

## **ARTICLE 2 AGREEMENT**

This Agreement, effective **June 16, 2007**, is entered into between The Regents of the University of California, a corporation (hereinafter referred to as the “University”, or “management”, or “employer”), represented by the Office of the President of the University of California system, and International Association of Fire Fighters Local 4437 union, (hereinafter referred to as “IAFF” or the “union”), pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

### **A. PURPOSE**

1. It is the intent and purpose of the parties that this Agreement constitutes an implementation of the provisions of HEERA, and provides for orderly and constructive employment relations in the public interest, in the interests of the employees represented by IAFF, and in the interests of the University.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to employer-employee relationship that exists between them relative to the scope of bargaining.

### **B. EXCLUSIVE REPRESENTATIVE**

The University recognizes IAFF 4437, which was certified by the Public Employment Relations Board (PERB) on **December 7**, 2004 in SF-UM-615-H as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees defined by HEERA as managerial, supervisory and/or confidential and all student employees whose employment is contingent upon their status as students, in the bargaining unit.

### **C. EMPLOYEE DEFINED**

The term “employee” as used in this Agreement shall refer to employees of the University of California in the unit, except for those excluded pursuant to Section B, above.

The classifications and title codes included in the unit are listed in Appendix \_\_\_\_\_.

D. CREATION OF NEW CLASSIFICATIONS/Programs/duties/"Skills, Knowledge and Ability" (SKA)

1. IAFF recognizes that the University has the exclusive right to establish new title codes and titles for any individual, position, or title included in or excluded from the bargaining unit as defined in Section B, of this Article. The University shall advise IAFF of any such new title/title code. **at least 180 days before implementing the new title codes. No new firefighter positions shall be created which contain job duties, responsibilities, or SKA's that are not currently contained in the University Title and pay plan or current job descriptions.**
  
2. When the University creates a new classification and title within the bargaining unit, **It shall be considered a change in terms and conditions and subject to "meeting and conferring-full bargaining."** The University shall provide a notice to IAFF of the classification's bargaining unit assignment at least ~~sixty-60~~ **180 days** calendar days before the proposed date of implementation. The notice to the union shall include a statement or reason(s) for the creation of the new classification **and justification for the inclusion or exclusion from the unit.** IAFF shall have thirty (30) calendar days after mailing of such notice to ~~contest~~ **notify the University of its demand to bargain terms and conditions of the new position}** Upon receipt of the IAFF demand to bargain, the University shall schedule bargaining dates **within two weeks (14 days)** ~~the University's assignment of the newly created classification/title to the bargaining unit.~~ Employees shall not be placed in the new classification/title until the ~~thirty (30) day notice period is complete and~~ **meet and confer sessions are complete and/or PERB has made a final decision.** If IAFF does not contest the bargaining unit assignment of the newly created position within the thirty ~~(30)~~ **180** calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and employees shall be assigned to the newly created classification **after 180 days.**
  - a. If the new classification is in the bargaining unit in accordance with the provisions of Section D.1, above, the University and IAFF shall meet and confer regarding the salary range and ancillary pay practices for that new classification **and all other terms and conditions of employment.** ~~except that the salary rate for a newly established Per Diem position shall be in accordance with the provisions of Article 31 — Positions/Appointments.~~
  
3. If IAFF contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar days of receiving notice from the University, the University and IAFF shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification **and all terms and conditions of the new position including but not limited to pay, schedule and working conditions/position description.**

Terry Zimmer 2/13/08 1:46 PM  
**Comment:** Delete language in red

If the parties are unable to reach agreement regarding the bargaining unit assignment/terms and conditions of employment of the title/classification, the dispute shall be submitted to PERB for resolution. PERB shall use the current title and pay plan descriptions in determining the inclusion or exclusion of the new classification. In no case shall PERB allow *new or expanded* /Programs/duties/"Skills, Knowledge and Ability" (SKA) to be included in a classification that will be included in the unit

No employees shall be assigned to the newly established classification or title until the bargaining unit assignment is either agreed to or resolved by PERB, ~~although the duties associated with the position may be assigned to the affected employees.~~ No new duties may be assigned until PERB issues a final decision on all the issues.

4. When the University creates a new classification and title outside the bargaining unit the University shall mail a notice to IAFF of the classification's bargaining unit assignment, if any. IAFF shall notify the University within thirty-(30) calendar days of the mailing of the notice if IAFF intends to challenge the University's bargaining unit assignment of the new title and classification. The parties will meet to ~~discuss~~ bargain IAFF's concerns. Following the discussions, any unresolved disputes ~~may~~ shall be submitted to PERB for resolution.

#### E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

In the event the University determines that a position or title should be reclassified or designated for exclusion from the unit, or the University intends to replace the major portion of a bargaining unit position with a position in a classification outside of the unit, the University shall notify IAFF in writing at least ~~thirty (30)~~ 180 calendar days prior to the proposed implementation. If IAFF determines to challenge the University's proposed action, it shall notify the University in writing within thirty (30) calendar days from the date on which the University's notice was mailed, and the proposed effective date will be extended by ~~thirty (30)~~ 180 calendar days. During such an extension, the parties will meet and ~~discuss~~ confer the University's proposed action. If the parties are unable to reach agreement regarding the University's proposed action, the University may commence, PERB unit modification procedures, as outlined under PERB regulations. Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures, one (1) the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this Agreement, two (2) the University may, in compliance with Article 6 - Compensation, Section G, Other Increases, of this Agreement, increase compensation for the affected position(s) or title(s), and three (3) the duties associated with the proposed reclassification may be assigned to the affected employee(s).

## F. ABOLITION OF CLASSIFICATIONS

The University shall inform IAFF when **FF Unit** classifications are abolished. The University will provide IAFF with ~~sixty (60)~~ 180 calendar days' notice of its intent to abolish a classification. The notice to the union shall include a statement of the reason(s) for the abolition. In the event employees will be affected by the abolition of a classification, the University and IAFF shall, following the request of IAFF, meet and confer about such effects at least ~~thirty (30)~~ 180 days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the classification unless the parties have reached agreement through the meet and confer process over effects of the decision, or conclusion of the impasse process.

## G. UNION SECURITY

1. All duties listed in current job descriptions and regularly performed by all Unit members shall be considered exclusive. No other University employees (management, admin, staff or student) shall be eligible to or be assigned Unit work
2. At a minimum, current staffing levels and shift schedules shall remain in place until 2015.
3. All land, property, owned or leased and within the current physical boundaries (January 2008) of the two Campuses shall be considered the service responsibility area of the Campus Fire Department. All new additions contiguous with current 2008 boundaries shall become service response area of the individual Campus FD. Such service shall not be contracted to another public or private agency, or any political subdivision of the State. For Davis Campus boundaries refer to the "Name Map," main campus, south campus and west campus.
4. Services provide by the FD at each campus shall include, but not limited to fire, medical, rescue and hazmat.
5. All current fire fighter positions shall conform to the UC title and pay plan. All current job/position descriptions shall be placed in Appendix\_\_\_\_ All new duties shall be subject to meet and confer as provided in HEERA. No changes to these descriptions shall be made without meet and confer.
6. No work listed in the DCFM MOU shall be assigned to non DCFM certified fire fighter titled employees. Violation of the DCFM or OSHPD contract and this provision shall be subject to grievance and arbitration.
7. Emergency dispatch of a UCFD apparatus shall indicate approval and placement in travel status. UC Fire crews shall be eligible for all travel benefits and reimbursements outline is UC policy.
8. A "step," for purposes of determining placement in the salary range shall be equal to 5%. No step in the salary range shall be less than 5%.

Terry Zimmer 2/16/08 10:31 AM

Comment: NEW language and sections

**H. CONTRACT INTERPRETATION AND UNIFORMITY**

1. The University shall interpret Contract Articles and Language contained in this MOU. Uniform interpretation and implementation shall apply equally and in a uniform manner at both campuses.
2. Violation of this section shall be subject to grievance and arbitration. A Union grievance filed under this section shall have remedies applied equally at both Campus locations.

**ARTICLE 4-B  
UNIVERSITY BENEFITS RETIREMENT AND SAVINGS PLANS**

**A. GENERAL CONDITIONS**

1. Retirement and Savings Plans

The University maintains several retirement and savings plans for eligible University employees. As of September 1, 2006, such plans include but are not limited to the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. ~~In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to eligible Safety employees at the University.~~ Whenever the University proposes to amend, terminate, or otherwise alter retirement and savings plans, the University shall provide 6 month notice and the parties shall meet and confer about the proposals within 30 days, if the provisions in section 6 below have been met.

2. Effective with this Agreement and through 2008, the amount and timing of employee contributions, if any, to the UC Retirement Plan will be the same as those paid by Safety employees at the University. Beginning at at 2400 hours on 1 January 2009 all retirement contributions and formulas in place on 30 June 2008 shall be reinstated. Any changes implemented after 1 July 2008 shall expire on 2359 hours on 31 December 2008.

~~It is anticipated that mandatory contributions to the UCRP will be restarted for Active Members in 2008 and that the amount of each Active Member's contribution to UCRP will be calculated by the same formula currently used to determine the mandatory contribution to the DCP that UCROP eligible employees have been making in lieu of contributions to the UCRP. When such contributions are made to the UCRP, contributions to the DCP will no longer be required. UCRP eligible employees will see no loss in take home pay as a result of these changes.~~

~~3. Re opener bargaining regarding changes to employee contributions beyond 2008, if any, will begin in March 2008, in accordance with Article 9 Duration of Agreement.~~

4. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 4-B - University Retirement and Savings Plans, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties. There shall be no increase or changes under this article due to MOU expiration. Status quo shall prevail.
5. There shall be no change to UCRS contributions from unit members for the period starting 1 January 2009 in compliance with section 2 above.
6. IAFF shall only be subject to meet and confer sessions over retirement contributions when the MOU contains FF salaries at or above the market AND permanent annual 5% step increases are granted.

ARTICLE 6  
COMPENSATION

**A. RANGE STRUCTURE ADJUSTMENTS** ~~— The following range structure adjustments are effective on the first (1<sup>st</sup>) pay period following the effective date of this Agreement:~~

- ~~1. The University may SHALL increase the percent intervals between each step on the range to five percent (5%) intervals within 15 days of the IAFF ratification of the MOU.~~
- ~~2. The University will drop the two (2) bottom steps and add two (2) unfunded steps to the top of the current salary range. The steps will be renumbered to reflect the new salary range.~~

**B. FLSA “PAY CYCLE” OVERTIME PAYMENT**

1. FLSA pay cycle overtime shall be paid on a monthly basis as a separate line item. This FLSA shall be paid regardless of any time off, during the work cycle.

**C. EQUITY ADJUSTMENTS**

1. All union employees shall be awarded an annual 5% step increase. Current employees shall have their current step adjusted to reflect a 5% step increase for every year of service. Steps shall be effective on employee's anniversary of hire date or anniversary of date of promotion. Example: an employee with two years of service shall be placed at step three. ***IAFF will provide list of employees and proposed step placement at Bargaining Session Day One.***
2. All current employees within each rank shall have their steps adjusted if a new employee in that rank is hired at the same or higher step. Example: if new hire is brought in at step 3, then all current employees within that rank shall be moved up two steps.
3. All current employees within a rank who are at the same step as a newly hired/promoted employee shall be granted a lump sum equity adjustment equal to the gross income multiplied by percentage of the inequity multiplied by 12 months. On July 1 2008 each member on the attached list shall be placed at the step noted. Eligible members for this equity adjustment: Nilsson, Newman, Hodge, Meyer, Poganski, Hatcher.

**D. SALARY-2008-2009**

1. Effective 1 July 2008 the University shall increase all firefighter titles' salary ranges to the top step average [\*\*\*%] calculated using the following benchmark departments and numbers provided by local 4437:
  - a. UC DAVIS: Davis, Roseville, Sac Metro, Sac City, West Sac, Vacaville, Elk Grove and Rumsey Rancheria and adjust all fire fighter employees to their appropriate step in the new range.
  - b. All benchmark calculations shall reflect a 5% reduction for "holiday pay" at both locations.
  - c. UC Santa Cruz: City of Santa Cruz, Watsonville, Aptos/LeSelva, Scotts Valley, Central FPD, Santa Clara County, Fremont.
  - d. All fire fighters shall have their salaries adjusted to the new range plus any steps or certification pay.
2. Effective 1 July 2008 and all successive contract years, the University shall adjust all individuals' pay and salary ranges using the above formula every July 1 in order to ensure IAFF firefighters salary is at the "market". Top step average shall be calculated using the spreadsheet and formulas provided by IAFF 4437 each year by 1 July.
  - a. The University shall implement all salary and certification pay changes within 15 days of IAFF contract ratification.

3. \*\*\*IAFF Benchmark salary survey information shall be provided on the first day of actual bargaining.

**B. 2006-07 RANGE ADJUSTMENT**

- ~~1. The University will increase the salary ranges for classifications in the Fire Fighter Unit effective on the first (1<sup>st</sup>) pay period following the effective date of this Agreement (i.e. ratification date) by ten percent (10%). The salary range adjustments for each classification may vary slightly due to rounding.~~
- ~~2. Timing of Payments – The actual base pay adjustments specified in Section B.1, above will be paid within 90 days of IAFF's written notification of ratification of this Agreement.~~

**C. 2006-07 LUMP SUM PAYMENT**

~~Eligible employees, who remain in the unit on the date of ratification and on the date of payout, will receive a lump sum payment in the amount of ten percent (10%) of their monthly gross pay beginning October 1, 2006 for each month of full time service. Lump sum payments will be paid no later than one hundred twenty (120) days from the date of ratification.~~

**D. 2007-08 RANGE ADJUSTMENT**

- ~~1. Effective July 1, 2007, the University will increase the salary ranges of the classifications by a minimum of ten percent (10%), subject to the~~

~~conditional re-opener set forth in Section D.2, below. The salary range adjustments may vary slightly due to rounding.~~

~~2. If the University does not receive at least four percent (4%) for general salary increases in the final State Budget for FY 07-08, the University shall have the right to re-open the Compensation Article for purposes of negotiating over range adjustments, if any, for FY 07-08. In that event, any range adjustment shall be subject to negotiations.~~

~~3. In the event the University opts not to re-open, the range adjustments shall be governed by paragraph D.1 above.~~

**E. ~~2008-09~~ and 2009-10 COMPENSATION** – Compensation ~~these~~ **this** years will be subject to re-opener negotiations in accordance with Article 9 – Duration of Agreement.

#### **F. ELIGIBILITY**

To be eligible for increases as specified in this Article, employees must be in the bargaining unit on the date the increase is ~~processed~~ ratified by IAFF.

#### **G. ORDER OF INCREASES**

If more than one (1) salary adjustment takes place on the same date, actions occur in the following order:

1. Salary range adjustment;
2. Across-the-board increases, if any;
3. Merit Increases, if any;
4. Increases resulting from promotion or reclassification.

#### **H. OTHER INCREASES**

By mutual agreement, the University may increase, during the term of this Agreement, salary rates or ranges, shift differentials, on-call rates and/or extend the coverage of such rates, for selected individuals and/or classifications at selected locations.

#### **I. AWARD PROGRAMS**

The University retains the right to continue, modify or abolish campus award programs. Award Programs, if any, for members of the bargaining unit may be implemented according to local procedures. Award programs, if any, are available to employees in the unit, as they are also available to other eligible employees.

## J. CERTIFICATION PAY

### GENERAL PROVISIONS

1. The maximum certification pay an employee in a firefighter title may receive shall remain at 15% except for **Paramedic certification and longevity** pay shall be in addition to the 15% CAP.
2. Within 15 days of IAFF ratification of this agreement, salary and certification pay adjustments, shall be made by the University.
3. A fire fighter may chose from the incentives listed (A-P) below to achieve up to 15% additional pay.

### Certification Pay List:

- A. Effective upon ratification of this agreement, those in fire fighter titles who are accredited as an Emergency Medical Technician (**EMT**) and who are assigned EMT fire fighter duties shall receive certification pay equal to 5% of his/her current salary.
- B. Effective upon ratification of this agreement, those in fire fighter titles who are or become certified as a **Fire Officer** by the State of California shall receive certification pay of 5%.
- C. Effective upon ratification of this agreement, employees in fire fighter titles possessing an **associate's degree or higher** from an accredited institution shall receive certification pay equal to 5% of his/her current salary.
- D. Effective upon ratification of this agreement, employees in fire fighter titles who are certified or become certified as **California Hazardous Materials Specialist** and who perform Hazmat duties shall receive certification pay equal to 2.5% of his/her current salary. This certification pay shall be in addition to the current 5% certification for those on the Yolo County HM Team or the SCHMIT team.
- E. Effective upon ratification of this agreement, those in fire fighter titles who are or become certified as a **FF 1 and FF 2** shall receive certification pay of 5%.
- F. Effective upon ratification of this agreement, those in fire fighter titles who are or become certified as a **Fire Prevention Officer** by the State of California shall receive certification pay of 5%.

G. Effective upon ratification of this agreement, those in fire fighter titles who are or become certified as a **Fire Protection Specialist** or **Plans Examiner** by the State of California shall receive certification pay equal to 5% of his/her current salary.

H. Effective upon ratification of this agreement, those in fire fighter titles who reach or currently have **longevity of 15, 20, and 25** years shall receive longevity pay equal to 5% of his/her current salary, for each longevity milestone achieved.

L. UCSC - Hazmat – Effective with the ratification of this Agreement, those in Fire Fighter titles who voluntarily become certified as California Hazardous Materials Technicians and who are assigned Hazmat duties as a part of the Santa Cruz Hazardous Materials Interagency Team (SCHMIT) shall receive a stipend of five percent (5%) of her/his current step.

M. UCSC/UCD – Paramedic – Effective upon ratification of this Agreement, those in Fire Fighter titles who are accredited as a paramedic ~~and who are assigned paramedic Fire Fighter duties~~ shall receive a stipend of ten percent (10%) of her/his current step.

N. UCD – Hazmat – Effective upon ratification of this Agreement, those in Fire Fighter titles who become certified as California Hazardous Materials Technicians and who are assigned Hazmat duties shall receive a stipend of five percent (5%) of her/his current step.

O. UCD – DCFM – Effective upon ratification of this Agreement, those in Fire Fighter titles who are certified and assigned Designated Campus Fire Marshall job duties shall receive a stipend of five percent (5%) of her/his current step.

P. UCD – OSHPD - Effective upon ratification of this Agreement, Fire Captains who are certified and assigned Office of Statewide Health Planning and Development (OSHPD) related job duties shall receive a stipend of five percent (5%) her/his current step.

~~I. The range and rate adjustments, base or non-base, if any, provided in this Article shall not be subject to Article 10—Grievance Procedure, or Article 3—Arbitration Procedure, of this Agreement.~~

## **R. STEPS**

1. A 5% step shall be given to all employees not at the top of the pay range every July 1 in **perpetuity**.
2. Retroactive step adjustments: All firefighter class employees shall be moved to the step in the range that is equal to (at a minimum) their years of service. See section C1 above.

## **S. ACCOUNTING AND PAYROLL**

- a. Paycheck shall be based on the work cycle at each location.
- b. Purchase and implement New Payroll System software for use with fire fighters' 56-hour schedules.
- c. Documentation – Hours actually worked shall be documented on the work period time sheet record-no conversions.
- d. Overtime shall be paid at the next available pay period
- e. Overtime shall be paid for each extra shift worked during a month, as a result of a shift change.

## **T. Major Holiday pay Calculations**

1. Employees assigned to work major holidays shall have pay calculated so that their pay is equal to those regularly assigned to the shift working the major holiday.

## **U. Comparable Pay for comparable work**

1. The UCSC "Emergency planner" administrative captain shall be paid monthly stipend equal to the difference between his salary and the combined average salary of the emergency planner's at each campus or his current salary, whichever is higher.

**ARTICLE 9  
DURATION OF AGREEMENT**

A. The terms and conditions of this Agreement shall remain in full force and effect until 30 June 2009 and shall terminate at 11:59 p.m. There shall be no contract extensions.

B. No MOU shall last or be in force and effect for more than one year, unless the fire firefighter pay titles' salary ranges are at or above the market average as determined by the market based salary survey established by IAFF Local 4437 using the following benchmark cities \_\_\_\_\_ for each campus location.

C. No MOU shall last shall be in force and effect for more than one year unless the fire firefighter pay titles' have fixed 5% step range and a guaranteed annual 5% step increase based on a satisfactory evaluation

~~A. The terms and conditions of this Agreement shall remain in full force and effect commencing on June 16, 2007, and shall terminate at 11:59 p.m. on June 30, 2010, unless the University and IAFF agree to extend any or all of the terms and conditions.~~

**B. RE-OPENER NEGOTIATIONS**

~~1. **2008 – 09** The University and/or IAFF shall have the right to reopen the Agreement in March 2008 for purposes of negotiating proposed amendments to the provisions of Article 6 – Compensation, Article 4 B – University Retirement and Savings Plans and up to two (2) additional articles from each party. Neither party may open Article 4 A – University Health and Welfare Benefits; Article 26 – Out of Class Pay; or Article 24 – No Strikes.~~

The 2009-2010 MOU re-opener shall be conducted in accordance with the provisions set forth in b. below:

a. ~~The parties shall, no later than January 15, 2008, simultaneously exchange, in writing, notice of their intent to reopen this Agreement. Included in such notice shall be the designation and identification by~~

~~heading of the article(s) which both parties intend to amend. Negotiations shall commence on or about March 1, 2008.~~

- b. The parties shall, no later than January 15, 2009, simultaneously exchange, in writing, notice of their intent to reopen this Agreement. Included in such notice shall be the designation and identification by heading of the article(s) which both parties intend to amend. Negotiations shall commence on or about 1 March 2009. There shall be no limit on the number of Articles to be reopened.

~~2. 2009 - 10 — By mutual agreement, the parties may re-open Article 6 — Compensation. If so agreed, the parties would exchange proposals in accordance with the timelines in Section B.1 above.~~

### **C. SUCCESSOR NEGOTIATIONS**

In order to facilitate the negotiations of a successor to this Agreement or this Agreement as amended, the IAFF and the University shall simultaneously exchange, in writing, their intentions and goals for bargaining for a successor Agreement no later than January 15, 2009. Negotiations shall commence on or about ~~March 1, 2010~~ 1 March of the calendar year.

- D. Unless mutually agreed otherwise, up to two (2) IAFF representatives (no more than one [1] from each campus) shall receive five (5) days of paid release time in order to provide the University with a comprehensive set of initial proposals for the beginning of bargaining.
- E. Except for Compensation-below, if either party fails to submit an article in its comprehensive set of successor proposals in the agreed upon form by the prescribed dates, that party will be deemed to propose current contract language for such article.

~~With respect to Article 6 - Compensation if IAFF fails to present its compensation proposal as part of its comprehensive set of successor proposals by March 1, 2010, IAFF will be deemed to have waived its right to meet and confer over the Compensation Article for the 2008 — 09 and 2009 — 10 fiscal years shall be automatically reopened regardless of the notice provisions in above sections, for any year in which a contract is set to expire.~~