

RECEIVED

2014 JUN 25 PM 2 31

Agenda Item: 10:45 A.M.-A

Date: 6/26/14

CITY CLERK, FRESNO, CA

FRESNO CITY COUNCIL



Supplemental Information Packet

Agenda Related Items – 10:45 A.M. - A
Supplemental Packet Date: June 25, 2014

Item(s)

HEARING regarding a bargaining impasse and unilateral implementation of wages, hours and other terms and conditions of employment for employees in Unit 5, represented by the International Association of Fire Fighters, Local 753 (Fire Basic) – Personnel Department

RESOLUTION - To implement changes in wages, hours and other terms and conditions of employment for City employees in Unit 5, represented by the International Association of Fire Fighters (IAFF), Local 753 (Fire Basic)

RESOLUTION – 7th amendment to Salary Resolution No. 2013-101, modifying salaries in Exhibit 5, Fire Non-Management (IAFF)

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.



RECEIVED
REPORT TO THE CITY COUNCIL

2014 JUN 25 PM 2 10

AGENDA ITEM NO.	10:45 am
COUNCIL MEETING:	6/26/14
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

Date: June 26, 2014 CITY CLERK, FRESNO CA

FROM: Jeff Cardell, Director
Personnel Services Department

BY: Ken Phillips, Labor Relations Manager
Personnel Services Department

- SUBJECT:**
1. Conduct a public hearing regarding a bargaining impasse and unilateral implementation of wages, hours and other terms and conditions of employment for employees in Unit 5, represented by the International Association of Fire Fighters, Local 753 (Fire Basic).
 2. Adopt a Resolution of the Council to implement changes in wages, hours and other terms and conditions of employment for City employees in Unit 5, represented by the International Association of Fire Fighters, Local 753 (Fire Basic).
 3. Adopt the Seventh Amendment to the Salary Resolution No. 2013-101, modifying salaries in Exhibit 5, Fire Non-Management (IAFF).

RECOMMENDATION

It is recommended that City Council hold a public hearing regarding a bargaining impasse and unilateral implementation of wages, hours and other terms and conditions of employment for Fire Basic employees. Following the Public Hearing, it is recommended that Council adopt a resolution to unilaterally implement changes in wages, hours and other terms and conditions of employment for Fire Basic employees. In addition, Council is asked to adopt the Seventh Amendment to Salary Resolution No. 2013-101, Exhibit 5, Fire Non-Management (IAFF).

EXECUTIVE SUMMARY

The City and Fire Basic commenced negotiations in May 2013. After several months of negotiations, the parties reached agreement; however, Fire Basic's membership rejected the tentative agreement in January 2014. The City orally declared impasse on March 17, 2014. Fire Basic revised its proposal and offered to take it to the membership for a vote. On June 5, 2014, Fire Basic advised the City that its membership had rejected the offer. The City advised Fire Basic that the City had the authority to unilaterally implement the terms and conditions of employment. However, if Fire Basic was able to ratify the proposal and provide the City with notification by noon of June 25, 2014, the City would not recommend unilateral implementation. Fire Basic advised the City that a vote of the membership would take place on June 24 and 25, 2014. On or about June 23, 2014, Fire Basic advised the City that the election was not taking place. Significantly, this matter only involves Fire Basic. Fire Management ratified its agreement with the City on or about January 21, 2014.

REPORT TO THE CITY COUNCIL

Public Hearing and Resolution Imposing Terms on Unit 5

June 26, 2014

Page 2

An employee organization may request the parties' differences be submitted to a fact-finding panel however the time to request fact-finding has since passed. After a public hearing on the matter has been conducted the Council may implement terms and conditions of employment by adopting the attached resolution.

BACKGROUND

The City initiated formal negotiations with Fire Basic unit in May 2013, during which time the City was seeking concessions valued at approximately 8% or \$2.7.M annually. These concessions were being sought due to ongoing concerns related to the City's overall financial condition and the ability to adequately fund essential services such as fire protection.

Over the course of these negotiations, modifications to the City's original bargaining position were made that reduced the level of concessions from 8% to 4%. The changes were made to demonstrate good faith by the City and in recognition that revenue projections were improving. Additionally, these changes were made as it has been the City's desire to reach agreements with Fire Basic and Management as well as a number of other labor organizations (e.g., CFMEA, Local 39, IBEW), who also had open labor contracts.

On November 5, 2013, the City reached a "tentative agreement" with Fire Basic unit on terms and conditions of a new labor agreement. After a change in union leadership the City was advised that the tentative agreement would not be presented to the union membership. In the interest of trying to reach an agreement, the City agreed to revisions to the tentative agreement. The parties ultimately reached an agreement on these changes. The modified tentative agreement was not approved by Fire Basic membership.

Over the next 48 days, the City continued to meet with Union officials in an attempt to resolve any differences. Unfortunately, the parties were unable to reach an agreement and a declaration of impasse was issued in writing by the City on March 20, 2014. (Attachment A)

On April 22, 2014, an impasse meeting was held during which time Fire Basic representatives presented a proposal. The Fire Basic proposal included concessions that would have resulted in greater savings when compared to the modified tentative agreement provided that the membership approved the proposal by May or June. The City's response to this proposal, given the failure to garner approval of the modified tentative agreement, was that it would consider this proposal, but only after representatives were successful in getting support from the membership. Unfortunately, a vote of the Union's proposal was completed on June 5, 2014, that failed to obtain approval by their membership.

It should be noted that the City has lost approximately \$422,000 in FY 14 concession savings since the rejection of the first tentative agreement and that every month of delay results in a continuing loss of approximately \$90,917 in savings.

REPORT TO THE CITY COUNCIL

Public Hearing and Resolution Imposing Terms on Unit 5

June 26, 2014

Page 3

While both the tentative agreement and the recent Union proposal were comparable to how other successful agreements were structured, it is abundantly clear that further efforts to reach an agreement, either by the City or Union leadership, are not feasible.

Therefore, the next step in this process, after conducting a Public Hearing, is to impose new terms and conditions on the members of this unit. Under state law (Government Code Section 3505.4), a bargaining unit has the right to formally request fact-finding once impasse has been declared; provided that this request is in writing and exercised within 30 days of the declaration of impasse. Since the City provided a written declaration of impasse on March 20, 2014, the time to request fact-finding has since passed. This determination has recently been upheld in a recent PERB decision (City of Redondo Beach 2014 PERB Order No. AD-409-M).

Neither the City nor Fire Basic requested mediation. By law, Fire Basic's ability to formally request fact-finding ended April 19, 2014. Given the failure of the Fire Basic membership to ratify the Fire Basic proposal, the City advised Fire Basic on June 13, 2014, that the City now had the authority to unilaterally implement the terms and conditions of employment consistent with the modified tentative agreement. However, before proceeding in that direction, the City provided Fire Basic another opportunity to effect ratification of the Fire Basic proposal. Fire Basic was further advised that if they fail to ratify its own sponsored proposal and notify the City of such ratification by noon on June 25, 2014, it will be recommended that the City Council adopt a resolution at its June 26, 2014 meeting to implement terms and conditions of employment. The City was advised by Fire Basic that a vote was to be conducted on June 24 and June 25, 2014 only to be later advised that such a vote will not be taking place.

Despite the foregoing, Fire Basic has requested that in lieu of a unilateral implementation, the parties continue negotiations. However, given the inability of Fire Basic leadership to gather support for previous tentative agreements or even the union sponsored proposal, it is likely continued negotiations would be futile. (Attachment B) **[As noted above, further delays will cost the City approximately \$90,917 per month in savings that were anticipated in the Mayor's proposed FY15 budget that will be used to support a \$4 million reinvestment in the Fresno Fire Department.]**

Therefore, it is staff's recommendation that the Council impose the City's last, best and final (LBF) offer based on the terms and conditions outlined in the modified tentative agreement that was rejected in January 2014, with some exceptions, including (i) a 2.5% salary increase scheduled to occur on January 1, 2016;¹ and (ii) a 1% salary reduction in lieu of an equivalent employee payment of the City's retirement contribution, in order to ensure compliance with applicable laws.

Before taking action to implement terms and conditions of employment the City is to conduct Public Hearing accordance with Section 3505.7 of the California Government Code. Therefore, it is recommended that the Council conduct a public hearing to receive testimony and comment. It is recommended that after the public hearing is closed that the Council adopt the attached resolution implementing the terms and conditions of employment on the employees represented by Unit 5, Fire Basic.

¹ By law, the issue of a salary adjustment for 2016 is to be addressed through subsequent negotiations.

REPORT TO THE CITY COUNCIL

Public Hearing and Resolution Imposing Terms on Unit 5

June 26, 2014

Page 4

With approval of the attached Resolution terms and conditions of employment will be implemented effective the July 1, 2015: Following is a summary of the terms and conditions.

- The City will discontinue a 2% contribution towards employee share of retirement contributions.
- Unit 5 employees will have base salary reduced by 1% in lieu of employee payment of 1% of the City's share of retirement contributions.
- The City will pay \$800 towards the monthly health and welfare premium. If another bargaining unit negotiates a greater contribution, the City is willing to meet and confer on this issue.
- The City will cease making a \$36 matching contribution to employee Deferred Compensation Accounts.
- Employees who are receiving bilingual premium pay must be recertified every five years. Initial recertification will be staggered.
- All conversions between 40 hour schedules and 56 hour schedules are to be based on a 1.4 factor instead of a mixture of 1.5 and 1.4.
- The Workers Compensation provision will be amended to reflect state law. Provisions in the Workers Compensation provision that are no longer applicable will be removed.
- A provision on leave for Local officers will be moved to a different section, and an agreement on such leave will included.
- A provision on Bereavement Leave based on provisions in the Fresno Municipal Code will be added.
- The City will have an option on making Health Reimbursement Arrangement accounts book accounts or actual accounts.
- Reimbursement for vehicle use will to be done in accordance with the Fire Administrative Manual.
- The current 2/4 schedule will be listed as the normal schedule for employees.

Council is also asked to approve the Salary Resolution Amendment implementing the 1% reduction in base wages for employees in Unit 5. (Attachment C)

ENVIRONMENTAL FINDINGS

Not applicable.

LOCAL PREFERENCE

Not applicable.

FISCAL IMPACT

Given an implementation date of July 1, 2014, recognizing that one pay period in Fiscal Year 2015 will have passed, the projected impact of imposing terms and conditions of employment will result in savings of approximately \$1,049,038 in Fiscal Year 2015. Without approval from Council, the City

REPORT TO THE CITY COUNCIL

Public Hearing and Resolution Imposing Terms on Unit 5

June 26, 2014

Page 5

loses savings of approximately \$ 90,917 each month in addition to the loss of \$422,600 in FY 14 when Unit 5, Fire basic failed to ratify the tentative agreement reached in January 2014.

- Attachments:
- A. March 20, 2014 Impasse letter
 - B. June 24, 2010 Letter to Fire Basic Legal Representative
 - C. Seventh Amendment Salary Resolution No. 2013-101
 - D. Resolution of City Council Implementing Terms and Conditions
 - E. Terms and Conditions of Employment
 - F. Listing of 2013 Taxable Wages for Fire Basic Employees
 - G. Chart of Compensation Changes for Fire Basic Employees
 - H. Illustration of Modified Tentative Agreement Cost/Savings

Attachment A



2600 Fresno Street, Room 1030
Fresno, California 93721-3614
Telephone: (559) 621-6950 • FAX (559) 498-4775
www.fresno.gov

Jeffrey T. Cardell
Director

March 20, 2014

Sent via Electronic and U.S. Mail

Pete Flores, President
IAFF, Local 753
710 "R" Street
Fresno, CA 93721

SUBJECT: NOTICE OF IMPASSE

Dear Pete:

As you know, the City declared impasse on negotiations over a successor Memorandum of Understanding (MOU) on March 17, 2014. This letter is in compliance with Chapter 3, Article 6, Section 3-617 of the Fresno Municipal Code (FMC), which calls for a letter with a demand for an impasse meeting as part of a declaration of impasse.

The City and IAFF, Local 753, Basic Unit, have met and conferred in an attempt to reach resolution on a successor Memorandum of Understanding. The Association has taken a final package proposal, on which the parties tentatively have agreed, to its members with a recommendation for approval. Ratification was rejected.

A summary of the items voted on by Fire Basic follows:

ISSUE	DESCRIPTION
Salaries	January 1, 2016 - increase salaries by 2.5%.
Pension	<ul style="list-style-type: none">February 10, 2014 - City to discontinue 2% pension contribution towards employee share.February 10, 2014 - Employees to contribute 1% towards the City's share of retirement contributions effective February 10, 2014 on an ongoing basis.
Health & Welfare	<ul style="list-style-type: none">\$800 flat rate contribution by the City effective March 1, 2014.City to increase share by up to \$40 in July 2014.City to increase share by up to \$42 in July 2015.If any unit negotiates something better between now and end of MOU, Fire receives also.Reopener on Health & Welfare.

Compensatory Time Off	Compensatory Time Off – Increase earnings cap from 108 to 120 and allow accrual for assignments of under 12 hours.
Deferred Compensation	Stop City \$36 matching contribution from February, 2014 through June, 2015.
Subsequent Negotiations	<ul style="list-style-type: none">• Negotiations: Open as early as six months before end of MOU, at least four months before end.
Bilingual	Recertification every five years. Initial certification to be staggered.
2/4 Schedule	Current 2/4 schedule put in MOU
Bereavement Leave	New language similar to what is in FMC.
56/40 Hour Conversions	<ul style="list-style-type: none">• All conversions to be based on a 1.4 factor instead of a mixture of 1.5 and 1.4.
Workers Compensation	<ul style="list-style-type: none">• Include provision reflecting state law. Remove provisions no longer applicable.
Term	Expires June 30, 2016.
Other	Various changes/clean up in MOU language such as standardization of Trainee pay, reference to Labor Code in Lockout/Strike.
Pension (not in MOU)	<ul style="list-style-type: none">• City and Fire Units to meet and confer on pension related topics in regard to new employees.

By copy of this letter and in accordance with the impasse provisions of the FMC (copy attached), the City is requesting that the Director's designee, Jeffrey Cardell, Director of Personnel Services, schedule an impasse meeting. Jackie Larkin will be in touch with you to schedule a date and time.

Sincerely



For: Ken Phillips
Labor Relations Manager

Attachment

c: Bruce Rudd, City Manager
Renena Smith, Assistant City Manager
Jeffrey Cardell, Personnel Services Director
Kerri Donis, Fire Chief
Lori Najera, Labor Relations Representative
Jeffrey Beatty, Payroll Manager
Cheryl Carlson, Management Analyst III

SEC. 3-617. RESOLUTION OF IMPASSES.

(a) An impasse resulting from the meet and confer process shall be resolved through the use of the impasse resolution procedures prescribed by this section. The impasse resolution procedures may be initiated only after the exhaustion of the possibility of resolution of the impasse through the meet and confer process.

(b) Any party may initiate the impasse resolution procedures sequence.

(c) The impasse resolution procedures and the sequence in which they must be utilized shall be as follows:

(1) Impasse meeting:

(i) The party initiating the impasse resolution procedures sequence shall deliver to the other party or parties involved a written demand for an impasse meeting together with a statement of the initiating party's position on all matters at impasse.

(ii) Immediately after receipt or delivery by the Director of the written demand, the Director shall schedule an impasse meeting. The Director shall give at least 24 hours' written notice of the time and place of such meeting to all other parties involved in the impasse.

(iii) Prior to or at the commencement of such meeting, each party, who received a demand for or written notice of such meeting, shall deliver to each other party a statement of the position of such party on all matters at impasse.

(iv) The purpose of the impasse meeting is to permit a review and clarification of the position of all parties on all matters at impasse in a further effort to reach agreement, and, if agreement is not reached on all matters at impasse, to select a further impasse procedure for the matter or matters remaining at impasse.

(2) Mediation:

(i) Mediation may be initiated only by mutual agreement of the parties at impasse.

(ii) The parties may, by mutual agreement, select only the California State Conciliation Service or Federal Mediation and Conciliation Service to mediate the impasse.

(iii) The mediator shall be presented a position statement of each party on all matters at impasse.

(iv) Mediation proceedings shall be private. Neither the mediator nor party involved in the mediation shall make any public recommendations or take any public position concerning the matters at impasse.

(3) Fact finding:

(i) If agreement is not attained on all matters at impasse after ten days of mediation, any party who was a party in the mediation procedure may demand fact finding.

(ii) If agreement to mutually select the fact finder cannot be attained within five days of receipt of the demand for fact finding, the Civil Service Board shall designate the fact finder.

(iii) Neither the Civil Service Board, nor any member thereof, may be designated as the fact finder.

(iv) Fact-finding proceedings shall be private. Neither the fact finder nor any party involved in the fact finding shall make any public recommendation or take any public position concerning the matters at impasse until after the fact finder's report has been filed with the City Clerk.

(v) The fact finder's report shall contain no recommendations unless requested, in writing by all parties to the impasse, to make recommendations.

(vi) The fact finder's report shall be first delivered to the parties at impasse, within ten days after selection of the fact finder, except such period may be extended by mutual agreement of the parties.

(vii) If an impasse still exists five working days after delivery of the fact finder's report to the parties at impasse, the fact finder's report shall be filed with the City Clerk and shall be public information.

(4) Such other impasse resolution procedures as the parties may agree upon.

(d) The sequence of the impasse resolution procedures specified in subsection (c) hereof may be modified as follows:

(1) If the Director determines, from a review of the position statements of the parties at impasse, delivered pursuant to subsection (c) (1) (i) and (iii) that an impartial investigation and determination of the facts will be likely to expedite an informed equitable resolution of the matter at impasse, the Director may require that such matter at impasse be submitted to fact finding before resort is had to any other impasse procedure.

(2) If the Director declines to agree to mediation on behalf of the city and fails to initiate fact finding under (1), any party to the impasse may require that the matter at impasse be submitted to fact finding before resort is had to any other impasse procedure.

(e) Any fees and expenses of fact finders, mediators, or of any other persons or agencies utilized pursuant to this section in furtherance of the resolution of an impasse shall be paid one-half by the city and one-half by the employee organization or organizations involved in the impasse. (Added Ord. 72-1, 1972).

Attachment B



Douglas T. Sloan
City Attorney

VIA FACSIMILE (485-5823) & FIRST CLASS MAIL

June 24, 2014

Thomas M. Sharpe
Bennett & Sharpe
2444 Main Street, Suite 110
Fresno, CA 93721

RE: Fresno City Firefighters Association, Local 753
City's Notice of Proposed Unilateral Implementation

Dear Mr. Sharpe:

This responds to your June 24 letter on the above matter.

Your letter contends that unilateral implementation would be inappropriate because during the impasse meeting more than two months ago – on April 22, 2014 – the parties had not discussed “possible additional impasse resolutions procedures, as contemplated by FMC section 3-617.” This misstates the facts and ignores the obvious. The parties at that meeting very specifically defined a process for resolving the impasse – i.e., the Union was to take the Association-sponsored proposal back to its membership for a vote. The Union did so, but the vote failed. Thereafter, the Association did not ask to reconvene an impasse meeting and did not propose mediation – alternatives that the Association had every opportunity to suggest, but failed to do. In sum, your letter is a transparent effort to roll back the clock.

The suggestion in your letter that the parties need to “focus on efforts to reach agreement rather than on litigating the rights of Local 753 and its membership” is equally astonishing. In this case, the City’s efforts to compromise with Local 753 resulted in two failed ratification votes on January 28, 2014 and June 5, 2014 by the Association membership. Indeed, the Association this week eschewed pursuit of another ratification vote on the Association-sponsored proposal, as an alternative to unilateral implementation. This was another lost opportunity to break impasse in negotiations. The Association opted instead to issue your letter – one that mischaracterizes the facts and threatens litigation, rather than offering any concrete evidence that the impasse has been broken.

We will remain watchful for concrete evidence that the Association is ready to resolve this matter through a negotiated agreement. Meanwhile, the City Council will vote on Thursday, June 26 on a motion to unilaterally implement the terms of the City’s last best final offer.

Sincerely,


DOUGLAS T. SLOAN
City Attorney

DTS:TRG:pn[65111pn/DTS]

c: Mayor, City Manager, Jeff Cardell, Ken Phillips,
Fresno City Firefighters, IAFF, Local 753 (President Pete Flores)

Attachment C

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO , CALIFORNIA, MAKING THE SEVENTH AMENDMENT TO RESOLUTION NO. 2013-101 ENTITLED "A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ESTABLISHING RULES FOR THE APPLICATION OF CITY EMPLOYEE COMPENSATION RATES AND SCHEDULES AND RELATED REQUIREMENTS, AND ESTABLISHING COMPENSATION RATES AND SCHEDULES FOR FY 2014"

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

SECTION 1.

Exhibit 5, Unit 5, Fire Non-Management (IAFF), is hereby amended to modify salaries for respective classes in the said exhibit, as required by the adoption of the Resolution to Implement Changes in Wages, Hours and Other Terms and Conditions of Employment for City Employees Represented by the International Association of Firefighters, Local 753, (IAFF, Unit 5).

SECTION 2.

Upon final legislative approval, this Resolution shall become effective on June 30, 2014.

Date Adopted:
Date Approved:
Effective Date:
City Attorney Approval: _____

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____, 2014.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2014
Mayor Approval/No Return: _____, 2014
Mayor Veto: _____, 2014
Council Override Vote: _____, 2014

YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Tina R. Griffin, Supervising Deputy

EXHIBIT 5								
Unit 5 – Fire Non-Management (IAFF)								
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E	F
Firefighter Trainee	425001 ⁹	--	16.20 per hour					
Firefighter Trainee	425001	--	4316					
Firefighter	425002	12	4796	5035	5288	5552	5831	6124
Firefighter Specialist	425003	12	5371	5639	5922	6217	6528	6855
Fire Captain	425004	12	5995	6295	6610	6942	7289	7655
Fire Investigation Unit Supervisor	425010	12	5995	6295	6610	6942	7289	7655

EXHIBIT 5								
Unit 5 – Fire Non-Management (IAFF) effective 8/5/13								
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E	F
Firefighter Trainee	425001 ⁹	--	16.61 per hour					
Firefighter Trainee	425001	--	4424					
Firefighter	425002	12	4916	5161	5421	5691	5977	6278
Firefighter Specialist	425003	12	5506	5780	6071	6373	6692	7027
Fire Captain	425004	12	6145	6453	6776	7116	7472	7847
Fire Investigation Unit Supervisor	425010	12	6145	6453	6776	7116	7472	7847

EXHIBIT 5								
Unit 5 – Fire Non-Management (IAFF) effective 6/30/14								
CLASS TITLE	JOB CODE	PROB PER	A	B	C	D	E	F
Firefighter Trainee	425001 ⁹	--	16.61 16.44 per hour					
Firefighter Trainee	425001	--	4424 4380					
Firefighter	425002	12	4916 4867	5161 5110	5421 5367	5691 5635	5977 5918	6278 6216
Firefighter Specialist	425003	12	5506 5451	5780 5723	6071 6011	6373 6310	6692 6626	7027 6957
Fire Captain	425004	12	6145 6084	6453 6389	6776 6709	7116 7045	7472 7398	7847 7769
Fire Investigation Unit Supervisor	425010	12	6145 6084	6453 6389	6776 6709	7116 7045	7472 7398	7847 7769

Attachment D

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, TO IMPLEMENT CHANGES IN WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN UNIT 5 REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 753.

WHEREAS, the City of Fresno ("City") and the International Association of Fire Fighters (IAFF), Local 753 ("Fire Basic" or "Association") were parties to a Memorandum of Understanding ("MOU") effective July 1, 2009, which expired on August 4, 2013; and

WHEREAS, on May 9, 2013, the parties commenced negotiations for a successor MOU; and

WHEREAS, on January 6, 2014, the parties reached a verbal tentative agreement; and

WHEREAS, the tentative agreement was subject to ratification by the Association and adoption by the City Council; and

WHEREAS, the membership of the Association declined to ratify the tentative agreement following a vote concluded on or around January 28, 2014; and

WHEREAS, on March 17, 2014, after eighteen (18) negotiation sessions, the City declared that negotiations were at an impasse; and

WHEREAS, on March 20, 2014, the City confirmed the impasse by a written declaration (ATTACHMENT 1) in compliance with Chapter 3, Article 6, section 3-617 of the Fresno Municipal Code; and

WHEREAS, on April 22, 2014, the parties conducted an initial impasse meeting as required under the Fresno Municipal Code, but failed to reach agreement during such meeting or thereafter; and

WHEREAS, the City has fully complied with and completed its duty to meet and confer with the Association over matters of wages, hours and working conditions; and

WHEREAS, the terms set forth in ATTACHMENT 1 constitute the City's last, best and final offer; and

Date Adopted:
Date Approved:
Effective Date:
City Attorney Approval: _____

1 of 1

Implementation of Last, Best and Final Offer for Employees in Unit 5 (IAFF, Local 753-Fire Basic)

Resolution No.

WHEREAS, ATTACHMENT 2 both incorporates in detail and in bold print the terms of the City's last best and final offer in ATTACHMENT 1, and includes those matters of wages, hours and terms and conditions of employment that are to continue unchanged; and

WHEREAS, the terms incorporated in ATTACHMENT 2 do not include matters that are subject to the mutual consent of the parties or matters that would effect a waiver of rights of the Association or any matters that were part of the City's last, best and final offer that would take effect outside of FY2014-15; and

WHEREAS, a Public Hearing to impose the City's last best and final offer was held June 26, 2014, and,

WHEREAS, under the foregoing circumstances, the City is now authorized by law to implement its last best and final offer as reflected in ATTACHMENT 2.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

1. The City's last best and final offer, as detailed with specificity in ATTACHMENT 2, shall be implemented forthwith;
2. The status quo on matters of wages, hours and terms and conditions of employment, other than the changes reflected in the City's last best and final offer, shall be maintained;
3. This implementation is not intended to and shall not deprive the Association of its right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation of ATTACHMENT 2, prior to the adoption by the public agency of its annual budget, or as otherwise required by law; and
4. This resolution shall become effective upon approval by the City Council.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____, 2014.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2014
Mayor Approval/No Return: _____, 2014
Mayor Veto: _____, 2014
Council Override Vote: _____, 2014

YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Tina Griffin, Supervising Deputy City Attorney

Attachment E

TERMS AND CONDITIONS

Non-Management Fire - Unit 5

**Represented By
FRESNO CITY FIREFIGHTERS ASSOCIATION
LOCAL No. 753
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
A.F.L. - C.I.O.**

EFFECTIVE JUNE 30, 2014

LEGEND

*** = deleted old language
[§ deleted] = section/subsection deleted
[§§ deleted] = two or more
 sections/subsections deleted
bold type = new language

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I – PREAMBLE	1
B. Definitions.....	1
C. Governing Laws	1
ARTICLE II - EMPLOYEE RIGHTS	2
A. General.....	2
B. Employee Responsibilities.....	2
C. Nondiscrimination	2
ARTICLE III - CITY RIGHTS.....	3
A. General.....	3
ARTICLE IV - RECOGNITION.....	4
A. Association Recognition	4
B. Recognition of Unit Description	4
C. Firefighter Trainee Program	4
D. City Recognition	6
E. Recognition of Mutual Obligation.....	6
F. Information to Association	6
G. Leave for Association Business by Union Officers	7
I. Bulletin Boards	7
ARTICLE V - SCOPE OF REPRESENTATION.....	8
A. General.....	8
B. Grievance Procedure.....	8
D. In Lieu of Suspension.....	11
ARTICLE VI - DUES DEDUCTION	12
A. General.....	12
B. Dues Check-off.....	12
C. Exceptions to Dues Deduction Authorization Card	13
D. Dues Deduction.....	13

ARTICLE VII - COMPENSATION AND BENEFITS	14
A. General.....	14
B. Salaries	14
C. Pension Contribution	14
D. Health and Welfare.....	15
E. Uniform Allowance.....	15
F. Overtime/Shift Replacement And Premium Pay	15
1. Overtime/Shift Replacement.....	15
3. Specialty Team Premium Pay	17
4. Education Incentive Pay (EIP).....	20
5. Certificate Premium Pay.....	21
6. Bilingual Certification Program	22
7. Acting	23
G. Sick Leave Benefit at the Time of Election to Enter the Deferred Retirement Option Program (DROP) or at Retirement	23
H. Leaves.....	24
1. Holiday Leave.....	24
2. Vacation Leave.....	25
3. Sick Leave.....	25
4. Compensation for Unused Leave	26
I. Health Reimbursement Arrangement.....	26
J. Jury Duty and Court Time.....	27
K. Relief	28
L. Absent With Relief (AWR)	28
M. Workers' Compensation	29
N. Starting Steps When Promoted	30
O. Transfers	30
P. Temporary Reassignments	30
Q. Three Persons for 2 Hours	30
R. Fire Suppression Service Delivery	31
S. Americans With Disabilities Act (ADA), Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) And Workplace Violence	31
T. Hours of Work and Schedules.....	31
ARTICLE VIII - HEADINGS/REFERENCES/CITATIONS	34
ARTICLE IX - SAVING CLAUSE/FULL UNDERSTANDING	35
EXHIBIT I - SALARIES	36
EXHIBIT II – SIDE LETTER DATED AUGUST 20, 2103 RE: ARTICLE VII.H.1.h	
EXHIBIT III – February 24, 2009 Health and Welfare Trust Side Letter	

ARTICLE I

PREAMBLE

[§ deleted]

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and except to the extent that a particular word or phrase is otherwise specifically defined in * * * **these Terms and Conditions**, the definitions and provisions contained in Sections 3-101, 3-202, 3-301, and 3-603 of the Fresno Municipal Code (hereinafter FMC) shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by Chapter 10 of Division 4 of Title I of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act), applicable provisions of the Public Employment Relations Board (PERB), Chapter 4 of Part 7 of Division 2 of the California Labor Code (Sections 1960, 1961, 1962, and 1963), the Fire Fighters Procedural Bill of Rights Act (FBOR), as may be amended from time to time, and Article 6 of Chapter 3 of the FMC. In the event of any conflict between said laws and * * *, **these Terms and Conditions** or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL

The rights of employees, except as expressly modified herein, are as set forth in FMC Section 3-604 * * *.

B. EMPLOYEE RESPONSIBILITIES

All employees in the Non-Management Fire Unit, hereinafter Unit, acknowledge that the City shall consider the positions and proposals of the Association as the meet and confer positions and proposals of all employees, individually and collectively, in said Unit.

C. NONDISCRIMINATION

These * * * **Terms and Conditions** shall apply equally to, and be exercised by, all employees consistent with state and federal nondiscrimination statutes. City practices and policies will be consistent with the requirements mandated by applicable federal and state nondiscrimination statutes.

ARTICLE III

CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in FMC Section 3-605, as the same may be amended from time to time.
2. All other rights formerly or presently enjoyed by or vested in the City **upon adoption of these Terms and Conditions by the City Council * * *** and **not mentioned in paragraph 1**, are retained by and reserved to the City unless explicitly waived by the City by resolution of the Council * * *.
3. Nothing in **these Terms and Conditions * * *** shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
4. **These Terms and Conditions are * * *** not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.
5. **These Terms and Conditions * * *** shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law, except that this clause shall not be deemed to be a grant of authority to sue any person, including the Association, not otherwise existing.

ARTICLE IV

RECOGNITION

A. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the Unit, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement; **provided, that this subsection A does not impose on either party a contractual duty to meet and confer beyond what is required by the Meyers Milias Brown Act.** * * *

B. RECOGNITION OF UNIT DESCRIPTION

The Non-Management Fire Unit consists of all employees holding a permanent position, as defined in FMC Section 3-202(p)(4), in one of the following classes, listed in Exhibit 5 of the current salary resolution, as such Unit may be modified from time to time pursuant to the provisions of the FMC:

Firefighter Trainee
Firefighter
Firefighter Specialist
Fire Captain
Fire Investigation Unit Supervisor

C. FIREFIGHTER TRAINEE PROGRAM

1. Classification

- a. The City has created a job classification titled Firefighter Trainee. The Fire Department may hire a maximum of ten (10) additional Firefighter Trainees above the number of vacancies that exist in the Firefighter Class. Employees assigned to a Firefighter Trainee position cannot attain permanent status.
- b. A Firefighter Trainee shall be trained in and shall perform the various duties typical of a Firefighter, with the exception that the Firefighter Trainee shall not perform fire suppression or medical aid duties prior to appointment as a Firefighter. A Firefighter Trainee may assist in fire inspections, apparatus maintenance and repairs or other duties as assigned.

2. Recruitment and Retention

- a. Employees occupying the Firefighter Trainee allocated positions shall be required to attend and participate in the City of Fresno Fire Department Academy prior to promotion to the rank of Firefighter.
- b. Upon successful completion of the City of Fresno Fire Department Academy, a Firefighter Trainee shall be promoted to a Firefighter position if a vacancy exists. Firefighter Trainees offered a position in the absence of a vacancy will be made aware of their hiring order. Promotions will be made and be based upon the order in which the Firefighter Trainee was hired.
- c. If, upon successful completion of the City of Fresno Fire Department Academy, there are no Firefighter vacancies, the remaining Firefighter Trainees shall remain in such class until a position becomes vacant.
- d. While serving in a Firefighter Trainee position, the Trainee can be terminated for the good of the service.

3. Compensation and Benefits

- a. Employees assigned to the Firefighter Trainee position shall be compensated at the rate of ninety percent (90%) of an A Step Firefighter while attending the City of Fresno Fire Department Academy * * * **and shall continue to be compensated at that rate** until appointed to rank of Firefighter.
- b. Employees assigned to the Firefighter Trainee position shall be assigned to a forty (40) hour workweek beginning on Monday at 12:01 a.m. and ending on Sunday at midnight. Employee's daily work schedules may be adjusted to accommodate training provided by the Fire Department.
- c. Employees assigned to the Firefighter Trainee position shall be compensated at the overtime rate of time and one-half (1.5) their regular rate of pay for any work over forty (40) hours in a work week. Upon completion of the City of Fresno Fire Department Academy and when assigned to a 56 hour position, Compensatory Time Off (CTO) balances for Firefighter Trainees will be converted to a 56 hour accrual rate.
- d. Employees assigned to the Firefighter Trainee position shall be entitled to all benefits afforded to the Firefighters.

- e. Employee retirement contributions plus interest associated with the contributions would be refunded if the Firefighter Trainee leaves the Fire Department at the completion of the period noted in 2.d., above.

D. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as may be designated in writing, as the designated representative of the City pursuant to FMC Section 3-615, and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals * * *.

E. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and adhere to these **Terms and Conditions*** * *.

F. INFORMATION TO ASSOCIATION

1. The City shall provide to the Association:
 - a. Changes to the Salary Resolution.
 - b. Changes to Job Specifications for classes in this Unit.
 - c. Changes to the Administrative Order Manual that effect employees in this Unit.
2. The Fire Department shall provide:
 - a. Copies of written departmental policies, rules and regulations prior to implementation, on matters which directly affect employees in this Unit, except in an urgent situation, in which case the City shall discuss the issue with the Association as soon as possible thereafter.
 - b. An opportunity to discuss matters of interest to employees in this Unit, directly with the Association or through committees or advisory bodies created for that purpose.

G. LEAVE FOR ASSOCIATION BUSINESS BY UNION OFFICERS

1. The Association President, Vice-President, and/or Secretary-Treasurer may use CTO, vacation or holiday, for Association business.
 - a. The specified Association officers shall have the option of drawing the final two annual vacation periods of the fiscal year, or of drawing vacation periods according to the guidelines for all employees.
 - b. All vacation and/or holiday leave that is taken for Association business will be deducted from the Association officers scheduled leave period(s). The assigned period from which the time will be deducted will be at the discretion of the Association officer, subject to subsection (c) below.
 - c. In the event the time previously taken is not specified one month prior to the Association officers' next scheduled vacation period, the time previously taken will be deducted from that vacation period.
 - d. The side letter executed on August 20, 2013 entitled "*IAFF, Local 753, MOU Article VII.H.1.h, Special Circumstances*" is attached as Exhibit 2 hereto.

[§ deleted]

I. BULLETIN BOARDS

The Association may use designated portions of City Bulletin Boards in City Facilities in which members of this Unit are on duty.

ARTICLE V

SCOPE OF REPRESENTATION

A. GENERAL

1. "Scope of representation" means all matters relating to employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employee rights, as set forth in FMC Section 3-604, and City rights as set forth in FMC Section 3-605 (a), are excluded from the scope of representation.
2. The Association is the exclusive representative of all employees within the Unit.

B. GRIEVANCE PROCEDURE

1. A grievance is a dispute concerning the interpretation or application of any existing policy, practice, written City rule or regulation governing personnel practices or working conditions, including * * * **these Terms and Conditions**. A grievance involves the claimed misapplication or misinterpretation of a rule or regulation relating to an existing right or duty; it does not relate to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure, including but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge, fact-finding procedure, or as outlined below.
2. A written grievance must set forth the rule, regulation, policy or specific section of * * * **these Terms and Conditions** claimed to have been violated, must describe the specific incident or circumstances of the alleged violation, and specify the remedy sought or it will be returned to the grievant for appropriate completion before being processed. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing. The Committee will be bound by the agreement of the parties regarding timeliness.
3. The Association may represent employees covered by * * * **these Terms and Conditions** on a grievance under the grievance procedure.
4. An Association Officer designated by the Association in writing shall be excused from regular duties without loss of compensation for such time as is necessary to attend and represent the grievant at a grievance hearing, beginning at the first level of supervision.

5. The procedure and sequence in filing and processing a grievance shall be as follows:

Step One

- a. The grievant and/or Association representative shall discuss the grievance with the grievant's immediate supervisor or designee before a written grievance may be filed.
- (1) If the grievance is not settled through this discussion, it either may be discussed with the next higher supervisor or a written grievance may be filed with the grievant's immediate supervisor. A written grievance must be filed, with a copy being sent to the Labor Relations Division, within twenty-one (21) calendar days from the time the employee becomes aware or should have become aware of the issue or incident giving rise to the problem.
- (2) Upon receipt of a written grievance, the immediate supervisor shall give the grievant a written reply within nine (9) calendar days.

Step Two

- a. Should the grievant not be satisfied with the answer received from the immediate supervisor, the grievant may, within nine (9) calendar days, file an appeal to the department head or designee. The department head or designee shall have twenty-one (21) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly the decision or proposed action and reasons thereof. The grievant and/or representative shall have the opportunity, if desired, to present to the Fire Chief the position regarding the grievance.
- b. The City, the grievant, and/or the Association may mutually agree to waive steps one (1) and two (2) and proceed directly to hearing by the Grievance Advisory Committee when the issue is one over which the grievant's supervisor or department head has no jurisdiction.

Step Three

- a. If the grievant is not satisfied with the decision of the department head or designee, the grievant may within nine (9) calendar days after receipt of the written reply, file a request for a review of the

department head's or designee's decision to the Grievance Advisory Committee. The review/appeal to the Grievance Advisory Committee shall be referred to the Association for review and recommendations before it is delivered to the Labor Relations Division.

- b. The City, the grievant, and/or the Association may agree to seek resolution of the grievance through mediation using the services of the State Mediation and Conciliation Service, prior to hearing by the Grievance Advisory Committee. Time limits for processing of the grievance are automatically extended as long as mediation is in process. The fees and expenses of the mediator shall be paid half by the City, the grievant, and/or half by the Association.

Step Four

- a. The Grievance Advisory Committee shall be composed of (3) three members: one selected by the Association, one selected by the City and the Chairperson. The Chairperson may be chosen either by mutual agreement of the Association and the City, or by the "strike" method from a list of neutrals provided by the State Mediation and Conciliation Service. If the Chairperson is selected by the strike method from the list of neutrals provided by the State Mediation and Conciliation Service, then the Grievance Advisory Committee shall be comprised of the selected neutral.
- b. From the date a grievance, otherwise meeting all criteria for the filing and processing of a grievance, reaches the Labor Relations Division, the Grievance Advisory Committee will attempt to convene within thirty (30) calendar days in order to hear the grievance.
- c. The neutral and Grievance Advisory Committee shall be bound by the language of * * * **these Terms and Conditions**, City Administrative Orders, ordinances, rules and regulations, and department rules and regulations consistent therewith in considering any issue properly before them. The neutral and Grievance Advisory Committee shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue not so submitted. The neutral and Grievance Advisory Committee may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to the date of the incident which gave rise to the grievance.

- d. The Grievance Advisory Committee shall conduct a hearing, and make a recommendation to the City Manager within thirty (30) calendar days of their last meeting.

Step Five

The City Manager or designee shall review the decision of the Fire Chief and recommendations of the Grievance Advisory Committee and shall render a written decision to the grievant within twenty-one (21) calendar days after receipt from the Grievance Advisory Committee.

6. Failure of the grievant to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
7. Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the grievant. All time limits herein may be extended by mutual agreement of the parties.

D. IN LIEU OF SUSPENSION

By mutual agreement between the Chief or designee and the affected employee, an employee suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation credits equal to the number of hours of suspension in lieu of the suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the appropriate amount of forfeited credits. This provision is not subject to the grievance procedure.

ARTICLE VI

DUES DEDUCTION

A. GENERAL

1. Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and the Association agree that all employees in this Unit shall be required, as a condition of continued employment, to join the Association or to pay the Association a service fee. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.
2. Any disputes regarding the interpretation of this Section shall be resolved through the grievance procedure except that any appeal of a termination resulting from the application of this Section shall be processed in accordance with the provisions of the FMC.

B. DUES CHECK-OFF

Rules governing dues check-off are set forth in FMC Section 3-620, as the same may be amended from time to time.

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card.
3. The service fee shall consist of, and not exceed, the standard initiation fee, periodic dues, and general assessments of the Association * * *. The Association shall not require a non-member of the Association to make any payment to a Political Action Committee, nor shall the Association include as a part of the service fee any amount to be used for political purposes.
4. In the event an employee covered hereunder does not authorize deduction of either Association dues or a service fee from the employee's paycheck and does not make such payment directly to the Association, the Association shall provide a certification, signed by the Association President, to the City of such failure. Prior to such certification, the Association shall notify the employee of its intent to provide certification to

the City, and give the employee an opportunity to respond within thirty (30) days. Certification shall be in the form of a letter from the Association to the City. Such failure by an employee shall constitute grounds for termination by the appointing authority.

5. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.

If a member in the Unit desires to revoke a dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card.

Dues Deduction Authorization and Revocation cards are available at the Finance Department, Payroll, and the Personnel Services Department.

6. Upon written authorization by a retired member of the Association, the City shall deduct Association deductions, credit union deductions and benefit fund deductions from the retirement check of such retired member and forward such deductions as designated in such authorization.

C. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The Association member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the City the amount which would have been deducted if the member had been in a pay status during the pay period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

D. DUES DEDUCTION

1. The deduction check covering all such deductions shall be transmitted to: Fresno City Firefighters Association Local #753, 710 R Street, Fresno, California 93721, or such address as may be provided to the City by the Association.
2. The deduction check shall be made in favor of:

Fresno City Firefighters Association Local #753.

ARTICLE VII

COMPENSATION AND BENEFITS

A. GENERAL

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted * * * **by these terms and conditions**, shall be continued * * *.

B. SALARIES

1. * * * **Effective June 30, 2014, salaries will be reduced by one percent (1%) as reflected in Exhibit I, attached hereto and incorporated by reference.**

[§ deleted]

2. The City will contribute \$36.00 per employee per pay period to the City's Deferred Compensation plan. In order for employees to receive this benefit the employee must personally enroll in the Deferred Compensation plan by contacting the deferred compensation administrator (Fidelity) and the Fire Department's payroll clerk and authorizing a contribution of at least thirty-six dollars (\$36.00) per pay period. This benefit is not pensionable, and payment will be prospective from the point of enrollment. **Notwithstanding any of the above, the City will not contribute to the to the Deferred Compensation plan beginning June 30, 2014.**

C. PENSION CONTRIBUTION

The following applies to an employee's pension contribution:

1. Pension Contribution: Effective **June 30, 2014** * * *, the City will **discontinue** paying two percent (2%) of the employee's pension contribution. * * *

If implementation of the above elimination of City contribution towards employee's pension is struck down by an administrative agency or court of competent jurisdiction, the above-eliminated City contribution shall be deemed as, and converted to, an equivalent salary reduction.

[§§ deleted]

2. **If elimination of the City's supplemental payment to DROP members under this provision is struck down by an administrative agency or court of competent jurisdiction, the eliminated supplemental payment shall be deemed as, and converted to, an equivalent salary reduction.**

D. HEALTH AND WELFARE

* * * The Fresno City Employees Health and Welfare Trust has the sole authority to determine the benefits that will be provided * * *. The sole responsibility of the City under this clause is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association.

* * * **Effective July 1, 2014 the City's contribution will be * * * eight hundred dollars (\$800) toward** the premium established by the Fresno City Employees Health and Welfare Trust Board. Employees may opt to contribute the amount necessary to make up the difference through payroll deductions, or accept a reduced coverage option.

Should any other represented bargaining unit in the City negotiate a successor MOU, or extend the period of an MOU, or have terms imposed resulting in a greater contribution by the City (including maintenance of percentage contributions) the City, upon the Association's written request, will match that benefit.

[§ deleted]

E. UNIFORM ALLOWANCE

Employees shall receive one thousand one hundred dollars (\$1,100) per year as a uniform purchase and maintenance allowance, and paid in semi-annual installments on the last pay period in December and June. Employees shall be responsible for purchase of safety shoes and turn out boots in accordance with the Department's policies.

F. OVERTIME/SHIFT REPLACEMENT AND PREMIUM PAY

1. Overtime/Shift Replacement:

- a. Overtime/Shift Replacement hiring is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties. Voluntary/non-voluntary overtime/shift replacement shall be processed on a rank-for-rank basis. If insufficient personnel are

available, the overtime/shift replacement will be **made available** to the next lower rank.

- b. Payment of overtime/shift replacement worked shall be at the rate of time and one-half.
- c. Employees will be compensated for training and travel time pursuant to the provisions of the Fair Labor Standards Act and City Administrative Orders.
- d. Employees on vacation or holiday time may be permitted to work available overtime/shift replacement **in accordance with the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy * * ***.
- e. Upon return to the fire station by a crew which has been held over past its normal relief time (i.e., 0800 hours), crew members shall perform those duties necessary to be performed prior to being relieved from duty, as determined by the company commander. The time required for performance of such duties shall be compensated at the applicable overtime/shift replacement rate. The department may promulgate such rules and regulations as may be necessary to provide guidelines for activities required to be performed prior to relief.
- f. Off-duty employees reporting to work to fill a roster position outside of their regularly scheduled work shift shall be paid a minimum of two hours at the overtime/shift replacement rate of pay.

On-duty employees who have previously agreed to work overtime, which commences at 0800 hours on the shift immediately following the shift that they are working, shall not be eligible for the two-hour minimum. In the event that the overtime/shift replacement period is cancelled or curtailed, the employees shall be paid only for the actual time worked.

- g. Overtime/Shift Replacement Hours-Conversion Rate Factor – An employee regularly assigned to a fifty-six (56) hour workweek schedule who works overtime/shift replacement on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a forty (40) hour workweek schedule shall be compensated at the overtime/shift replacement rate of time and one-half (1.5) times a 1.4 conversion rate factor for each overtime/shift replacement hour worked in the forty (40) hour position. In all other instances of overtime worked, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall

not be eligible for overtime/shift replacement compensation at the 1.4 conversion rate factor.

- (1) In addition to the paragraph above, an employee regularly assigned to a fifty-six (56) hour workweek schedule shall not be eligible for overtime/shift replacement compensation based on conversion to a forty (40) hour workweek pay rate for assigned work which is a regular part of suppression line job functions that are not otherwise regularly assigned to forty (40) hour workweek schedule employees (e.g., including but not limited to, promotional interview boards, suppression line training, emergency medical technician training, light duty, and special projects or committees).
- (2) An employee regularly assigned to a forty (40) hour workweek schedule who works overtime on a voluntary basis for the purpose of filling an absence created by an employee regularly assigned to a fifty-six (56) hour workweek schedule, or assigned to a Strike or OES Team, shall be compensated at the overtime/shift replacement rate of time and one-half (1.5) divided by a 1.4 conversion rate factor for each overtime/shift replacement hour worked in the fifty-six (56) hour position. In all other instances of overtime/shift replacement worked, an employee regularly assigned to a forty (40) hour workweek schedule shall not be eligible for overtime/shift replacement compensation at the 1.4 conversion rate factor.

2. Specialty Team Premium Pay:

There shall not be any stacking of Specialty Team premium pay or staff position assignment premium pays except for Team Coordinator pay as outlined below. Employees who qualify to receive more than one of these types shall receive only the largest of these premium pay amounts.

The selection of assignment to a Specialty Team shall be accomplished by solicitation of interested personnel. The rank/ranks of personnel shall be determined by the staffing needs of the Specialty Team. Personnel that express an interest shall be evaluated during a selection process and appointed to the Specialty Team based on the results of that process.

When applicable, personnel selected for a Specialty Team shall attend applicable specialized training recognized and approved by the Fire Chief or designee at a site designated by the City. The cost of this training shall be at the City's expense. Employees will be required to complete required training in order to be eligible for premium pay.

a. Hazardous Material Response Team (HMRT) Premium Pay

- (1) Personnel must be certified as a Hazardous Materials Technician or Specialist and must choose to be assigned to the designated Hazardous Materials station(s) for a minimum period of two years from the date of such appointment. In order to continue to remain eligible for HMRT premium pay, team members must attend any combination of 36 hours of approved continuing education classes or HMRT meetings in a rolling year and the successful completion of a Hazardous Materials physical provided by the City. The City agrees to provide a minimum 56 hours of training or HMRT meetings during that rolling year.
- (2) Fire Department Administration reserves the right to deny and/or terminate existing HMRT status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.
- (3) The Fire Department Administration will endeavor to maintain a minimum HMRT staffing level of 9 Fire Captains, 12 Firefighter Specialists and 6 Firefighters. Fire Administration shall attempt to maintain a minimum daily HMRT staffing level of five (5) persons that are certified to the level of Hazardous Materials Technician or Specialist which will be assigned to the designated Hazardous Materials station(s).
- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for HMRT who are performing the duties required of the assigned team and, who have completed required training, possess a valid certification, and are members of the HMRT, shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

b. Staff Position Assignments

Employees who accept administrative staff assignments, as defined by the Chief or designee, shall receive ten percent (10%) of "F" step salary scale for the class of Fire Captain on a monthly basis

prorated and paid to those employees who are assigned to an administrative staff assignment. This premium pay is pensionable.

c. Urban Search and Rescue Team (US&R) Premium Pay

- (1) Personnel must be qualified as an Urban Search and Rescue (US&R) Technician and must choose to be assigned to the designated US&R station(s) for a minimum period of two (2) years from the date of such appointment. In order to continue to remain eligible for US&R premium pay, team members must meet department standards for qualification. The City agrees to provide a minimum of seventy-two (72) hours of on duty time for US&R training during that rolling year.
- (2) Fire Department administration reserves the right to deny and/or terminate existing US&R status to any fire personnel. The reason(s) for such denial and/or termination shall be provided in writing to the affected person.
- (3) The Fire Department administration shall attempt to maintain a minimum daily US&R staffing level of five (5) persons that are qualified US&R technicians assigned to the designated US&R station(s) and a total of six (6) qualified US&R technicians on duty.
- (4) All personnel assigned to a specifically designated Station on a permanent and/or day-by-day basis for USAR assignment who are performing the duties required of the assigned team and who have completed required training, possess a valid certification, and are members of the US&R, shall receive a three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

d. Aircraft Rescue and Firefighting (ARFF) Team Premium Pay

All personnel assigned to a specifically designated station on a permanent and/or day-to-day basis for ARFF assignment and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

e. Fire Investigation Team Premium Pay

All personnel, except for the Fire Investigation Unit Supervisor, assigned to the Fire Investigation Team on a permanent and/or day-to-day basis and who are performing the duties of the assigned team shall receive three percent (3%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

f. Geographic Information Systems (GIS), Communications Team Premium Pay

Any other specialty team designated by the Chief assigned to a specifically designated Station (or assigned by the Chief) on a permanent and/or day-by-day basis, including Geographic Information Systems (GIS) and Communications Team shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable.

g. Team Coordinator Premium Pay

Employees assigned by the Chief as Team Coordinators on a permanent or day-by-day basis shall receive two percent (2%) of "F" step salary scale for the class of Fire Captain on a monthly basis prorated and paid during the acting period (full shift only). This premium pay is pensionable, and is stackable with other premium pays.

4. Education Incentive Pay (EIP):

a. Associate – Each employee who has been awarded an Associate Degree from an accredited institution of higher learning shall receive * * * one hundred dollars (\$100) per month.

b. Bachelors – Each employee who has been awarded a Bachelors Degree from an accredited institution of higher learning shall receive * * * one hundred-fifty dollars (\$150) per month.

c. Masters or Doctorate – Each employee who has been awarded a Masters or Doctorate Degree from an accredited institution of higher learning shall receive * * * two hundred-fifty dollars (\$250) per month.

- d. These EIP premiums are pensionable. The EIP premiums cannot be stacked with each other, but can be stacked with other premium pays.
- e. Honorary degrees or degrees which do not include a prescribed and completed course of study through an accredited institution of higher learning shall not be eligible for premium pay under these provisions. In order to be considered accredited, the accreditation must be received from the recognized list of accreditation associations of higher learning maintained by the U.S. Secretary of Education.
- f. Employees will receive the corresponding (EIP), prospectively, upon receipt by the Fire Department's payroll clerk and approval of sealed transcripts from the applicable accredited institution.

5. Certificate Premium Pay:

- a. Operations Certificate Premium Pay - * * * **Employees** holding a Hazardous Materials First Responder Operations Certificate from the California Specialized Training Institute; Firefighter I/II Certificates, a Rescue Systems I Certificate, a Confined Space Operations Certificate, and Driver Operator IA/IB Certificates from the California State Fire Marshal's Office shall receive fifty dollars (\$50) per month. (All of the above certificates are required in order to receive the fifty dollar (\$50) premium pay.)
- b. Certificate Premium Pay - Employees holding a Fire Officer Certificate from the Commission on Professional Credentialing or California State Fire Marshal's Office, and/or a Fire Instructor I Certificate, Training Instructor Certificate, and/or a Fire Investigator I Certificate from the California State Fire Marshal's Office shall receive * * * one hundred dollars (\$100) per month.
- c. Special Certificate Premium Pay – Employees holding a Fire Instructor III Certificate, Training Officer Certificate, a Fire Investigator II Certificate and/or Fire-Arson Investigator Certificate from the California State Fire Marshal's Office shall receive * * * one hundred seventy-five dollars (\$175) per month.
- d. Chief Officer/Executive Fire Officer Certificate - * * * **Employees** who have satisfactorily attained a Chief Officer Certificate through the Commission on Professional Credentialing or the California State Fire Marshal's Office or an Executive Fire Officer Certificate through the National Fire Academy shall receive two hundred twenty-five dollars (\$225) per month.

Certificate premium pays in this section are pensionable. The Certificate premium pays are not stackable with each other, but are stackable with other premium pays.

6. Bilingual Certification Program

The bilingual certification program consists of a City administered examination process whereby employees may apply for a Winter bilingual examination, and if certified by the examiner, receive bilingual premium pay for interpreting and translating. Bilingual premium pay is not pensionable under the first or second tier of the City Fire and Police Retirement System.

- a. Bilingual certification examinations will be conducted once a year. During the examination noticing period, examination applications will be available at the Personnel Services Department, Human Resources Division and City department personnel units.
 - (1) In order to qualify for the Winter examination, the application must be received by the Human Resources Division during the month of November, but no later than the last regular business day of November.
 - (2) **Employees must be recertified every five (5) years. For current bilingual employees, the number of initial recertifications may be staggered.**
 - (3) Bilingual examination application deadlines are not appealable or grievable.
- b. Bilingual certification examinations are conducted for Cambodian, Hmong, Laotian, Sign, Spanish, and Vietnamese languages.
- c. The bilingual premium pay rate for certified permanent employees is one hundred dollars (\$100) per month, regardless of how many languages for which an employee is certified.
 - (1) Certified employees * * * **shall** interpret/translate for departments/divisions they are not assigned to, provided the requesting department/division has a demonstrated customer service related need, and has obtained approval from the certified employee's supervisor.
 - (2) Certified employees shall not refuse to interpret/translate while on paid status. Refusal shall result in appropriate disciplinary action. Certified employees may be assigned to

any incident or investigation requiring their bilingual skills and may be required to prepare written reports related to the incident or investigation. The objective of this policy will be to utilize department resources in the most efficient way possible.

- (3) Except in the event of an emergency, bilingual employees who are not certified shall not be required to interpret/translate.

7. Acting

Due to the Fire Department's staffing requirements,* * * the department shall compensate personnel for acting four (4) hours or more in vacant positions in Suppression and Emergency Response units beginning with the first shift. Vacant positions are those as defined in the FMC. It is understood that the department does not intend to maintain vacant positions within such units however, vacant positions do occur in the above-mentioned units for varying periods of time due to absences of promotional lists and administrative delays in making appointments.

The Fire Department shall also compensate personnel for acting four (4) hours or more in non-vacant positions beginning with the first shift. It is understood these positions are being filled for absences due to illness, injury, special assignment, vacation, holiday, CTO, etc.

Compensation for acting to perform the duties of an absent employee, provisionally filling a vacant permanent position, an interim appointment or an appointment to a limited position shall be in accordance with the Fresno Municipal Code.

G. SICK LEAVE BENEFIT AT THE TIME OF ELECTION TO ENTER THE DEFERRED RETIREMENT OPTION PROGRAM (DROP) OR AT RETIREMENT

Effective September 25, 2007, a member of this Unit who enters Deferred Retirement Option Plan (DROP) shall have an amount equal to 50% of the number of the employee's remaining unused sick leave balance credited toward the computation of retirement benefits based on a fifty-six (56) hour workweek as if it were a one-time payment on the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.

* * * All employees of this unit who are participating in the DROP shall be credited the difference between the sick leave benefit credited upon entering the DROP and the sick leave benefit formula above applying the Alternative Definition of Average Compensation (Final Three Year Average Methodology) in

FMC Section 3-302. These employees will also be required to make a corresponding pension contribution for the difference in the sick leave benefit increase.

H. LEAVES

1. Holiday Leave

- a. Employees shall accrue, at the fifty-six (56) hour rate, thirteen (13) hours per month (this is equal to six and one-half (6.5) twenty-four (24) hour working shifts) as holiday leave in lieu of the Holidays recognized in FMC Section 3-116.
- b. Employees on a 56-hour week wishing to use holiday leave may do so in 4-hour to 24-hour increments in accordance with Administrative Manual 101.2 Constant Staffing Policy and shall provide a replacement of like rank to work the duration of their absence. The replacement shall be paid at the existing overtime rate and shall not be allowed to credit this time to CTO. It shall be the replacement's responsibility to work the agreed upon time period.

[§ deleted]

- c. Employees assigned to a 56-hour work week may request payment for up to 2.5 shifts of holiday leave balance annually. The payment will be at the straight time rate.
- d. If there are excess on-duty personnel, then holiday reliefs, at the department's option, may be relieved from their obligation to work. Relief of personnel under this subsection is governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.

[§§ deleted]

- e. Employees working a shift replacement while off on unscheduled holiday, may not apply the shift replacement hours to CTO.
- f. * * * **There** shall be a monthly cap of one hundred fifty-six (156) hours of accumulated Holiday Leave. Any Holiday Leave due above this cap will be paid down to the employee automatically.

2. Vacation Leave

a. Annual vacation leave for employees in this Unit will be:

Years of Continuous Employment	Accrual Rate (shifts)	Accrual Rate (1 year)	Accrual Rate (2 year maximum)
Less than 10	6	144	288
More than 10 but less than 20	8	192	384
More than 20 but less than 30	10	240	480
More than 30	12	288	576

b. Employees shall be allowed to draw vacation and holiday periods separately, by rank, by departmental seniority, subject to the provisions of the Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy. This policy may be modified by mutual agreement of the parties.

c. Employees with less than twenty (20) years shall not exceed accrual of three hundred * * * **eighty four (384)** hours of vacation. Employees who have been continuously employed for twenty (20) years but less than thirty (30) years shall not exceed accrual of four hundred eighty (480) hours of vacation. Employees who have been continuously employed for thirty (30) years shall not exceed five hundred seventy six (576) hours of vacation.

[§ deleted]

3. Sick Leave

a. Employees shall accrue sick leave at the rate of twelve (12) hours for each completed calendar month of employment, with unlimited accumulation. Unless otherwise modified, Administrative Manual 101.2 Constant Staffing Policy shall apply, as well as the FMC, City administrative orders, policies, procedures, rules and regulations concerning sick leave usage and administration. In the event of any conflict, Departmental policies and Administrative Manual 101.2 Constant Staffing Policy shall apply. The attendance/health incentive component detailed below also applies.

At service retirement employees working 40 hour work weeks who have used one hundred twelve (112) hours or less of sick leave and employees working 56 hour work weeks who have used one hundred sixty-eight (168) hours or less of sick leave (excluding hours used for Workers' Compensation benefits and/or protected leaves such as Family & Medical Leave and Family Sick Leave, and/or Bereavement Leave) in the 24 months preceding their date of retirement will be credited for all unused sick leave * * * fifty percent (50%) of the employee's then current base rate of pay, to be used solely to pay premiums for medical insurance (including COBRA premiums), pursuant to the City's Health Reimbursement Arrangement as set forth below.

(b) Family Sick Leave

Employees * * * **will be allowed to use up to half of annual sick leave accumulation for Family Sick Leave in accordance with California Labor Code 233.** Family Sick Leave shall be used only for those purposes defined in * * * California Labor Code **section 233.** Use of Family Sick Leave shall be authorized and recorded by the Fire Chief or designee.

(c) Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee. The Fire Chief or designee shall notify the Personnel Director when any employee is granted such leave. Immediate family, as used in this subsection, shall include parent, spouse or registered domestic partner, natural or legally adopted child, brother, sister, mother-in-law and father-in-law.

4. Compensation for Unused Leave

Employees eligible to receive payment for any unused leave balances (i.e., holiday, sick and vacation) shall be compensated for such accumulated leave balances based on accumulations calculated on a fifty-six (56) hour (24-hour shift) basis.

H. HEALTH REIMBURSEMENT ARRANGEMENT

The City currently maintains a Health Reimbursement Arrangement (HRA) that qualifies as a "health reimbursement arrangement" as described in Internal

Revenue Service (IRS) Notice 2002-45 and other guidance published by the IRS regarding an HRA. The City agrees to maintain the HRA such that it will continue to qualify as a health reimbursement arrangement * * *.

At separation from permanent employment with the City of Fresno by service retirement or at disability retirement if the employee is otherwise eligible for service retirement, the value of the employee's accumulated sick leave shall be credited to an account for the employee under the HRA. Such "value" shall be determined as follows:

* * *

- * * * The total number of all accumulated sick leave hours at the time of retirement, multiplied by fifty percent (50%) of the employee's then current hourly base rate of pay pursuant to the eligibility criteria as set forth in the Retirement Attendance/Health Incentive provision in Section H. Subsection 3.
- For the purpose of this benefit, the hourly base rate of pay for 56 hour work week employees shall be the equivalent of the base monthly salary for an employee as provided in **these Terms and Conditions** * * *, multiplied by twelve (12) months then divided by 2,912 hours.

* * *

At the employer's option, the * * * **accounts may** * * * be book accounts only – no actual trust account shall be established for any employee. Each HRA book account shall be credited on a monthly basis with a rate of earnings equal to the yield on the City's Investment Portfolio (provided that such yield is positive) but not to be below zero.

The HRA accounts shall be used solely to pay premiums for medical insurance (including COBRA premiums) covering the participant, the participant's spouse (or surviving spouse in the event of the death of the participant), and the participant's dependents. Once a participant's account under the HRA has been reduced to \$0, no further benefits shall be payable by the HRA. If the participant, the participant's spouse, and the participant's dependents die before the participant's account under the HRA has been reduced to \$0, no death benefit shall be payable to any person by the HRA.

J. JURY DUTY AND COURT TIME

Jury Duty - With the permission of the Fire Chief or designee, an employee who is required to report for and does report for jury duty may not be required to report for regular duty prior to jury service if such reporting is impractical or would cause the employee to be late for jury duty. If the employee is required to report

for jury duty on the day following a duty shift, the employee may be released up to one hour prior to the shift's end, if necessary, to assure timely attendance at jury duty. Employees shall not be required to refund to the City any mileage reimbursement received as a result of jury duty.

Court Time - The payment of Court time shall be in accordance with FMC Section 3-109.

K. RELIEF

Employees assigned to an apparatus shall be relieved from duty when;

1. The shift ends at 0800 hours or,
2. All employees of the oncoming shift assigned to that apparatus at shift change have signed on duty or,
3. An individual employee has been specifically relieved.

L. ABSENT WITH RELIEF (AWR)

1. In accordance with Section 7 (P)(3) of the Fair Labor Standards Act as discussed in 29 CFR 553.31, and with the approval of the Fire Chief or his designee, an employee may attend to Association or other personal matters by providing the City an off-duty employee of like rank to work for such absent employee. The City shall incur no additional liability due to such replacement nor shall the City assume any responsibility regarding "pay back" of such time. It shall be the duty of the employee to arrange for replacement and secure required approval not less than ten hours in advance of the requested absence. In cases of tardiness, the ten-hour notice requirement will be waived. In the event of an emergency, the ten hours notice may be waived with approval of the Fire Chief or designee. Such approval shall not be unreasonably withheld. An employee requesting approval of an AWR shall submit a document by which the substitute employee assigns to the City an amount of his/her salary equal to the salary which will accrue to the requesting employee during his/her absence. Such assignment shall be executed by the City solely for that portion of the requesting employee's shift which the substitute employee fails to work for any reason. In such event, the failure by the replacement employee to report or remain for duty shall not result in any loss of compensation to the requesting employee. No loss of compensation shall occur if the replacement provides a substitute employee of like rank during his/her absence. Approved AWR's shall not be revoked by the City.
2. No employee shall take an AWR for the purpose of other employment, self-employment included.

3. Employees working AWR at a specialty station shall not be entitled to premium pay unless the Department requires the employee to work at that station for specialty staffing purposes.
4. AWR's are governed by Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy, and may be modified by mutual agreement of the parties.

M. WORKERS' COMPENSATION

1. Notwithstanding the provisions of FMC Section 3-118, an employee who suffers an injury/illness in the course and scope of City employment shall receive one hundred percent (100%) of the employee's full wages or salary **in accordance with Labor Code section 4850.**

[§§ deleted]

2. If the employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined to be industrial, sick leave, vacation, holiday, or CTO shall be restored within thirty (30) calendar days of such determination, provided the employee has submitted all necessary documents relevant to the Workers' Compensation claim and the employee placed on work related injury/illness leave as provided herein.
3. If an employee is placed on sick leave, vacation, holiday, or CTO pending determination as to whether the injury or illness is industrial, and the injury or illness is determined not to be industrial, sick leave, vacation, holiday, or CTO shall not be restored and the absence will be considered as outlined in Fresno Fire Department Administrative Manual 101.2 Constant Staffing Policy.
4. Retirement benefits shall not be reduced as a result of compensation paid at the one hundred percent (100%) rate level of compensation established herein. Changes in contribution by the City and employee shall be in accordance with the applicable retirement code sections.
5. Taxes shall not be withheld on compensation at the one hundred percent (100%) rate which is paid due to an injury or illness sustained in the course and scope of employment with the City. In the event Federal tax regulations are amended to include compensation received while absent due to injury or illness suffered in the course and scope of employment as taxable income, the provisions of subsection 1. above regarding salary shall be of no force and effect.

6. Notwithstanding the provisions of the FMC, for the first sixty (60) days of absence in any fiscal year, benefits, including but not limited to holiday leave accumulation and uniform allowance, shall continue to accrue.

N. STARTING STEPS WHEN PROMOTED

* * * Firefighters and Firefighter Specialist promoted to the class of Fire Captain shall be appointed to the salary range step assuring a five percent (5%) pay increase. Firefighters promoted to the class of Firefighter Specialist shall be appointed to the salary range step assuring a five percent (5%) pay increase.
* * *

O. TRANSFERS

The Fire Department administration shall maintain policies and procedures that regulate transfer processes. Transfer policies and procedures are governed by Fresno Fire Department Administrative Manual 101.3 Transfer, and may be modified by mutual agreement between the Association and the Fire Chief. When all other considerations are equal, seniority shall be the major factor in making transfers; however, the needs of the service shall be paramount in determining the employee to be transferred from one shift to another or from one station to another, as determined by the Fire Chief or designee.

P. TEMPORARY REASSIGNMENTS

1. A temporary reassignment is defined as the reassignment of an employee, typically for a 24-hour period, in order for the department to meet daily staffing requirements. Although temporary reassignments may extend past the typical 24-hour period, in no case is a temporary reassignment intended to become a permanent transfer. Whenever possible, seniority should be considered.
2. **Compensation for use of a personal vehicle shall be in accordance with Fire Administrative Manual Section 108.2 – Mileage Reimbursement.**

Q. THREE PERSONS FOR 2 HOURS

If staffing on an engine or truck company falls below three (3) for more than two (2) hours, the unit will be placed out of service and employees will be reassigned to other equipment or stations.

R. FIRE SUPPRESSION SERVICE DELIVERY

1. The City intends for the members of this Unit to be the providers of fire suppression to the City of Fresno. This does not preclude instant aid agreements, reciprocal or non-reciprocal aid agreements, or other interim measures to accomplish this intent, nor is it intended to restrict the ability of the City to determine the mission of its Fire Department.

Reduction in staffing levels shall be accomplished by attrition for those employees in Unit 5 and any employees in Unit 10 who may be placed in Unit 5 who are employed by the City as of June 30, 2011. Any employee hired on or after July 1, 2011 is subject to layoff provisions of the Fresno Municipal Code, including release from employment.

2. Nothing herein is intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

S. AMERICANS WITH DISABILITIES ACT (ADA), FAMILY MEDICAL LEAVE ACT (FMLA), CALIFORNIA FAMILY RIGHTS ACT (CFRA) AND WORKPLACE VIOLENCE

The requirements mandated by these statutes have been established in City policies (Administrative Order manual and Injury and Illness Prevention Program handbook) and the Family Medical Leave Act handbook.

T. HOURS OF WORK AND SCHEDULES

1. The workweek for the City for 5/8 and 4/10 schedules begins on Monday at 12:01 a.m. and ends the following Sunday at midnight. The comparison of hours between a 5/8 and or 4/10 with that of a twenty-four (24) hour schedule, or vice versa, utilizes a conversion factor of * * * 1.4.
2. Each 9/80 work schedule will consist of eight 9-hour shifts, one 8-hour shift and one day off per 14-day period broken down into two 40-hour per week Fair Labor Standards Act (FLSA) work weeks. All employees working a 9/80 work schedule shall have an FLSA work week which begins four hours after the start time of the day of the week which constitutes the employee's alternating day off. This shall be an 8-hour shift. The work week shall end exactly 168 hours later. Scheduling of days off is determined by management, but must be on a Monday or Friday.
3. Workweek schedules are established by the department/divisions based upon the need to provide service to the public/other city departments.
4. For 5/8, 9/80 and/or 4/10 schedules, position assignments by classification, staffing levels, workweek schedules, and days off are

determined solely by management, and are subject to change based on varying workload, the addition of authorized staffing, and department operational and service needs.

- a. Employees temporarily/permanently assigned to perform administrative tours of duty are assigned by management to a 5/8 or 4/10 workweek schedule, or combination thereof, or a 9/80 workweek schedule. (Light duty is not considered temporary/permanent administrative tour of duty.) Based on the needs of the service, an employee's work schedule may be modified with at least five calendar days written notice to the affected employees. In the event of an emergency, such work schedule may be modified with less notice.
- b. The hours for a 5/8 workweek consist of five, eight hour days with two consecutive days off. The hours for a 4/10 workweek consist of four, ten hour days with three days off, of which two of the days off will be consecutive. Scheduling of days off is determined by management.
- c. For a 5/8 workweek schedule, hours worked in excess of eight hours for a regular work day, or for all hours worked on a first day off, are compensated at one and one-half times the base/straight time rate of pay, and at two times the base/straight time rate of pay for the second day off. For a 4/10 workweek schedule, hours worked in excess of ten hours for a regular work day, or for all hours worked on either both of the first two days off are compensated at one and one-half times the base/straight time rate of pay, and at two times the bases/straight time rate of pay for the third day off.

For a 9/80 work week schedule, hours worked in excess of 9 hours for a regular workday scheduled for 9 hours or in excess of 8 hours on a regular calendar workday scheduled for 8 hours will be compensated at one and one-half time the regular rate of pay. For scheduled days off, work on two consecutive regular days off will be paid in accordance with 5/8 workweek schedules above, while work on the three consecutive regular days off will be paid in accordance with 4/10 workweek schedules above.

- d. An employee working on 5/8, 9/80 or 4/10 schedule who is required to and does work on a holiday which is a regularly scheduled workday, will receive the employee's base/straight time rate of pay.

- e. Leave requests to take a holiday off are required for all hours requested that day. Leave requests for all time off are processed utilizing a conversion factor of * * * **1.4**.

Personnel assigned to a 40 hour schedule may take holiday leave in any increment of time.

- f. Personnel assigned to a 40 hour schedule may work a holiday by requesting and receiving prior approval from their immediate supervisor.

- 5. **The 2/4 schedule shall be the normal work schedule for employees on a 56 hour work week. The 2/4 schedule will consist of two 24-hour worked back to back, with four shifts off (e.g. AABBCCAABBCC). All transfers and movement of relief personnel in such manner as to avoid having employees work greater than 72 consecutive hours.**

ARTICLE VIII

HEADINGS/REFERENCES/CITATIONS

A. Headings:

* * * Article, provision, and paragraph headings (includes exhibits, addendums, attachments * * *) contained herein are solely for the purpose of convenience, and shall not affect the construction or interpretation of any of the language of * * * **these Terms and Conditions.**

B. References/Citations:

References/citations in **these Terms and Conditions** * * * (includes exhibits, addendums, attachments * * *) to any existing federal, state, or City ordinances, rules, regulations, policies, Administrative Order Manual, Personnel Manual sections and subsections thereof, Salary Resolution sections and subsection thereof, and side letters) in no way incorporates said references/citations into **these Terms and Conditions** * * *, unless so noted.

ARTICLE IX

SAVING CLAUSE/FULL UNDERSTANDING

[§ deleted]

- C. Nothing in this Article shall be interpreted to mean that the parties waive any rights under the Meyers-Milias-Brown Act, Government Code Section 3500, *et.seq.*

The terms of the attached side letters remain in full force in effect.

EXHIBIT I - SALARIES

Non Management Fire Unit 5 Salaries – Effective 6/30/14 (1% decrease)						
STEP	A	B	C	D	E	F
Firefighter Trainee*	16.44 per hour					
Firefighter Trainee**	4380					
Firefighter	4867	5110	5367	5635	5918	6216
Firefighter Specialist	5451	5723	6011	6310	6626	6957
Fire Captain	6084	6389	6709	7045	7398	7769
Fire Investigation Unit Supervisor	6084	6389	6709	7045	7398	7769

* upon graduation of the Academy until appointed to rank of Firefighter

** while attending the City of Fresno Fire Department Academy

IAFF, Local 753, MOU Article VII H. 1.h
Special Circumstances

Exhibit II

1. Effective August 5, 2013, there shall be a monthly cap of three hundred twelve (312) hours of accumulated Holiday leave for the President, Vice-President, and Secretary/Treasurer for IAFF, Local 753. The three hundred twelve (312) hour accrual balance cap for these elected officer's shall remain for a period of one year after the conclusion of their term of office after which any excess over one hundred fifty-six (156) hours shall be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. Employee ID and names subject to this 312 accrual cap maximum for IAFF officers as of August 5, 2013 are:

05131 - Short, Craig 00092 - Wanless, Kirk 08257 - Sanders II, Royce D
06405 - Flores, Pete

2. The employee listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented on August 5, 2013. This employee shall exhaust holiday hours at the rate of no less than three hundred twelve (312) hours per fiscal year until this bank of hours is exhausted. If less than 312 holiday hours are taken off in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employee and is not applicable to any other employees of IAFF, Local 753.

02624 – Smith, Gerald

3. The employees listed below will NOT be subject to the automatic holiday cashout provisions outlined in the IAFF, Local 753, MOU Article VII H. 1. h. to be implemented August 5, 2013. In consideration that these employees were accruing holiday balances in anticipation of entering the DROP program and that maintaining these accrued balances is no longer required for the DROP calculation, these employees shall be afforded an opportunity to exhaust excess holiday hours. The below employees shall exhaust any holiday excess hours above 156 cap at the rate of no less than 312 hours per fiscal year (or the pro-rated equivalent based on the individuals excess hours) until the holiday balance is at or below the 156 hour holiday cap threshold, at which time the employee will be subject to the automatic holiday cashout provisions from that time forward. If less than 312 holiday hours (or pro-rated equivalent) are taken in a fiscal year, the employee will be become subject to the automatic holiday cashout provisions and be cashed out in accordance with IAFF, Local 753, MOU Article VII H. 1. h. This provision pertains to the below listed employees and is not applicable to any other employees of IAFF, Local 753. The department will monitor leave usage and notify Payroll when to begin applying MOU Article VII H. 1. h. Employees Excluded from Local 753, MOU Article VII H. 1. H at August 5, 2013 are:

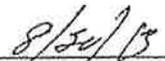
04037 – Reitz, Randall 01066 – Webster, Roy
00098 – Young, Gary

4. Employee 04335 will NOT be subject to the automatic holiday cashout as this employee has been acting in a U10 Battalion Chief position pending approval to fill the position on a permanent basis.

04335 – French, Lawrence



City Manager



Date

**Agreement between
City of Fresno**

and

Employee Organizations Representing City of Fresno Employees

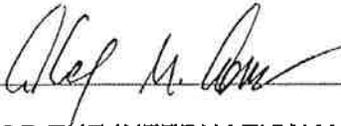
This agreement was reached in an effort to lower the current cost of the monthly health contribution rates between March 1, 2009 and June 30, 2010 as set by the Fresno City Employees Health and Welfare Trust (Trust) thereby assisting to ameliorate fiscal developments faced by the City of Fresno (City). The agreement also provides short term guarantees by the City for the unencumbered reserve of the Trust while setting a long term minimum of four (4) months for the Trust unencumbered reserve. This agreement sets forth the full and entire understanding of the City and Bargaining Units whose representatives have signed this agreement regarding these matters. This Agreement is effective March 1, 2009 and will remain in force so long as the Trust agrees to maintain a health contribution rate that is calculated to maintain a minimum of a four (4) month unencumbered reserve as calculated by the actuary selected by the Trust (actuary).

1. This agreement will be effective only if the provisions below affecting the Trust are approved by a majority of affected represented bargaining units and the City Council and if the Trust sets a monthly health contribution rate of seven hundred twenty-nine dollars (\$729) effective March 1, 2009 through June 30, 2010.
2. The parties agree that, for the period March 1, 2009 through June 30, 2010, if the Trust unencumbered reserve falls below a four (4) month unencumbered reserve as calculated by the actuary selected by the Trust for two (2) consecutive months, the City will pay to the Trust an amount sufficient to restore the level of the Trust unencumbered reserve to four (4) months.
3. The restoration to a four (4) month unencumbered reserve must occur within 30 days notice to the City by the Trust's third party administrator. This payment by the City shall not be utilized in the calculation of the amounts due by the City and employees for established Trust health contribution rates.
4. Effective June 30, 2010 if the Trust unencumbered reserve is calculated by the actuary selected by the Trust to be less than a four (4) month unencumbered reserve, the City will pay an amount to the Trust sufficient to restore the level of the unencumbered reserve to four (4) months. This payment by the City shall not be utilized in the calculation of the amounts due by the City and employees for established Trust health contribution rates.
5. The parties agree that, for the monthly health contribution rate effective July 1, 2010 and for all subsequent monthly health contribution rates, the Trust will set a monthly health contribution rate not less than the rate calculated by the actuary

selected by the Trust necessary to maintain a minimum unencumbered reserve of four (4) months.

6. The parties will support amendments to the Trust necessary to implement this agreement.

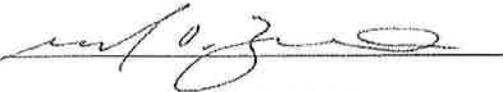
FOR THE FRESNO CITY
EMPLOYEES ASSOCIATION:



FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 753, BASIC UNIT:



FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 100:



FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 753, MANAGEMENT UNIT:



FOR THE CITY OF FRESNO
MANAGEMENT EMPLOYEES
ASSOCIATION:



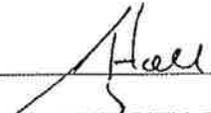
FOR THE AMALGAMATED TRANSIT
UNION, LOCAL 1027



FOR THE FRESNO POLICE OFFICERS
ASSOCIATION, BASIC UNIT:

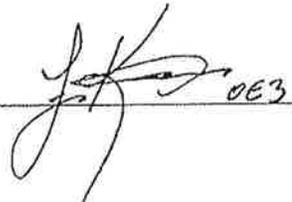


FOR THE FRESNO POLICE OFFICERS
ASSOCIATION, MANAGEMENT UNIT:



FOR THE CITY OF FRESNO
PROFESSIONAL EMPLOYEES
ASSOCIATION:

FOR THE FRESNO AIRPORT PUBLIC
SAFETY SUPERVISORS:



Attachment F

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

Job Classification	W2 Amount
Fire Captain	148,542.71
Fire Captain	145,611.10
Fire Captain	143,278.87
Fire Captain	142,866.16
Fire Captain	135,972.11
Fire Captain	135,755.52
Fire Captain	133,159.85
Fire Captain	132,816.72
Fire Captain	131,221.05
Fire Captain	128,237.46
Fire Captain	127,871.19
Fire Captain	127,788.69
Fire Captain	126,558.34
Fire Captain	126,116.54
Fire Captain	126,094.31
Fire Captain	124,897.10
Fire Captain	124,634.32
Fire Captain	124,251.92
Fire Captain	123,971.60
Fire Captain	123,344.25
Fire Captain	123,311.44
Fire Captain	122,429.51
Fire Captain	122,073.87
Fire Captain	121,745.51
Fire Captain	121,509.63
Fire Captain	121,357.85
Fire Captain	120,610.01
Fire Captain	120,585.86
Fire Captain	120,273.69
Fire Captain	119,173.60
Fire Captain	119,048.01
Fire Captain	118,980.67
Fire Captain	118,925.10
Fire Captain	118,245.27
Fire Captain	118,218.34
Fire Captain	118,214.97
Fire Captain	118,016.42
Fire Captain	117,875.19
Fire Captain	117,758.72
Fire Captain	117,549.90
Fire Captain	117,236.59
Fire Captain	116,330.12
Fire Captain	116,110.63
Fire Captain	115,920.96
Fire Captain	115,797.41

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

Job Classification	W2 Amount
Fire Captain	115,379.07
Fire Captain	115,345.96
Fire Captain	115,021.71
Fire Captain	114,398.57
Fire Captain	114,150.95
Fire Captain	113,421.64
Fire Captain	113,418.56
Fire Captain	112,742.20
Fire Captain	112,490.64
Fire Captain	112,270.51
Fire Captain	111,889.79
Fire Captain	111,822.69
Fire Captain	111,771.93
Fire Captain	111,525.41
Fire Captain	111,398.35
Fire Captain	111,370.92
Fire Captain	111,153.46
Fire Captain	110,435.87
Fire Captain	108,850.90
Fire Captain	108,578.67
Fire Captain	108,472.33
Fire Captain	108,436.10
Fire Captain	107,835.46
Fire Captain	107,738.30
Fire Captain	107,099.32
Fire Captain	106,814.37
Fire Captain	106,568.88
Fire Captain	105,529.53
Fire Captain	105,509.28
Fire Captain	105,375.02
Fire Captain	104,803.42
Fire Captain	104,268.95
Fire Captain	103,651.42
Fire Captain	103,386.36
Fire Captain	102,841.18
Fire Captain	102,476.94
Fire Captain	100,261.61
Fire Captain	99,761.51
Fire Captain	99,543.44
Fire Captain	99,075.50
Fire Captain	98,578.96
Fire Captain	98,216.88
Fire Captain	97,274.52
Fire Captain	96,937.72
Fire Captain	92,586.50

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

Job Classification	W2 Amount
Fire Captain	89,989.72
Fire Investigation Unit Supv	116,024.28
Firefighter	107,210.85
Firefighter	104,949.12
Firefighter	104,187.09
Firefighter	103,570.29
Firefighter	101,714.66
Firefighter	101,073.49
Firefighter	100,920.29
Firefighter	99,887.53
Firefighter	99,562.92
Firefighter	97,889.30
Firefighter	97,866.87
Firefighter	97,569.75
Firefighter	97,291.95
Firefighter	97,095.47
Firefighter	97,035.22
Firefighter	96,298.13
Firefighter	95,991.71
Firefighter	94,403.28
Firefighter	93,915.88
Firefighter	93,225.41
Firefighter	93,120.55
Firefighter	93,030.48
Firefighter	92,958.62
Firefighter	92,756.51
Firefighter	92,600.30
Firefighter	92,515.95
Firefighter	92,095.37
Firefighter	91,690.74
Firefighter	91,507.16
Firefighter	91,446.34
Firefighter	91,155.13
Firefighter	90,580.47
Firefighter	89,967.09
Firefighter	89,784.62
Firefighter	89,730.42
Firefighter	89,717.17
Firefighter	89,538.71
Firefighter	88,786.81
Firefighter	88,763.83
Firefighter	88,619.15
Firefighter	88,554.38
Firefighter	88,433.04
Firefighter	88,122.24

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

Job Classification	W2 Amount
Firefighter	87,889.51
Firefighter	87,835.09
Firefighter	87,548.99
Firefighter	87,344.81
Firefighter	87,187.64
Firefighter	87,098.32
Firefighter	86,827.17
Firefighter	86,570.63
Firefighter	86,479.17
Firefighter	86,429.50
Firefighter	86,281.07
Firefighter	86,054.79
Firefighter	85,785.33
Firefighter	85,447.98
Firefighter	85,392.99
Firefighter	85,091.40
Firefighter	85,036.67
Firefighter	84,958.38
Firefighter	84,781.25
Firefighter	84,690.14
Firefighter	84,530.50
Firefighter	84,436.72
Firefighter	84,308.60
Firefighter	84,268.52
Firefighter	84,267.75
Firefighter	84,105.64
Firefighter	83,563.18
Firefighter	83,540.05
Firefighter	83,008.27
Firefighter	82,969.29
Firefighter	82,880.36
Firefighter	82,867.27
Firefighter	82,857.65
Firefighter	82,817.73
Firefighter	82,015.60
Firefighter	81,838.33
Firefighter	81,537.11
Firefighter	81,495.11
Firefighter	81,249.79
Firefighter	81,058.31
Firefighter	80,937.73
Firefighter	80,316.24
Firefighter	80,015.81
Firefighter	79,806.96
Firefighter	79,335.21

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

Job Classification	W2 Amount
Firefighter	78,773.00
Firefighter	78,054.61
Firefighter	77,537.86
Firefighter	76,585.69
Firefighter	76,508.98
Firefighter	76,142.96
Firefighter	75,797.18
Firefighter	45,246.08
Firefighter	40,934.07
Firefighter	36,107.38
Firefighter	30,470.48
Firefighter	21,265.86
Firefighter Specialist	124,788.15
Firefighter Specialist	121,740.25
Firefighter Specialist	120,648.39
Firefighter Specialist	118,910.66
Firefighter Specialist	117,731.75
Firefighter Specialist	116,109.29
Firefighter Specialist	115,424.31
Firefighter Specialist	115,066.76
Firefighter Specialist	114,916.12
Firefighter Specialist	113,492.26
Firefighter Specialist	113,357.33
Firefighter Specialist	112,920.54
Firefighter Specialist	111,732.46
Firefighter Specialist	111,444.60
Firefighter Specialist	111,351.35
Firefighter Specialist	110,267.07
Firefighter Specialist	110,047.96
Firefighter Specialist	110,026.14
Firefighter Specialist	109,978.15
Firefighter Specialist	109,690.18
Firefighter Specialist	109,539.61
Firefighter Specialist	109,516.01
Firefighter Specialist	109,447.14
Firefighter Specialist	108,855.58
Firefighter Specialist	107,818.92
Firefighter Specialist	107,769.27
Firefighter Specialist	107,760.89
Firefighter Specialist	107,224.47
Firefighter Specialist	106,504.60
Firefighter Specialist	106,062.06
Firefighter Specialist	106,021.00
Firefighter Specialist	105,486.74
Firefighter Specialist	105,159.96

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

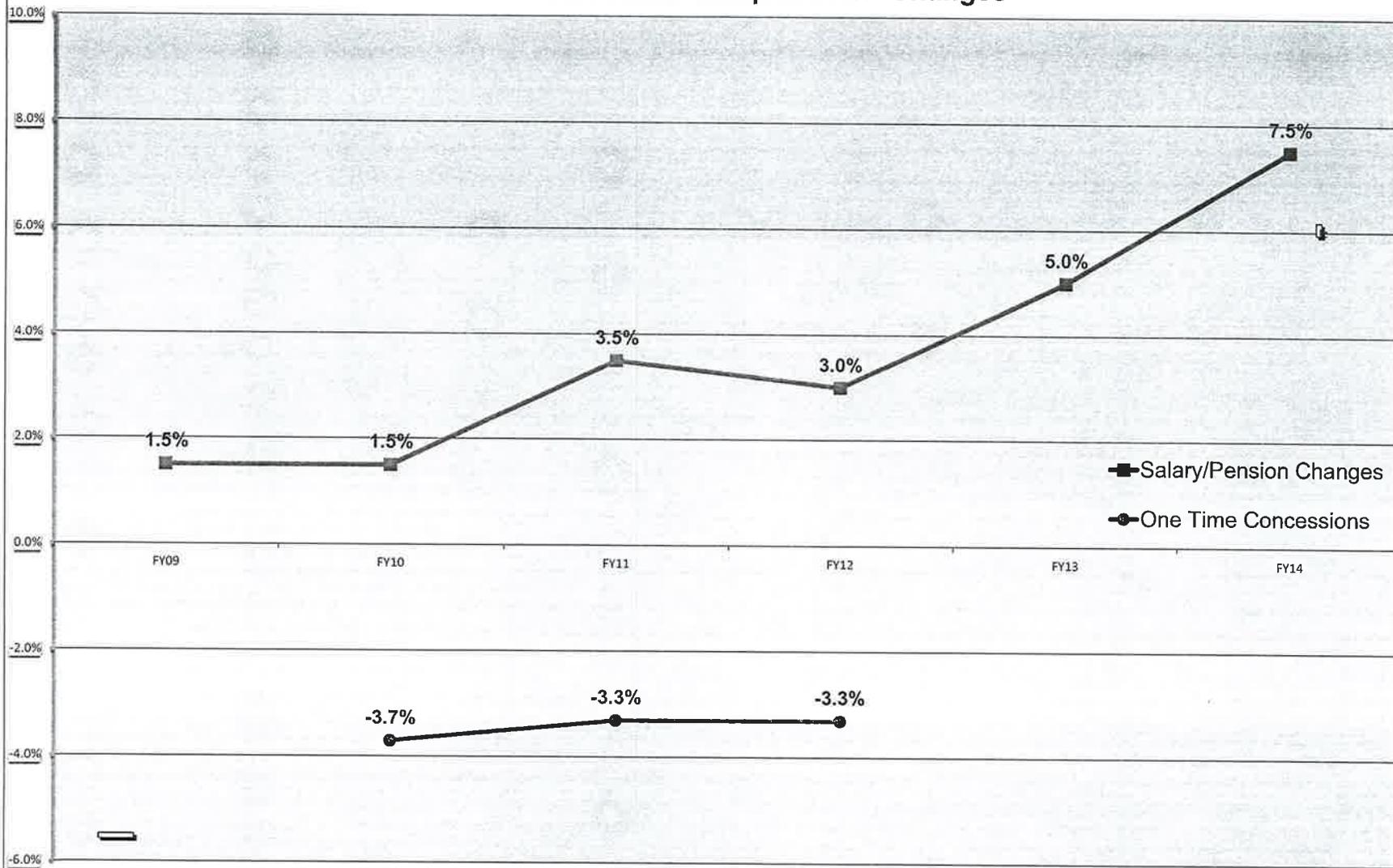
Job Classification	W2 Amount
Firefighter Specialist	105,099.52
Firefighter Specialist	104,814.26
Firefighter Specialist	104,635.90
Firefighter Specialist	104,554.27
Firefighter Specialist	103,694.58
Firefighter Specialist	103,523.86
Firefighter Specialist	103,443.45
Firefighter Specialist	103,438.22
Firefighter Specialist	103,436.06
Firefighter Specialist	102,731.53
Firefighter Specialist	102,659.61
Firefighter Specialist	102,435.12
Firefighter Specialist	102,318.19
Firefighter Specialist	102,212.79
Firefighter Specialist	101,569.61
Firefighter Specialist	101,565.39
Firefighter Specialist	101,098.58
Firefighter Specialist	101,009.00
Firefighter Specialist	100,942.91
Firefighter Specialist	100,871.80
Firefighter Specialist	100,741.76
Firefighter Specialist	100,488.81
Firefighter Specialist	100,249.85
Firefighter Specialist	99,821.29
Firefighter Specialist	99,391.57
Firefighter Specialist	99,305.43
Firefighter Specialist	99,034.54
Firefighter Specialist	98,939.53
Firefighter Specialist	98,873.64
Firefighter Specialist	97,416.48
Firefighter Specialist	97,345.63
Firefighter Specialist	96,736.83
Firefighter Specialist	96,301.73
Firefighter Specialist	96,083.01
Firefighter Specialist	96,029.54
Firefighter Specialist	95,708.09
Firefighter Specialist	95,476.28
Firefighter Specialist	95,358.46
Firefighter Specialist	94,960.73
Firefighter Specialist	94,809.46
Firefighter Specialist	94,761.20
Firefighter Specialist	94,669.73
Firefighter Specialist	94,574.21
Firefighter Specialist	94,321.04
Firefighter Specialist	94,207.81

**UNIT 5, FIRE BASIC
W2 AMOUNTS - 2013**

Job Classification	W2 Amount
Firefighter Specialist	94,102.25
Firefighter Specialist	92,867.14
Firefighter Specialist	92,375.19
Firefighter Specialist	92,230.69
Firefighter Specialist	91,914.17
Firefighter Specialist	91,653.94
Firefighter Specialist	90,410.89
Firefighter Specialist	90,113.36
Firefighter Specialist	89,945.39
Firefighter Specialist	89,780.75
Firefighter Specialist	89,565.01
Firefighter Specialist	89,020.93
Firefighter Specialist	88,526.58
Firefighter Specialist	88,411.30
Firefighter Specialist	88,360.91
Firefighter Specialist	87,680.33
Firefighter Specialist	87,580.56
Firefighter Specialist	87,008.05
Firefighter Specialist	72,437.62
Firefighter Specialist	68,419.45
Firefighter Specialist	33,905.96
	29,166,883.12

Attachment G

Fire Basic Compensation Changes



Attachment H

Modified Tentative Agreement

Unit 5
January 7, 2014

	FY 2014 Effective 2/10/14	FY 2015	FY 2016	Total
3 Percent Employee Contribution to Pension ¹ (Cease 2 Percent City Contribution and 1 Percent EE Pickup)	\$ 250,900	\$ 724,800	\$ 724,800	\$ 1,700,500
2.5 Percent Salary Increase @ 1/1/16	0	0	(302,000)	(302,000)
Salary Increase Impact to Pension ^{1,2}	0	0	(58,000)	(58,000)
Salary Increase Impact to Medicare ¹	0	0	(4,400)	(4,400)
Salary Increase Impact to Overtime (Based on FY 2013 Actuals)	0	0	(28,900)	(28,900)
Deferred Compensation Savings ⁴	93,600	270,500	0	364,100
Health and Welfare Contribution: Cap City Contribution at \$800 Yr. 1, \$840 Yr. 2 and \$882 Yr 3 ³	78,100	95,700	(49,900)	123,900
Total Savings	\$ 422,600	\$ 1,091,000	\$ 281,600	\$ 1,795,200
FY 2014 Adopted Appropriations - Salary/Fringe Budget	\$ 33,993,600			
Savings as a Percentage of FY14 Salary/Fringe Budget 1% = \$339,993	1.24%	3.21%	0.83%	

¹Current employer pension and medicare contribution rates are 20.19 and 1.45 percent, respectively.

²Pension impact calculation excludes costs derived from pensionable premium pays.

³Deferred compensation benefit ends on February 10, 2014 and resumes on June 29, 2015.

⁴Savings calculation is the difference between the current City contribution rate of \$867 and the proposed City contribution rate of \$800 in Year 1 (effective March 1, 2014), \$840 in Year 2 and \$882 in Year 3.

*This analysis used 289 FTE as the employee count for Units 5.

**The Total column represents budgetary savings.

***All calculations based on a 2912 hour yearly work schedule.