to such vacancy, which requests shall be considered in making the assignment. Seniority in rank shall be the prime factor in transfer assignments. The Chief, or his designee, shall advise in writing on the transfer request card those employees who had requested but not received the assignment as to the reason or reasons for his having been denied that assignment.

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

ARTICLE XX DETAIL POOL

46. DETAIL POOL

a. It is agreed that for the purposes of detailing personnel the following policy shall be implemented.

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

c. After completing basic recruit training or twenty (20) shifts in a station, probationary employees shall be assigned on a rotating basis to a specific crew for increments not to exceed three (3) months during the first year for proper training and evaluation. For purposes of this Article, no station on any given shift shall be utilized for training of probationary employees in excess of four months during any twelve month period. After the completion of their probationary period, employees would enter the detail pool for normal operations and in order of reverse seniority.

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

ARTICLE XXI SAFETY

47. SAFETY

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

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

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

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

ARTICLE XXII INJURIES

48. JOB-RELATED INJURIES

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

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

49. LIGHT OR LIMITED DUTY

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

50. DISPUTES - ON-THE-JOB INJURIES

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

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

51. GENERAL

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

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

ARTICLE XXIII
MISCELLANEOUS

52. NON-DISCRIMINATION

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

53. EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

When an employee has been exposed to a contagious disease during the course and scope of his employment, the nature and circumstances of such exposure shall be promptly reported through the Captain to the Battalion Chief, who after such medical investigation as he deems appropriate, shall advise the Captain whether the employee should be requested to remain off-duty for an appropriate period of quarantine. In such event the employee will be compensated for his regularly-scheduled shifts in the normal manner and will not be charged for special leave under Civil Service Rule 17.7.

54. REPAIR OR REPLACEMENT OF DAMAGED ITEMS OF PERSONAL PROPERTY

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

55. MEDICAL EXAMINATIONS

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

b. If the City expressly requires an employee to secure other than a Class 3 driver's license, the related medical examination shall be scheduled during the employee's on-duty time.

56. SAVINGS CLAUSE

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

57. SALARY ADJUSTMENT

Employees in the following classifications shall be paid, for the bi-weekly pay periods ending February 5, 1982; February 19, 1982; and March 5, 1982, a salary adjustment in the amount equal to the sum of the number of non-overtime hours for which the employee receives pay for during said bi-weekly pay period, multiplied by the employee's hourly rate, multiplied by the appropriate factor as shown below:

Firefighter	.47005
Firefighter (40-hour workweek)	.4546
Fire Apparatus Operator	.6939
Fire Captain	.47005
Fire Captain (40-hour workweek)	.4546
Fire Prevention Inspector II	.4546
Fire Prevention Inspector I	.6710
Fire Investigator II	.4546
Fire Investigator I	.6710
Fire Prevention Technician II	.4546
Fire Prevention Technician I	.4546
Fire Prevention Technician Trainee	.4546
Supervising Dispatcher (Fire)	.4546
Dispatcher III (Fire)	.4546
Dispatcher II (Fire)	.4546
Dispatcher I (Fire)	.4546

58. TERM

This Agreement shall be submitted to the City Council for its adoption at its special meeting on January 22, 1982, and upon its adoption shall become effective January 23, 1982, to the extent authorized by law, and shall remain in effect up to and including June 25, 1982, or until such time as it is superseded by a new Agreement between the parties, whichever occurs later.

DATED:

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

City of Sacramento

By:

Wayne Harboit
President

By:

Steve Lakich
Director of Employee Relations

EXHIBIT A

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1981-82 SALARY SCHEDULE

PROCESSING DATE 01/13/82

SACRAMENTO FIRE FIGHTERS UNION, LOCAL 522

.... EMPLOYEE CLASSIFICATION	REP UNIT	..... SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES				
CODE TITLE		STEP A STEP B STEP C STEP D STEP E				
05059 DISPATCHER I (FIRE)	05	1,124.24 518.88 6.486	1,180.40 544.80 6.810	1,239.33 572.00 7.150	1,301.21 600.56 7.507	1,366.21 630.56 7.882
05060 DISPATCHER II (FIRE)	05	1,248.69 576.32 7.204	1,311.09 605.12 7.564	1,376.61 635.36 7.942	1,445.43 667.12 8.339	1,517.71 700.48 8.756
05061 DISPATCHER III (FIRE)	05	1,359.97 627.68 7.846	1,427.92 659.04 8.238	1,499.33 692.00 8.650	1,574.39 726.64 9.083	1,653.08 762.96 9.537
*** 05050 FIRE APPAR OPR	05	1,814.67 837.54 7.478	1,905.41 879.42 7.852	2,000.79 923.44 8.245	2,100.76 969.58 8.657	2,205.84 1,018.08 9.090
*** 05053 FIRE APPAR OPR (AA)	05	1,906.88 880.10 7.858	2,002.24 924.11 8.251	2,102.47 970.37 8.664	2,207.53 1,018.86 9.097	2,317.94 1,069.82 9.552
*** 05057 FIRE APPAR OPR (AA/EMT)	05	1,997.15 921.76 8.230	2,096.88 967.79 8.641	2,201.72 1,016.18 9.073	2,311.88 1,067.02 9.527	2,427.40 1,120.34 10.003
*** 05054 FIRE APPAR OPR (EMT)	05	1,906.88 880.10 7.858	2,002.24 924.11 8.251	2,102.47 970.37 8.664	2,207.53 1,018.86 9.097	2,317.94 1,069.82 9.552
*** 05052 FIRE APPAR OPR (FS)	05	1,906.88 880.10 7.858	2,002.24 924.11 8.251	2,102.47 970.37 8.664	2,207.53 1,018.86 9.097	2,317.94 1,069.82 9.552
*** 05055 FIRE APPAR OPR (FS/AA)	05	1,997.15 921.76 8.230	2,096.88 967.79 8.641	2,201.72 1,016.18 9.073	2,311.88 1,067.02 9.527	2,427.40 1,120.34 10.003
*** 05056 FIRE APPAR OPR (FS/EMT)	05	1,997.15 921.76 8.230	2,096.88 967.79 8.641	2,201.72 1,016.18 9.073	2,311.88 1,067.02 9.527	2,427.40 1,120.34 10.003
*** 05056 FIRE APPAR OPR (FS/AA/EMT)	05	2,089.36 964.32 8.610	2,193.71 1,012.48 9.040	2,303.38 1,063.10 9.492	2,418.65 1,116.30 9.967	2,539.51 1,172.08 10.465
*** 05020 FIRE CAPTAIN	05	2,011.71 928.48 8.290	2,112.18 974.85 8.704	2,217.74 1,023.57 9.139	2,328.63 1,074.75 9.596	2,445.11 1,128.51 10.076
*** 05023 FIRE CAPTAIN (AA)	05	2,114.84 976.08 8.715	2,220.64 1,024.91 9.151	2,331.79 1,076.21 9.609	2,448.27 1,129.97 10.089	2,570.58 1,186.42 10.593
*** 05027 FIRE CAPTAIN (AA/EMT)	05	2,213.60 1,021.66 9.122	2,324.27 1,072.74 9.578	2,440.49 1,126.38 10.057	2,562.56 1,182.72 10.560	2,690.70 1,241.86 11.088
*** 05024 FIRE CAPTAIN (EMT)	05	2,114.84 976.08 8.715	2,220.64 1,024.91 9.151	2,331.79 1,076.21 9.609	2,448.27 1,129.97 10.089	2,570.58 1,186.42 10.593
*** 05022 FIRE CAPTAIN (FS)	05	2,114.84 976.08 8.715	2,220.64 1,024.91 9.151	2,331.79 1,076.21 9.609	2,448.27 1,129.97 10.089	2,570.58 1,186.42 10.593

*** 56 HOUR WORK WEEK CLASSIFICATION

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1981-82 SALARY SCHEDULE

PROCESSING DATE 01/13/82

SACRAMENTO FIRE FIGHTERS UNION, LOCAL 522

EMPLOYEE CLASSIFICATION	REP UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
*** 05025 FIRE CAPTAIN (FS/AA)	05	2,213.60 1,021.66 9.122	2,324.27 1,072.74 9.578	2,440.49 1,126.38 10.057	2,562.56 1,182.72 10.560	2,690.70 1,241.86 11.088
*** 05028 FIRE CAPTAIN (FS/AA/EMT)	05	2,314.56 1,068.26 9.538	2,430.31 1,121.68 10.015	2,551.88 1,177.79 10.516	2,679.52 1,236.70 11.042	2,813.48 1,298.53 11.594
*** 05026 FIRE CAPTAIN (FS/EMT)	05	2,213.60 1,021.66 9.122	2,324.27 1,072.74 9.578	2,440.49 1,126.38 10.057	2,562.56 1,182.72 10.560	2,690.70 1,241.86 11.088
05067 FIRE INVES I	05	1,815.15 837.76 10.472	1,905.97 879.68 10.996	2,001.31 923.68 11.546	2,101.32 969.84 12.123	2,206.36 1,018.32 12.729
05070 FIRE INVES I (AA)	05	1,907.19 880.24 11.003	2,002.52 924.24 11.553	2,102.71 970.48 12.131	2,207.92 1,019.04 12.738	2,318.33 1,070.00 13.375
05074 FIRE INVES I (AA/EMT)	05	1,998.19 922.24 11.528	2,098.03 968.32 12.104	2,202.89 1,016.72 12.709	2,312.96 1,067.52 13.344	2,428.57 1,120.88 14.011
05071 FIRE INVES I (EMT)	05	1,907.19 880.24 11.003	2,002.52 924.24 11.553	2,102.71 970.48 12.131	2,207.92 1,019.04 12.738	2,318.33 1,070.00 13.375
05069 FIRE INVES I (FS)	05	1,907.19 880.24 11.003	2,002.52 924.24 11.553	2,102.71 970.48 12.131	2,207.92 1,019.04 12.738	2,318.33 1,070.00 13.375
05072 FIRE INVES I (FS/AA)	05	1,998.19 922.24 11.528	2,098.03 968.32 12.104	2,202.89 1,016.72 12.709	2,312.96 1,067.52 13.344	2,428.57 1,120.88 14.011
05075 FIRE INVES I (FS/AA/EMT)	05	2,086.67 964.00 12.050	2,193.01 1,012.16 12.652	2,302.73 1,062.80 13.285	2,417.83 1,115.92 13.949	2,538.64 1,171.68 14.646
05073 FIRE INVES I (FS/EMT)	05	1,998.19 922.24 11.528	2,098.03 968.32 12.104	2,202.89 1,016.72 12.709	2,312.96 1,067.52 13.344	2,428.57 1,120.88 14.011
05068 FIRE INVES II	05	2,010.84 928.08 11.601	2,111.37 974.48 12.181	2,216.93 1,023.20 12.790	2,327.87 1,074.40 13.430	2,444.35 1,128.16 14.102
05077 FIRE INVES II (AA)	05	2,112.93 975.20 12.190	2,218.49 1,023.92 12.799	2,329.43 1,075.12 13.439	2,445.91 1,128.88 14.111	2,568.28 1,185.36 14.817
05081 FIRE INVES II (AA/EMT)	05	2,213.47 1,021.60 12.770	2,324.05 1,072.64 13.408	2,440.19 1,126.24 14.078	2,562.21 1,182.56 14.782	2,690.31 1,241.68 15.521
05078 FIRE INVES II (EMT)	05	2,112.93 975.20 12.190	2,218.49 1,023.92 12.799	2,329.43 1,075.12 13.439	2,445.91 1,128.88 14.111	2,568.28 1,185.36 14.817
05076 FIRE INVES II (FS)	05	2,112.93 975.20 12.190	2,218.49 1,023.92 12.799	2,329.43 1,075.12 13.439	2,445.91 1,128.88 14.111	2,568.28 1,185.36 14.817

*** 56 HOUR WORK WEEK CLASSIFICATION

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1981-82 SALARY SCHEDULE

PROCESSING DATE 01/13/82

SACRAMENTO FIRE FIGHTERS UNION, LOCAL 522

EMPLOYEE CLASSIFICATION CODE	TITLE	REP UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
05079	FIRE INVES II (FS/AA)	05	2,213.47 1,021.60 12.770	2,324.05 1,072.64 13.408	2,440.19 1,126.24 14.078	2,562.21 1,182.56 14.782	2,690.31 1,241.68 15.521
05082	FIRE INVES II (FS/AA/EMT)	05	2,313.65 1,067.84 13.348	2,429.27 1,121.20 14.015	2,550.77 1,177.28 14.716	2,678.35 1,236.16 15.452	2,812.33 1,298.00 16.225
05080	FIRE INVES II (FS/EMT)	05	2,213.47 1,021.60 12.770	2,324.05 1,072.64 13.408	2,440.19 1,126.24 14.078	2,562.21 1,182.56 14.782	2,690.31 1,241.68 15.521
05030	FIRE PREV INSP I	05	1,815.15 837.76 10.472	1,905.97 879.68 10.996	2,001.31 923.68 11.546	2,101.32 969.84 12.123	2,206.36 1,018.32 12.729
05033	FIRE PREV INSP I (AA)	05	1,907.19 880.24 11.003	2,002.52 924.24 11.553	2,102.71 970.48 12.131	2,207.92 1,019.04 12.738	2,318.33 1,070.00 13.375
05034	FIRE PREV INSP I (EMT)	05	1,907.19 880.24 11.003	2,002.52 924.24 11.553	2,102.71 970.48 12.131	2,207.92 1,019.04 12.738	2,318.33 1,070.00 13.375
05032	FIRE PREV INSP I (FS)	05	1,907.19 880.24 11.003	2,002.52 924.24 11.553	2,102.71 970.48 12.131	2,207.92 1,019.04 12.738	2,318.33 1,070.00 13.375
05035	FIRE PREV INSP I (FS/AA)	05	1,998.19 922.24 11.528	2,098.03 968.32 12.104	2,202.89 1,016.72 12.709	2,312.96 1,067.52 13.344	2,428.57 1,120.88 14.011
05037	FIRE PREV INSP I(AA/EMT)	05	1,998.19 922.24 11.528	2,098.03 968.32 12.104	2,202.89 1,016.72 12.709	2,312.96 1,067.52 13.344	2,428.57 1,120.88 14.011
05036	FIRE PREV INSP I(FS/EMT)	05	1,998.19 922.24 11.528	2,098.03 968.32 12.104	2,202.89 1,016.72 12.709	2,312.96 1,067.52 13.344	2,428.57 1,120.88 14.011
05038	FIRE PREV INSP I/FS/AA/EM	05	2,088.67 964.00 12.050	2,193.01 1,012.16 12.652	2,302.73 1,062.80 13.285	2,417.83 1,115.92 13.949	2,538.64 1,171.68 14.646
05040	FIRE PREV INSP II	05	2,010.84 928.08 11.601	2,111.37 974.48 12.181	2,216.93 1,023.20 12.790	2,327.87 1,074.40 13.430	2,444.35 1,128.16 14.102
05043	FIRE PREV INSP II (AA)	05	2,112.93 975.20 12.190	2,218.49 1,023.92 12.799	2,329.43 1,075.12 13.439	2,445.91 1,128.88 14.111	2,568.28 1,185.36 14.817
05044	FIRE PREV INSP II (EMT)	05	2,112.93 975.20 12.190	2,218.49 1,023.92 12.799	2,329.43 1,075.12 13.439	2,445.91 1,128.88 14.111	2,568.28 1,185.36 14.817
05042	FIRE PREV INSP II (FS)	05	2,112.93 975.20 12.190	2,218.49 1,023.92 12.799	2,329.43 1,075.12 13.439	2,445.91 1,128.88 14.111	2,568.28 1,185.36 14.817
05045	FIRE PREV INSP II FS/AA	05	2,213.47 1,021.60 12.770	2,324.05 1,072.64 13.408	2,440.19 1,126.24 14.078	2,562.21 1,182.56 14.782	2,690.31 1,241.68 15.521

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R700G-B

1981-82 SALARY SCHEDULE

PROCESSING DATE 01/13/82

SACRAMENTO FIRE FIGHTERS UNION, LOCAL 522

....	EMPLOYEE CLASSIFICATION	....	REP	.....	SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES	.....	
CODE	TITLE	.....	UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
05047	FIRE PREV INSP II(AA/EMT)		05	2,213.47 1,021.60 12.770	2,324.05 1,072.64 13.408	2,440.19 1,126.24 14.078	2,562.21 1,182.56 14.782	2,690.31 1,241.68 15.521
05046	FIRE PREV INSP II(FS/EMT)		05	2,213.47 1,021.60 12.770	2,324.05 1,072.64 13.408	2,440.19 1,126.24 14.078	2,562.21 1,182.56 14.782	2,690.31 1,241.68 15.521
05048	FIRE PREV INSP II/FS/AA/E		05	2,313.65 1,067.84 13.348	2,429.27 1,121.20 14.015	2,550.77 1,177.28 14.716	2,678.35 1,236.16 15.452	2,812.33 1,298.00 16.225
05065	FIRE PREV TECH I		05	1,546.83 713.92 8.924	1,624.13 749.60 9.370	1,705.25 787.04 9.838	1,790.53 826.40 10.330	1,879.97 867.68 10.846
05066	FIRE PREV TECH II		05	1,701.96 785.52 9.819	1,787.07 824.80 10.310	1,876.51 866.08 10.826	1,970.28 909.36 11.367	2,068.73 954.80 11.935
05064	FIRE PREV TECH TRAINEE		05	1,336.40 616.80 7.710	1,403.31 647.68 8.096			
*** 05010	FIREFIGHTER		05	1,620.54 747.94 6.678	1,701.57 785.34 7.012	1,786.76 824.66 7.363	1,876.05 865.87 7.731	1,969.98 909.22 8.118
*** 05013	FIREFIGHTER (AA)		05	1,701.83 785.46 7.013	1,787.00 824.77 7.364	1,876.29 865.98 7.732	1,970.22 909.33 8.119	2,068.73 954.80 8.525
*** 05017	FIREFIGHTER (AA/EMT)		05	1,785.29 823.98 7.357	1,874.60 865.20 7.725	1,968.27 908.43 8.111	2,066.78 953.90 8.517	2,170.18 1,001.62 8.943
*** 05014	FIREFIGHTER (EMT)		05	1,701.83 785.46 7.013	1,787.00 824.77 7.364	1,876.29 865.98 7.732	1,970.22 909.33 8.119	2,068.73 954.80 8.525
*** 05012	FIREFIGHTER (FS)		05	1,701.83 785.46 7.013	1,787.00 824.77 7.364	1,876.29 865.98 7.732	1,970.22 909.33 8.119	2,068.73 954.80 8.525
*** 05015	FIREFIGHTER (FS/AA)		05	1,785.29 823.98 7.357	1,874.60 865.20 7.725	1,968.27 908.43 8.111	2,066.78 953.90 8.517	2,170.18 1,001.62 8.943
*** 05016	FIREFIGHTER (FS/EMT)		05	1,785.29 823.98 7.357	1,874.60 865.20 7.725	1,968.27 908.43 8.111	2,066.78 953.90 8.517	2,170.18 1,001.62 8.943
*** 05018	FIREFIGHTER (FS/AA/EMT)		05	1,864.42 860.50 7.683	1,957.58 903.50 8.067	2,055.39 948.64 8.470	2,158.28 996.13 8.894	2,266.27 1,045.97 9.339
05062	SUPV DISPATCHER (FIRE)		05	1,486.76 687.12 8.589	1,563.12 721.44 9.018	1,641.29 757.52 9.469	1,723.28 795.36 9.942	1,809.43 835.12 10.439

*** 56 HOUR WORK WEEK CLASSIFICATION

EXHIBIT B-1

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION AND REQUEST
FOR FIREFIGHTERS UNION LOCAL 522

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

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

_____ LIFE INSURANCE PREMIUMS	_____ NORMAL & REGULAR MONTHLY DUES
_____ MEDICAL/HOSPITAL INSURANCE PREMIUMS	_____ AUTOMOBILE INSURANCE PREMIUMS
_____ DENTAL INSURANCE PREMIUMS	_____ CHARITABLE CONTRIBUTION
_____ DISABILITY INSURANCE PREMIUMS	

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

EMPLOYEE SIGNATURE _____ CLASSIFICATION _____ DATE _____

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

Accepted on behalf of Firefighters Union Local 522:

By: _____
Secretary-Treasurer

EXHIBIT B-2

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

PLEASE READ

I understand and agree that:

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

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

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

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

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

EXHIBIT "C"

1. Policy

- a. Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment and performance of their assigned duties.
- b. The option to repair or replace damaged items, and to determine whether replaced property will be returned to employee, rests with the City.
- c. The intent of this regulation is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches or personal professional equipment if necessarily worn or carried by the employee in the course of his employment. Reimbursement shall be authorized only when the damage is caused by extraordinary circumstances which arise out of the employment, and not from normal hazards or ordinary wear and tear. This policy extends to both field and office personnel.

2. Exclusions: This Policy shall not apply to:

- a. Losses of precious or semi-precious stones from settings in watches, eyeglasses and other normally utilitarian items or losses to pieces of personal jewelry.
- b. Losses to any automobile, vehicles, trailer, motorcycle or any equipment thereto.
- c. Losses to employee's property while in the care, custody and control of others.
- d. Losses to the property of others while in the care, custody and control of the employee.
- e. Losses of money.
- f. Losses resulting from acts of negligence or deliberate destructive acts on the part of the employee.
- g. Losses resulting from ordinary wear and tear incidental to normal use and employment.

3. Misrepresentation

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

EXHIBIT "C"

4. Valuation

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

5. Recovery

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

6. Insurance

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

7. Liability Limits

Notwithstanding any of the above, an individual employee shall recover no more than \$100 in any calendar year as a result of this policy. Items of theft, or mysterious disappearance, shall be reported to the Police Department prior to the preparation of any loss claim.



COUNTY TAXPAYERS LEAGUE, INC.

of Sacramento County

Suite 102

1722 - 3rd Street • Sacramento, California 95814 • Telephone: 443-9072

January 20, 1982

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Phillip L. Isenberg
Mayor, City of Sacramento
City Hall
Sacramento, California 95814

Dear Mayor Isenberg:

I am writing for the Sacramento County Taxpayers' League, to strongly protest the Sacramento City Council's proposed approval of the new contract with Sacramento Firefighters Union Local 522.

The details of the contract, as outlined in the Sacramento Union and Bee on January 15th & 16th, do not reflect anything close to what a fair contract should be. We cannot believe that the council would seriously consider the recommendations of the fact finder, Donald H. Wollett.

When you consider that there are 9.4 million people unemployed in the United States, at this time, and with the State, County and City short of revenues, that probably will extend through 1983 ----- we feel the council should say a resounding NO, on the proposed contract.

If this agreement were to be approved, it would have a lasting effect and perhaps set a terrible precedent with other employee groups.

A similar item, involving retroactive pay, was put to the public on November 4, 1980, and was defeated. In light of the public's view, we do not feel the council has the right to approve the proposed agreement.

The League hopes that in light of the severe economic conditions facing the public and our elected officials, that the council will not give in to the pressures and approve the proposed agreement.

May we suggest that the first priority should be the citizens of the City of Sacramento.

Sincerely,

Clark Barton
President

cc: David Shore, Blaine Fisher, Douglas Pope, Anne Rudin,
Joe Serna, Lloyd Connelly, Terry Kastanis, Lynn Robie

RESOLUTION NO. 82-049

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

January 22, 1982

A RESOLUTION ADOPTING AGREEMENT WITH SACRAMENTO AREA FIRE FIGHTERS UNION, LOCAL #522 INTERNATIONAL ASSOCIATION OF FIRE FIGHERS, AFL-CIO, DATED JANUARY 22, 1981

WHEREAS, this Council pursuant to California Government Code Section 3500, et. seq., enacted by resolution an employer-employee relations policy; and,

WHEREAS, under the terms of that policy, the representatives of the City Manager met and conferred with representatives of the Sacramento Area Fire Fighters Union, Local #522, International Association of Fire Fighters, AFL-CIO, the recognized employee organization for employees in the Fire Department Unit as designated in said policy; and,

WHEREAS, the parties reached impasse after meeting and conferring in good faith; and,

WHEREAS, the parties agreed to and did proceed to fact-finding before Donald H. Wollett, a single fact finder; and,

WHEREAS, the report of the fact finder has been received; and,

WHEREAS, the parties again met and conferred with respect to the matters set forth in the report of the fact finder, together with those matters set forth in cover memorandum dated January 19, 1982, with respect to the Proposed Agreement in the Fire Department Unit; and

WHEREAS, the parties have reached agreement on certain issues but not on others; and,

WHEREAS, this Council finds that the provisions and agreements contained in the attached Agreement are fair and proper and in the best interests of the City of Sacramento;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO, that it adopt in full the terms and conditions contained in the said Agreement.

BE IT FURTHER RESOLVED, that since the parties acknowledge the existence of a legal question regarding retroactive salary increases, the monies connected with the retroactivity will be placed into a separate account and invested at a reasonable rate of return until such time as there is a final Superior Court judgment to determine the legal issue.

APPROVED
BY THE CITY COUNCIL

JAN 22 1982

OFFICE OF THE
CITY CLERK

PHILLIP L. ISENBERG

MAYOR

ATTEST:

LORRAINE MAGANA

CITY CLERK