

**MEMORANDUM  
OF  
UNDERSTANDING**



**BETWEEN**

**THE CITY OF WEST SACRAMENTO  
AND  
LOCAL 522 / WEST SACRAMENTO  
FIREFIGHTER'S ASSOCIATION**

**Effective April 1, 2017 through May 31, 2019**

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## **1. RECITALS**

- 1.1. This memorandum of Understanding is entered into by and between the City of West Sacramento, hereinafter referred to as the "CITY" and Local 522, hereinafter referred to as the "Local 522."
- 1.2. The City Council, or its designated agent(s) shall represent the City.
- 1.3. Local 522, or its designated agent(s) shall represent the employees in the bargaining unit represented by Local 522.
- 1.4. The City recognizes Local 522 as the sole and exclusive bargaining agent for all full-time employees of the City who are in the Firefighter, Fire Engineer, and Fire Captain classifications.
- 1.5. This Memorandum of Understanding shall be binding upon any successor employee organization, which is designated by Local 522 during the term of this agreement as their representative of the members of which they have been designated to represent. Recognition by the City of any successor employee organization to Local 522 shall be based upon that organization's adherence to all provision(s) of this agreement.

## **2. MANAGEMENT RIGHTS**

Except as otherwise limited by a specific term of a labor agreement, the City has, and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
- To schedule working hours and assign work.
- To establish, modify, or change work schedules or standards.
- To direct the workforce, including the right to hire, assign, promote, demote, or transfer an employee.
- To determine the location of all work assignments and facilities.

- To determine the layout and the machinery, equipment or materials to be used.
- To determine processes, techniques, methods and means of all operations, including changes, allocations, or adjustment of any machinery or equipment.
- To determine the size and composition of the work force.
- To determine policy and procedures affecting the selection or training of employees.
- To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- To control and determine the use and location of City employees, property, material, machinery, or equipment.
- To schedule the operation of, and to determine the number and duration of shifts.
- To determine and enforce safety, health, and property protection measures and require adherence thereto.
- To transfer work from one job site to another or from one location or unit to another.
- To introduce new, improved, or different methods of operations, or to change existing methods.
- To layoff employees from duty for lack of work, lack of funds, or any other reason.
- To reprimand, suspend, discharge, or otherwise discipline employees.
- To discharge probationary employees without right of appeal.
- To establish, modify, determine, or eliminate job classifications and allocate City positions to such classification.
- To promulgate, modify, and enforce work rules, safety rules, and regulations.
- To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.
- To take all necessary actions to prepare for and carry out its mission in emergencies.

- To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.
- No Arbitrator shall have the authority to diminish any of the City rights included in this section.

Any agreement by the City to meet and confer or meet and consult over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

### **3. LOCAL 522 RIGHTS**

#### **3.1. Agency Shop**

##### **3.1.1. Implementation**

All employees subject to the MOU must either join Local 522, pay a service fee to Local 522 or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to this MOU shall be provided through the Human Resources Division a notice advising that the City has entered into an Agency Shop agreement with Local 522. Such notice shall include a form for the employee's signature authorizing payroll deduction of Local 522 dues or a service fee.

Said employee shall have ten (10) working days following the initial date of employment to fully execute the authorization form of his choice and return said form to the Human Resources Division.

The effective date of dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period inclusive of the date on which the City's Human Resources Division receives the signed authorization form. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Local 522 dues and service fees.

**3.1.2. Religious or Personal Exemption**

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the service fee in-lieu of Local 522 membership or service fee payment.

Declarations of, or applications for, religious or personal exemption and any supporting documentation shall be forwarded to Local 522 within ten (10) working days of receipt by the City. Local 522 shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction.

**3.1.3. Financial Reports**

Upon request, Local 522 shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Human Resources Manager. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of Local 522.

Failure to file such a report within one hundred (100) days of the close of the Local 522's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

**3.1.4. Payroll Deductions**

The City shall deduct Local 522 dues or service fees from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted.

The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

**3.1.5. Hold Harmless**

Local 522 shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Local 522 dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reasons.

**3.1.6. Waiver of Election for Newly-Represented Employees**

The accretion of classifications and/or employees to the unit represented by Local 522 shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

**3.2. Local 522 Release Time**

Local 522 shall have a reasonable amount of release time for labor negotiations with the City and associated meetings and for employee/employer relations' matters involving the City and Local 522.

For other Local 522 business, a union time bank has been established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local 522 activities, subject to the following conditions:

1. Employees may donate only vacation, CTO or holiday hours from his/her accrued leave balance to the bank. Such donation shall be voluntary, non-revocable and not returnable to the employee. An employee must complete a voluntary donation form to allow the deduction of hours. Effective the first full calendar quarter following final approval of this MOU, donations will only be allowed during the first two weeks of each calendar quarter (i.e. January, April, July and October.)
2. The maximum number of hours any member shall donate is twelve (12) hours per calendar year. Upon receipt of the voluntary donation form, Human Resources will immediately add those hours to the union time bank. The union time bank will be maintained by the Human Resources Division. Human Resources will provide a semi-



annual report on bank transactions to the West Sacramento Unit Representative, Local 522.

3. Use of the union leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.
4. When the designated representative takes approved leave, the union time bank will be charged an hour and a half for each hour an employee's replacement is required to work, if needed. If no employee overtime is needed, the deduction will be on an hour to hour basis.
5. Union leave is authorized only to the amount of credit existing in the bank. The remaining unused amount in the bank on December 31<sup>st</sup> shall be carried over into the next calendar year.
6. Local 522 shall indemnify and hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section or in reliance on any documentation furnished under this section.

### **3.3. Use of Release Time**

Use of Local 522 release time is subject to reasonable advance requests. Such request shall be to the Duty Chief. Approval of the release time must be received before the employee uses the time. The department shall reasonably grant or deny release time based upon legitimate operating needs.

### **3.4. Meetings**

Local 522 shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of such use. Such use shall not interfere with the regular course of doing business.

## **4. NO STRIKE PROVISION**

### **4.1. Job Action**

The officers, agents, representatives, and/or members agree that during the term of this agreement they will not honor any job action by any other employee(s) or recognize a picket line of a labor organization while in the course of the performance of their official duties.

#### **4.2. Local 522 Responsibility**

In the event of an unauthorized job action, as specified in 4.1 above, the City agrees that there will be no liability on the part of Local 522 provided the employee organization promptly and publicly disavows such unauthorized action, immediately orders the employees to resume work, and attempts to bring about a prompt resumption of normal operations, and provided, further that Local 522 notified the City in writing within forty-eight (48) hours after the commencement of such job action, as to the measures it has taken to comply with the provisions of this agreement.

#### **4.3. Disciplinary Action**

Should Local 522 fail to adhere to, or in any way violate the "No Strike Provision" in this agreement, the City may, in addition to any lawful remedies or disciplinary actions available, suspend any and all of the rights and privileges accorded Local 522 under any resolution, rule, or regulations of the City or any Memorandum of Understanding with Local 522, including, but not limited to, the suspension of recognition of Local 522.

### **5. NON DISCRIMINATION PROVISION**

5.1. No person in the employment of the City or seeking employment thereby shall be appointed, reduced, or removed, or in any way favored or discriminated against because of race, religion, color, sex, gender, sexual orientation, national or ethnic origin, ancestry, citizenship status, uniformed member status, marital status, pregnancy, age, medical condition (cancer or HIV/AIDS related), genetic characteristic and physical or mental disability (actual or perceived) or political affiliation. The City has adopted Affirmative Action and Sexual Harassment policies to help ensure fair employment practices. The City shall ensure that all employment practices are in compliance with the Americans with Disabilities Act.

### **6. SICK LEAVE**

6.1. Personnel assigned to the forty-eight (48)/ninety-six (96) schedule shall earn sick leave at the rate of one-half (1/2) shift per month.

- 6.2. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- 6.3. In the event of an employee's death or layoff, up to fifty percent (50%) of accumulated sick leave will be paid off. At retirement, an employee has two (2) options regarding his/her accumulated sick leave. The employee can choose up to fifty percent (50%) cash-out, the remaining percent of the employee's unpaid accumulated sick leave is reported to CalPERS for additional service credit OR in lieu of receiving any cash-out, the employee may choose to have one hundred percent (100%) of the accumulated sick leave reported to CalPERS.
- 6.4. An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such request upon return to normal duty.

**7. BEREAVEMENT LEAVE**

- 7.1. Each employee shall be granted leave without loss of pay for up to two (2) work shifts in the event of the death of a member of the employee's immediate family. For the purpose of this section, "immediate family" shall be defined as parents, step-parents, husband, wife, children (including step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

In the case of the death of other close relatives, including the employee's brother-in-law, sister-in-law, step-brothers, step-sisters, aunts, uncles, grandparents, or grandchildren, the employee shall be granted time off with pay for one (1) work shift.

- 7.2. Additional time off with pay may be granted by the City when an employee's emotional condition warrants such consideration, however, such additional time off shall be subtracted from the employee's sick or other leave time.

**8. FAMILY SICK LEAVE**

- 8.1. Sick leave, not to exceed three (3) work shifts or seventy-two (72) hours in a calendar year, may be taken by an employee for the attendance upon a member of his/her immediate family because of illness, injury, or exposure to contagious disease and when attendance of such employee is

definitely required, or for his/her family member's medical or dental appointments. For the purpose of this Section, "family" shall be defined as husband, wife, domestic partner, child, brother, sister, parents or spouse's parents, brother-in-law, sister-in-law, grandparents, or spouse's grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (refers to a person who has put him/herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption). A doctor's certificate may be requested by the department as proof of necessity for absences in order for sick leave to be used in accordance with this section.

## **9. VACATION**

### **9.1. General Provisions**

A Manual of Operating Procedures section for scheduling vacations and holidays has been developed between the Department and Union.

### **9.2. Accumulation of Vacation Leave**

Vacation leave is accumulated yearly, and is computed on the basis of the employee's hire date as a full-time employee.

Annual vacation leave may not be accumulated; it must be used from year to year as accumulated, except as otherwise provided herein.

### **9.3. Scheduling Vacations**

No more than two (2) members of each shift may be on vacation at a single time; however, during periods where sufficient staffing is available to provide adequate fire protection, the Fire Chief may authorize more than two (2) employees to be on vacation at the same time.

Priority of vacation selection shall be by department seniority, without regard to rank.

#### 9.4. Vacation Accrual Schedule

Year of Service *	56-hour Employee Accrual Rate Per Pay Period**	Maximum Vacation Shifts Accrued During Service Year ***
1 <sup>st</sup>	5.538	6
2 <sup>nd</sup>	5.538	6
3 <sup>rd</sup>	5.538	6
4 <sup>th</sup>	5.538	6
5 <sup>th</sup>	5.538	6
6 <sup>th</sup>	8.308	9
7 <sup>th</sup>	8.308	9
8 <sup>th</sup>	8.308	9
9 <sup>th</sup>	8.308	9
10 <sup>th</sup>	8.308	9
11 <sup>th</sup> +	11.076	12

\* 1<sup>st</sup> year of service is from 56-hour employee hire date to first anniversary. 2<sup>nd</sup> year of service is from first anniversary to second anniversary. Subsequent service years follow this pattern.

\*\* Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

\*\*\* Service years do not correspond with calendar years for all employees. Number of shifts available at time of December Vacation Picks will vary depending on hire date. For example, an employee hired on January 1, 2012 would accrue 6 shifts in 2012 and have 6 shifts available to use in 2013; an employee hired on April 1, 2012 would accrue 4.5 shifts and have 4.5 shifts available for use in 2013; an employee hired on July 1, 2012 would accrue 3 shifts and have 3 shifts available for use in 2013; and, an employee hired on October 1, 2012 would accrue 1.5 shifts and would have 1.5 shifts available for use in 2013.

#### 9.5. Vacation Buy-Back Pilot

For the term of this MOU only (for calendar years 2018 and 2019 only), shift employees may sell back seventy-two (72) hours annually and those on a forty- (40) hour workweek may sell back forty-eight (48) hours annually provided that shift employees retain at least 72 hours in their vacation bank and 40-hour workweek employees retain at least 48 hours in their vacation bank. Employees may elect to sell back such vacation on a quarterly basis (in March, June, September and December).

### 10. HOLIDAYS

10.1. All forty-eight (48)/ninety-six (96) hour personnel will receive six (6) twenty-four (24) hour shifts per year as holidays. Holidays may be taken in the form of compensation or time off or any combination thereof.

- 10.2.** Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- 10.3.** Shift personnel assigned to work on a City designated holiday shall receive one and one-half (1-1/2) times their straight time hourly rate for a maximum of sixteen (16) hours per shift.
- 10.4.** The requirements of Section 10.2 above shall be instituted for the following holidays:
- a) New Year's Day (January 1)
  - b) Martin Luther King Jr.'s Birthday (Third Monday in January)
  - c) President's Day (Third Monday in February)
  - d) Memorial Day (Last Monday in May)
  - e) Independence Day (July 4)
  - f) Labor Day (First Monday in September)
  - g) Veteran's Day (November 11)
  - h) Thanksgiving Day (Fourth Thursday in November)
  - i) Day after Thanksgiving Day (Friday following Thanksgiving)
  - j) Christmas Day (December 25)

## **11. RETIREMENT**

The City shall continue retirement coverage for all employees under the California Public Employees' Retirement system (CalPERS).

For employees hired before December 15, 2012, the City's former "Safety Fire Plan" has been assigned to the CalPERS Safety 3% @ 50 Risk Pool. Employees shall pay the entire 9% of their employee CalPERS contribution. The current mandated and optional benefits of the Safety 3% @ 50 Risk Pool are located in Appendix B.

Should CalPERS at any time amend the Risk Pool Mandatory Benefits to either add, delete or modify benefits, the City has no obligation to meet and confer with the Union over these changes.

For employees hired on or after December 15, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, the second-tier retirement formula shall be 3% @ 55. Employees

shall pay the entire 9% of their employee CalPERS contribution. The current mandated and optional benefits of the Safety 3% @ 55 Risk Pool are located in Appendix B.

For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7% @ 57. Employees shall have a member contribution rate of fifty percent (50%) of the total normal cost rate. The current mandated and optional benefits of the Safety 2.7% @ 57 Risk Pool are located in Appendix B.

## **12. UNIFORM ALLOWANCE**

- 12.1.** Each employee shall receive an annual uniform allowance of eight hundred fifty dollars (\$850). Employees shall receive their uniform allowance in the last pay period of the calendar year after earning it.
- 12.2.** Within the first two (2) years of employment with the City, employees shall purchase Class A uniforms. Class A uniforms shall comply with department standard.

## **13. HEALTH INSURANCE**

- 13.1.** The City shall continue enrollment in the State of California Public Employees' Retirement System (CalPERS) Health Insurance Program.
- 13.2.** A cafeteria plan for health benefits (medical, dental, and vision) is provided to employees, with the City contributing \$750 per month for employee only coverage or medical opt-out, \$875 per month for employee plus one coverage and \$1,025 per month for employee plus two or more coverage. Employees must purchase dental and vision coverage at the employee only level. If the employee still has money left over after the purchase of medical (if elected), vision and dental insurance plans the employee can divert the remainder to a City deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law.
- 13.3. RETIREE HEALTH INSURANCE**

Pursuant to provisions of the CalPERS Health Insurance Program, the City shall pay up to \$750 per month for employees retired on the CalPERS Retirement Program. Dental insurance coverage may continue upon retirement, at the retiree’s own expense. Vision insurance is only available for eighteen months, per COBRA, and is at the retiree’s own expense.

**14. COMPENSATION**

**14.1. Salary**

Effective the payroll period inclusive of February 17, 2018, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a 1% salary increase.

<i>Position</i>	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>
<i>Firefighter</i>	5992	6364	6729	7013
<i>Fire Engineer</i>		7710		
<i>Fire Captain</i>		8961		

**14.2. Salary Step Increases**

Consideration for advancement within the Firefighter salary range occurs in twelve-month intervals except that paid and unpaid leaves of absence shall be dealt with in accordance with Personnel Rules Section 3.4.2., Classification Plan Administration. However, an employee who is off work due to an accepted worker’s compensation injury or illness will be treated in the same manner as an employee on FMLA. Salary step increases shall be given at the beginning of the payroll period in which the employee’s years of service anniversary date falls.

**14.3. Fire Staff Administrative Captain Assignment**

A Fire Captain who is routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of other fire suppression



personnel by the Fire Chief shall receive an additional five percent (5%) during the term of their assignment. The Fire Chief or designee will assign such duties and determine the number of employees receiving this assignment at their sole discretion.

**14.4. Educational Incentive Pay**

Maximum educational incentive that may be obtained is 4% of base pay per employee.

<u>Education/Certificate</u>	<u>Amount</u>
BA/BS	4%
AA/AS	2%
Fire Science Certificate	2%
Fire Officer Certificate or Company Officer Coursework Completed	1.5%
Fire Driver/Operator Certificate or Fire Apparatus Driver/Operator Pump Coursework	1.5%
Fire Investigator I Certificate	0.5%
Fire Instructor I Certificate	0.5%
HazMat Technician Certificate	0.5%

Probationary employees are not eligible to receive incentive pay.

**14.5. Overtime Pay**

The City and Association have agreed to utilize a twenty-four (24) day/one hundred eight-two (182) hour work period pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA). Actual scheduled hours in the twenty-four (24) day period are one hundred ninety-two (192). Hours worked in excess of one hundred eight-two (182) hours in the twenty-four (24) day work period will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

**14.5.1.** All overtime worked as a result of emergency call back or station staffing will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

**14.5.2.** Compensation leave will be provided in lieu of overtime pay at the same rates that would be accrued for pay purposes. It shall be the employee's responsibility to notify the City when compensation leave is desired in lieu of overtime pay.

**14.5.3.** Maximum accumulation of compensation time shall be one hundred twenty (120) hours for shift personnel.

**14.5.4.** Time worked as a continuation of the normal twenty-four (24) hour shift shall be compensated in accordance with the Federal Fair Labor Standards Act; that is, time worked shall be rounded to the nearest twelve (12) minute increment.

**14.5.5.** When an employee, after completing his/her normal work shift and after leaving his/her work facility, responds to an authorized order to return to duty to perform emergency or non-scheduled services, he/she shall be guaranteed the opportunity to work for two (2) hours or be paid two (2) hours in-lieu of work.

**14.6. Out of Classification Pay**

**14.6.1.** The Fire Chief or his/her designee shall make out-of-class assignments. A Firefighter temporarily assigned out-of-class to a Fire Engineer, a Fire Engineer temporarily assigned out-of-class to a Fire Captain, and a Fire Captain temporarily assigned out-of-class to a Fire Battalion Chief, shall be paid fifty dollars (\$50) for a full shift or two dollars eight cents (\$2.08) per hour if less than a full twenty-four (24) hour shift.

A Firefighter temporarily assigned out-of-class to a Fire Captain shall be paid seventy-five dollars (\$75) for a full shift or three dollars thirteen cents (\$3.13) per hour if less than a full twenty-four (24) hour shift.

**14.6.2.** To be eligible for such out-of-class, the individual must have passed the promotional examination for the next higher rank, or pass qualifying criteria as set by the City.

**14.7. Standby Pay**

Employees shall be paid two dollars (\$2.00) per hour for any hours worked on a standby assignment. The Fire Chief or his/her designee shall determine standby schedules. Standby is voluntary. If an employee volunteers for standby, then the following provisions apply:

- Standby may be for up to a twenty-four (24) hour period.

- When called out, the employee shall be under the functional supervision of the Duty Chief or Incident Commander.
- The employee must be able to get to the scene within fifteen (15) minutes. When assigned to standby, the employee may not consume any alcoholic beverage or engage in any other activities, which would affect his/her ability to effectively respond and perform his/her duties.
- They employee shall have a pager with him/her at all times while on standby.
- When an employee is on a standby assignment, he/she shall be paid for a minimum of two (2) hours work at the overtime rate when called out.

**14.8. Signing Bonus**

Effective the first payroll period after ratification by the Fire Association and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable signing bonus of three thousand seven hundred forty dollars (\$3740). The City can provide this bonus in cash or dedicate to deferred compensation consistent with normal protocol.

**14.9. Mid-Contract Term Bonus**

Effective the first pay period in July 2018, employees shall receive a one-time, non-PERSable, lump sum, mid-contract term bonus in the amount of three thousand dollars (\$3000). The City can provide this bonus in cash or dedicate to deferred compensation consistent with normal protocol.

**15. EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION REQUIREMENT**

All employees are required to have and maintain an EMT-1A or FS certificate. This shall be a condition of employment.

**16. SCHEDULE AND HOURS**

**16.1. Duty Schedule**

All shift personnel shall work a forty-eight (48)/ninety-six (96) hour schedule. (48 hours on duty, followed by 96 hours off duty.) All forty-eight (48)/ninety-six (96) hour shift personnel shall report for duty at 0800 hours and go off duty at 0800, forty-eight (48) hours later.

Example Duty Schedule: (Regular Shift Personnel)

"X" denotes workday or duty shift

"O" denotes day off or shift off

XXOOOO

**16.2. Station Assignments and Transfers**

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may express their preference for station assignments and/or transfers.

**16.3. Shift Trades**

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may request voluntary shift trades.

**17. DEPARTMENT SENIORITY LIST**

**17.1.** Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Fire Department (Westgate, Bryte and Washington) as full-time employees. Reserve, part-time, or extra-help employment will not be credited. When two (2) or more employees are assigned to the payroll on the same date, preference in the placement on the list shall be given based on relative standing on the Firefighter eligibility list in the case of firefighting personnel.

**18. LAYOFFS**

**18.1. Order of Layoff**

Layoffs shall be based on the inverse order of seniority as set out in the seniority roster last provided to Local 522, pursuant to the hereinafter-mentioned Memorandum of Understanding, with any additions or deletions of employees' names appended thereto by action of the City Council. Layoffs hereunder shall be so that employees with the least seniority shall be laid off first.

**18.2. Seniority**

The seniority date of an employee and his/her position on the seniority roster, shall be determined pursuant to criteria set out in the Memorandum of Understanding between Local 522 and the City .

**18.3. Seniority Roster Availability**

A current copy of the Seniority Roster shall be made available for inspection at reasonable times to employees upon request.

**18.4. Employee Notice**

The employee shall be given a thirty (30) calendar day written notice of layoff or demotion by the City Council or its authorized representative. The notice of layoff or demotion shall include the following information:

- a) Reason for layoff or demotion; and
- b) Effective date of layoff or demotion.

**18.5. Layoff Hearing**

An employee who received a Notice of Layoff shall be entitled to request a hearing before the Council or its authorized representative prior to the effective date of the layoff. Such a request shall be made within fourteen (14) calendar days of service of the Notice of Layoff of the adoption of the rules and procedures by the Council, whichever occurs last. Failure to make such a request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of persons to be laid off and the procedure used to layoff. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross examine any witnesses. Within fourteen (14) calendar days following the hearing, the Council shall issue findings of fact, conclusions, and an order affirming or revoking the layoff of the employee. Said findings, conclusion, and order shall be served on the employee by placing them in a sealed envelope and mailing them by first class mail, postage prepaid, to the last known address of the employee. Unless the Council orders revocation of the Notice of Layoff, the employee shall be laid off at the date set forth in the Notice of Layoff.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the Notice of Layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Council. In such case, the Council shall set a new effective date of layoff in their order unless they order revocation of the original notice.

**18.6. Future Vacancies**

When vacancies occur within five (5) years thereafter, such reduced 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 prior to the employment of any new eligibles; provided, however, that such eligibles meet a physical examination. If any such laid off employee fails to report for duty within thirty (30) calendar days after 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 hired.

**19. REPAIR OR REPLACEMENT OF DAMAGED PERSONAL PROPERTY**

**19.1.** The City agrees to reimburse employees for damaged personal property according to the City's Administrative Policy No. II-E-8.

**20. RULES, REGULATIONS MEET AND CONFER CONSIDERATIONS**

**20.1.** Should the City propose changes in City Rules and Regulations or wages, hours, and working conditions which fall within the scope of representation; the City shall give notice to Local 522 and upon request, meet and confer upon those changes.

**20.2.** Copies of any Memorandum of Understanding resulting here from and/or Rules and Regulations shall be posted on-line or sent to Local 522 members upon request.

**20.3.** Both parties agree to begin negotiations six months prior to the contract expiration date. It is agreed that when both parties enter into the meet and confer process, the following criteria shall be used:

- a) Internal classification relationships;

- b) Labor market conditions;
- c) Financial condition of the City;
- d) Cost of living analysis;
- e) Benchmark survey of total compensation

## **21. PROBATIONARY PERIOD**

### **21.1. Purpose**

To enable the City and the Fire Chief to exercise sound discretion in filling positions within the City.

### **21.2. New Hires**

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) months probationary service. During this probationary period, the Fire Chief may terminate the employment for unsatisfactory performance. Provided, however, no probationary employee shall be terminated because of sex, race, religion, political belief or Local 522 membership. Probationary employees terminated during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

### **21.3. Promotion**

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During this probationary period, the Fire Chief may cancel the appointment to a higher rank if during this period he/she shall deem him/her unfit for such appointment based on material reasons. In the event of unsatisfactory performance, an employee may be demoted to his/her previous permanent rank.

## **22. WORKING CONDITIONS**

- 22.1.** The City shall provide and maintain a station environment consistent with reasonable standards of safety, sanitation, comfort, and appearance. The station environment includes, but is not

limited to: kitchen, rest rooms, dormitory, beds and mattresses, station furniture, lighting, floor covering, exercise facilities, and apparatus area.

- 22.2.** Employees of the City shall care for such station environment consistent with the highest possible standard.
- 22.3.** The City shall furnish bed sheets, pillow coverings, and bath towels.
- 22.4.** Changes in said station environment constitute changes in working conditions and are therefore negotiable.
- 22.5.** The City shall pay the cost for enrolling and participation in the approved Safety Exposure Reporting Program.
- 22.6.** The City recognizes that the West Sacramento Firefighters are professional firefighters, and that all duties will be those related to the Fire Service as determined by agreed upon job descriptions.

**23. PROMOTIONAL EXAMINATIONS**

- 23.1.** Notice of promotional tests to be administered and the dates and time of said tests shall be conspicuously posted in all stations a minimum of thirty (30) calendar days prior to the test date(s). Promotional lists will be established after results of tests are final.
- 23.2.** The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.

**23.3. Rule of Five (5)**

The Rule of Five (5) shall be interpreted as follows:

For the first job opening available, five (5) eligible candidates will be interviewed. For each additional job opening, one (1) additional eligible candidate will be interviewed. For example, if there are three (3) job openings, seven (7) candidates will be interviewed. In the event of a tie score within the candidate pool to be interviewed, all candidates with the same score will be interviewed.



#### **23.4. List Ranking**

Results of promotional examinations shall be provided to each candidate to include their own placement on the list in rank order. Additionally, when the Fire Chief or his/her designee receives the eligibility list, it will show the rank order for all eligible candidates.

#### **23.5. Minimum Qualifications**

A candidate possessing a BA/BS will be deemed to have met all educational requirements, regardless of the field of study.

### **24. NON-DISCIPLINARY GRIEVANCE AND ARBITRATION PROCEDURE**

#### **24.1. Purpose**

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

#### **24.2. Definitions of Grievance**

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of any Memorandum of Understanding, rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the City Personnel Rules.

#### **24.3. Informal Grievance Procedures**

The grievant shall orally discuss his/her grievance with his/her immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than thirty (30) days from the act or omission. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure

shall not prejudice the grievant. The supervisor shall have seven (7) days to give an answer to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

#### **24.4. Formal Grievance Procedure**

##### **24.4.1. Level I**

If a grievant is not satisfied with the resolution at the informal level, he/she may, within five (5) days of receipt of such answer, file a formal written grievance on a prescribed form with his/her supervisor. The supervisor within five (5) days thereafter shall give a written answer to the grievant.

##### **24.4.2. Level II**

If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

##### **24.4.3. Level III**

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or his/her designee. Within twenty (20) days of the receipt of the written appeal, the City Manager or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

##### **24.4.4. Level IV**

If the grievant is not satisfied by the decision made by the City Manager, he/she must submit a written request within fifteen (15) days of the receipt of the response from the City Manager for a hearing before the Adjustment Board. Either party may request that Level IV be waived and that the appeal be elevated to Level V, arbitration. If the parties do not mutually agree to waive the Adjustment Board within the time frame as specified above; that is within fifteen (15) days of the receipt of the response from the City Manager, the grievance will proceed to the Adjustment Board. If the parties do mutually agree to waive the Adjustment Board, the grievance will proceed to Section 24.5, Selection of Arbitrator.

The hearing before the Adjustment Board shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen (15) days prior to the hearing.

The Adjustment Board will be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

#### **24.4.5. Level V**

If the Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within fifteen (15) days of the written receipt of the Adjustment Board decision, require that the grievance be referred to an impartial Arbitrator.

#### **24.5. Selection of Arbitrator**

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Relations Board shall be requested to submit a list of five (5) Arbitrators and, from such, the employee and the City Manager or his/her designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or his/her designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager or his/her designee may require the parties to strike names for a replacement hearing officer.

**24.6. Arbitration Hearing and Decision**

The arbitration hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

The Arbitrator shall conduct a hearing and shall either issue an oral bench decision or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final.

**24.7. Automatic Advances**

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

**24.8. Cost of Grievance Arbitration**

The cost of the arbitration, including the Arbitrator's fee, shall be shared equally by the employee and the City.

**24.9. Time Limits**

Time limits are considered an integral and important part of the grievance procedure, and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry his/her grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized, and any right to pursue the grievance further shall be deemed waived and abandoned. If

a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

## **25. DISCIPLINARY PROCEDURE**

This procedure shall be followed for the following disciplinary actions: suspension without pay, reduction in pay, demotion, or dismissal. Specific grounds for disciplinary action are outlined in Section 4.9 of the City Personnel Rules.

### **25.1. Purpose**

The purpose of the disciplinary procedure is to provide employees subject to disciplinary action with all rights to which they are entitled by law; to provide an orderly procedure for pre-action notice, response, implementation, and appeal; to correct deficiencies in employee performance and to assure improvement to meet job standards.

### **25.2. Employee Representation**

An employee may have a representative present at all stages of the disciplinary process as outlined in Sections 25.4 through 25.10 provided that the representative is not a party to the action.

### **25.3. Administrative Leave**

An employee may be placed on administrative leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

### **25.4. Notice of Proposed Disciplinary Action**

Prior to suspension without pay, reduction in pay, demotion, or dismissal, the employee shall be provided the following:

- a) Notice of the proposed action;
- b) The reasons for the proposed action;
- c) A copy of the charges and any materials upon which the proposed action is based;
- d) Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative, which may be an attorney;

- e) The date and time of the response meeting during which the employee and his/her representative shall have an opportunity to refute the charges or present facts that may not be known;
- f) Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

#### **25.5. Notice of the Response Meeting**

Notice of the response meeting shall be given no less than seven (7) days prior to the meeting.

#### **25.6. Response Meeting**

At the time and place set for the meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative. Neither party shall be entitled to call witnesses or take testimony. At the meeting, the City Manager or his/her designee may consider information contained in the charges and recommendations, as well as information presented by the employee or his/her representative. At the conclusion of the response meeting or within seven (7) days, the City Manager or his/her designee shall issue an order either implementing or determining not to implement the action. The City Manager or his/her designee may implement an action that is of lesser severity than that which was initially proposed.

#### **25.7. Implementation of Decision**

When discipline is imposed, a copy of the order shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

- a) A statement of the nature of the discipline imposed;
- b) The effective date of the discipline;
- c) A statement of the causes for the discipline;
- d) A statement of the specific facts or omissions upon which the discipline is based; and
- e) A statement advising the employee of his/her rights to appeal the disciplinary action. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

#### **25.8. Disciplinary Appeal Procedure**

The employee, or his/her representative, after service of an order of disciplinary action as specified in Section 25.7 may request that the matter be submitted to an impartial Arbitrator. A written request for a hearing before an Arbitrator must be served on the City Manager or his/her representative within ten (10) days following receipt of the order of discipline. The demand for a hearing shall include:

- a) Specific grounds for review; and
- b) Copies of materials on which the appeal is based.

#### **25.9. Selection of Arbitrator**

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Employment Relations Board shall be requested to submit a list of five (5) Arbitrators, and from such, the employee or his/her representative and the City Manager or his/her designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or his/her designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

#### **25.10. Arbitration Hearing and Decision**

The arbitration hearing shall be conducted as a full-scale evidentiary hearing with full due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. Within thirty (30) days of the conclusion of the hearing, the Arbitrator shall render a written decision. The decision of the Arbitrator shall be provided to both parties. Any decision of the Arbitrator shall be binding to both parties. The decision of the Arbitrator shall be final subject only to judicial review pursuant to the Code of Civil Procedure Section 1094.6.

#### **25.11. Cost of Disciplinary Arbitration**

The cost of the Arbitrator and any expenses associated with the hearing shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

**26. MATERNITY, PATERNITY, AND FAMILY CARE LEAVE**

**26.1. Maternity and Paternity Leave**

Specific requirements are outlined in section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

**26.2. Family and Medical Leave**

Specific requirements are outlined in section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

**27. HAZARDOUS MATERIAL RESPONSE**

**27.1.** The City will meet and confer with Local 522 in the event that the City changes the current level of response to hazardous material calls.



**28. TERM**

**28.1.** The term of the Memorandum of Understanding shall be for a period of twenty-six (26) months beginning on April 1, 2017, and continuing through May 31, 2019 or until such time as it is superseded by a new Memorandum of Understanding between the parties.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Christopher Cabaldon, Mayor  
City of West Sacramento

\_\_\_\_\_  
Ty Bailey, President  
IAFF Local 522/West Sacramento Firefighter's

\_\_\_\_\_  
Greg Fonts, President  
West Sacramento Firefighter's Association



**APPENDIX "A" LEAVE CONVERSION - 40 HOUR PERSONNEL**

One twenty-four (24) hour shift of leave time (i.e., vacation, holiday, or sick leave) is equivalent to two (2) eight-hour (8) days (i.e., sixteen (16) hours). Members assigned to a forty (40) hour workweek will accrue leave based on the following conversion factor:

- One (1) twenty-four (24) hour shift of leave time for a fifty-six (56) hour a week employee is equal to sixteen (16) hours of leave for a forty (40) hour a week employee.
- The number of annual shifts of leave for a fifty-six (56) hour a week employee multiplied by sixteen (16) hours equals the number of hours of leave for a forty (40) hour a week employee.

On January 1 of each year, the forty (40) hour employee will be credited with the combined amount of vacation and holiday hours accrued in the prior calendar year. Sick leave is accrued on a monthly basis.

The various accruals for a fifty-six (56) hour and forty (40) hour employee are noted below:

**Vacation:**

**56-Hour Employee:**

Years of Service	Shifts Earned	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6	144	12
6 - 10 years	9	216	18
11+ years	12	288	24

**40-Hour Employee:**

Years of Service	Conversion Factor	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6 shifts x 16 hours	96	8
6 - 10 years	9 shifts x 16 hours	144	12
11+ years	12 shifts x 16 hours	192	16

**Holidays:**

56 Hour Employee	Conversion Factor	40 Hour Employee Annual Holiday Hours
6 shifts	6 shifts x 16 hours	96

**Sick Leave:**

56 Hour Employee	Conversion Factor	40 Hour Employee Monthly Accrual
1/2 shifts	1/2 shift x 16 hours	8 hours

**APPENDIX "B" MANDATED & OPTIONAL BENEFITS FOR RETIREMENT**

<b>Current Mandated and Optional Benefits for 3%@50</b>	
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Option 2W Death Benefit	Section 21548
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
1959 Survivor Benefit Level 4	Section 21574
3% @ 50 Patrol or Local Safety Member	Section 21362.2
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Unused Sick Leave Credit - Local Member	Section 20965
Improved Nonindustrial Disability Allowance	Section 21427
\$500 Retired Death Benefit	Section 21620
2% Annual Cost-of-Living Allowance Increase	Section 21329
Final Compensation 1 Year	Section 20042
Prior Service	Section 20055

<b>Current Mandated and Optional Benefits for 3%@55</b>	
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
3% @ 55 Formula for State Peace Officer/Firefighter or Local Safety Member	Section 21363.1
Final Compensation 3 Year	Section 20037
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

<b>Current Mandated and Optional Benefits for 2.7%@57</b>	
2.7% @ 57 Formula for Safety Members	Section 7522.25(d)
Final Compensation 3 Year	Section 20037
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

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