

The following items are included as a result of City Council action on December 2, 2009, as referenced with the file number and applicable motions below:

File No. B2009-17

Motion: (Saul/Sena-Miranda) That Council suspends the funding of the step plan for this fiscal year for both collective bargaining agreements. Motion carried by voice roll call vote of 5-1-0 with Caetano voting no and Mulhern being absent.

Motion: (Saul/Sena-Miranda) That Council accepts the Administration's recommendation to annualize the salaries of the individuals so that each employee has equity within each classification and step and those individuals in the same step are paid the same amount for the fiscal year. Motion carried by voice roll call vote of 5-1-0 with Caetano voting no and Mulhern being absent.

Motion: (Dingfelder-Miller) That Council accepts the Union's recommendation and rejects the Administration's recommendation regarding the Master Patrol Officer and Senior Steps issue within Article 14 of the Officers through Sergeants Collective Bargaining Agreement. Motion was not adopted with Saul-Sena and Miranda voting no; Caetano being absent at vote; and Mulhern being absent.

Motion: (Saul/Sena-Dingfelder) That Council continues the vote on said motion to the December 3, 2009 agenda for full Council action. Motion carried with Caetano being absent at vote and Mulhern being absent.

Motion: (Saul/Sena-Miranda) That Council schedules the vote on said motion on December 3, 2009 at 10:30 a.m. and be addressed first under Staff Reports and Unfinished Business. Motion carried.

Motion: (Miranda-Saul/Sena) That Council approves the Special Magistrate's recommendation regarding annual leave within Article 19. Motion carried with Caetano being absent at vote and Mulhern being absent.

Motion: (Dingfelder-Miranda) That Council supports the Administration's recommendation and rejects the Special Magistrate's recommendation regarding Special Payments within Article 30. Motion was not adopted with Miller and Scott voting no, Caetano being absent at vote, and Mulhern being absent.

Motion: (Dingfelder-Miranda) That Council continues the vote said motion to the December 3, 2009 agenda for full Council action immediately after the motion regarding the Master Patrol Officer and Senior Steps issue within Article 14 of the Officers through Sergeants Collective Bargaining Agreement. Motion carried with Caetano being absent at vote and Mulhern being absent.

Motion (Saul/Sena-Miranda) That Council schedules the vote on said motion on December 3, 2009 at 10:30 a.m. and be addressed first under Staff Reports and Unfinished Business. Motion carried.

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File No. B2009-17

Motion: (Dingfelder-Miller) That Council accepts the Union's recommendation and rejects the Administration's recommendation regarding the Master Patrol Officer and Senior Steps issue within Article 14 of the Officers through Sergeants Collective Bargaining Agreement. Motion was not adopted with Saul-Sena and Miranda voting no; Caetano being absent at vote; and Mulhern being absent.

Motion: (Dingfelder-Miranda) That Council supports the Administration's recommendation and rejects the Special Magistrate's recommendation regarding Special Payments within Article 30. Motion was not adopted with Miller and Scott voting no, Caetano being absent at vote, and Mulhern being absent.

Motion: (Saul/Sena-Miller) That Council removes said items from the agenda. Motion carried.

Motion: (Saul/Sena-Dingfelder) That the memorandum presented by Chair Scott from Kimberly Crum, Director of Human Resources, confirming that the PBA and the City have reached agreement on the remaining impasse items, be received and filed. Motion carried.

ARTICLE 14

WAGES

14.1 Wages. The salaries paid employees of the unit shall be those set forth in Appendix A of this Agreement.

Merit/step increases contained in Article 14.2 and 14.3 are suspended for FY2010 (from October 1, 2009 through September 30, 2010). Effective October 1, 2010, the merit increases contained in Article 14.2 and 14.3 shall resume unless the FY2011 contract provides otherwise.

14.2 Promotions/Assignments. Employees who are promoted to Lieutenant shall be placed at the first step of the pay grade or the step, which provides an increase in pay whichever is higher. If the promotion is within 90 days of the employee's annual salary review date, then the employee is placed at the rate of pay which is one step beyond the rate of pay that the employee would have received but for the promotion.

14.3 Promotional Probation. Employees shall serve a promotional probationary period of six months and shall be eligible for a step increase after one year of satisfactory performance and annually thereafter up to the maximum step of the pay grade.

14.4 Demotions. Employees who are demoted from promotional positions (see Article 35) after completion of the promotional probationary period shall be placed at the step of the new pay grade as follows: A voluntary demotion shall be to the step of the new pay grade with the same rate of pay if available or the next lowest rate of pay, or the highest step of the new pay grade, whichever is lower; a disciplinary demotion shall be to the step of the pay grade equivalent to the employee's length of service with credit for any step increases that the employee achieved during the promotion, provided that placement shall not exceed the maximum step of the new pay grade. An employee demoted during the promotional probationary period shall be placed at the same pay which the employee had prior to the promotion.

14.5 Salary Review Dates. (Anniversary Step Increases). The City shall continue its current policy that in the event that an employee is on a suspension, leave of absence, or layoff for a cumulative period in excess of 30 days, the employee's salary review date is delayed by the number of days over the 30 days; for employees serving probationary periods the salary review date is delayed for the complete cumulative period (including the 30 days).

ARTICLE 19
ANNUAL LEAVE

19.1 Rate of Leave. Annual leave shall be granted to all employees for hours actually worked on the basis of 3.8 hours for each bi-weekly payroll period. All leave shall be calculated in tenths of an hour.

19.2 Additional Earned Annual Leave. The leave account of each employee shall be credited with additional annual leave hours for each five (5) years of continuous service as set forth below:

<u>ADDITIONAL EARNED</u>		
<u>FOR SERVICE OF AT LEAST BUT LESS THAN ANNUAL LEAVE HOURS</u>		
5 Years	10 Years	22.8
10 Years	15 Years	34.2
15 Years	20 Years	57.0
20 Years	25 Years	68.4
25 Years	30 Years	91.2
30 Years	35 Years	102.6
35 Years	40 Years	114.0

Crediting of additional annual leave hours shall occur on the first day of the first payroll cycle at the beginning of the calendar year.

19.3 Maximum Accumulation. A total of 240 hours of annual leave is the maximum that may be carried over from one calendar year to the next. Any accumulation above the maximum of 240 hours shall be transferred to sick leave at the end of the calendar year. This transfer will occur on the last day of the last payroll cycle of the calendar year.

19.4 Partial Accumulation and Disqualification. In the month in which an employee is hired or separated, partial annual leave shall accrue according to the first or last day the employee actually worked or was on paid leave. Any time during which an employee is on

any type of leave without pay (i.e., suspensions, leave of absence, unpaid military leave, absence without pay, or absence without leave) shall not be credited towards the calculation of annual leave accrual for the payroll period.

19.5 Request for Leave. A request for annual leave shall be submitted to the employee's immediate supervisor on the appropriate form. Leave may be taken only after being approved by the Department. Requests for leave shall not be unreasonably denied. Every employee shall be afforded the opportunity of taking at least 80 hours of annual leave during any year if properly requested, in writing to the employee's immediate supervisor, on the form provided by the Department. Employees are not charged annual leave for absences of less than one day. The employee must prepare an Authorized Absent Request Form and present it to the supervisor for authorization prior to any absence of less than one day.

19.6 Split Vacations. All employees shall receive their vacation schedule in accordance with Article 11.2 (Seniority). The 80 hours annual leave time may be separated in equal portions of 40.0 hours and taken separately. Seniority shall prevail on the first 40.0 hours of selection. Seniority shall apply on the second 40.0 hours of split vacations only after all members of the unit have selected annual leave on the basis of first pick seniority of either 40.0 hours or 80 hours. This section shall not preclude an employee from using annual leave in one day increments when it does not effect department business.

19.7 Advance Pay. Employees may request advance pay for annual leave that has been accrued prior to going on annual leave. Such requests must be for 40.0 or more hours of pay. Requests shall be honored when submitted to the department on the proper form at least three (3) weeks in advance of going on annual leave. It shall be the responsibility of the employee to verify that the request is properly submitted and processed by their department to the Central Payroll Division a minimum of two (2) weeks prior to the first day of the scheduled annual leave. The employee shall also be responsible for maintaining an adequate annual leave balance to cover the request for leave.

If properly requested, submitted and approved, the City shall make every reasonable effort to provide the employee's advance for annual leave pay on the last pay date preceding the date upon which the annual leave is scheduled to commence. The amount of the advance pay for annual leave shall equal the amount that the employee would have received had the employee not requested the advance pay (i.e., gross pay minus payroll deductions scheduled for the leave period). If for any reason it is determined by the City that it is necessary to void a request for advance pay for annual leave, the request shall be cancelled.

19.8 Payment of Unused Leave. When an employee separates, the employee shall be paid in a lump sum for all unused annual leave, up to and not exceeding 240 hours, except:

- (1) If he has less than one (1) year's continuous service with the City;
- (2) If he fails to give two (2) weeks (14 calendar days) notice in case of resignation, he shall lose 8.0 hours of annual leave for each day short of the fourteen (14) days.

APPENDIX A

	<u>Grade</u>	<u>Title</u>		
	P-10	Police Lieutenant		
	Step 1	Step 2	Step 3	
P-10	44.90	46.80	48.76	Hourly*
	3,592.00	3,744.00	3,900.80	Bi-weekly
	93,392.00	97,344.00	101,420.80	Annual

* Hourly rates are indicated for computer purposes only.