Council Meeting of
March 21, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Evaluation of the 2 on 4 off (or 48/96) shift schedule for Torrance Fire Fighters Association (TFFA) members

RECOMMENDATION

The City Manager recommends that the City Council review the attached report from the Joint Management and TFFA subcommittee evaluating the 48/96 work schedule and determine a subsequent course of action.

After review of the report, it is recommended that Council authorize one of the following actions:

1. Extend the trial period of the 48/96 shift schedule
2. Make the 48/96 shift schedule permanent
3. Discontinue the 48/96 shift schedule

If Council authorizes a permanent shift schedule change, it is recommended that Council adopt the attached supplemental Resolutions to the Memoranda of Understanding (MOU) for the TFFA and the Torrance Fire Chief Officers Association (TFCOA).

FUNDING

N/A

BACKGROUND AND ANALYSIS

In November of 2004, The TFFA and the Torrance Fire Department Management entered into an agreement for a trial period of the 48/96 shift schedule. The trial period commenced at the end of 2004 and is scheduled to conclude June 30, 2006.

The subcommittee, consisting of two Management representatives and two TFFA representatives, was tasked with presenting to Council an evaluation of the 48/96 work

schedule in March of 2006. Using information from the three years preceding the change in shift schedule as a benchmark, the following elements are being measured in the evaluation:

- Sick Leave Usage
- Industrial Leave
- Number of employees ordered in to work
- Number of liability claims filed against the Fire Department
- Number of vehicular accidents

The findings by the subcommittee on the shift schedule trial period are illustrated in the attached report.

Respectfully Submitted,

Fran Fulton
Management Associate

Concur:

For Richard V. Bongard
Fire Chief

LeRoy J. Jackson
City Manager

Attachments:
A) Joint Management and TFFA Report to City Council on 48/96 Work Schedule
B) Supplemental Resolution to existing 2005-2008 MOU for TFFA
C) Supplemental Resolution to existing 2005-2008 MOU for TFCOA

Attachment A

City of Torrance
Inter-Departmental Communications

To: LeRoy Jackson, City Manager

From: Fran Fulton, Management Associate
Don Thompson, Fire Division Chief
Martin Serna, TFFA President
Jeff Williams, TFFA Member

Subject: Joint Management and TFFA Report to City Council on 48/96 Work Schedule

BACKGROUND

On November 10, 2004, the Torrance Fire Fighters Association and Torrance Fire Department Management entered into an agreement for a trial period of the 2 on 4 off (48/96) schedule for members assigned to 24 hours shifts from December 27, 2004 through June 30, 2005. TFFA and Management extended the trial period of this work schedule through June 30, 2006 in the 2005/2008 TFFA Memorandum of Understanding, Section 7.1.E.

This report is a requirement of the TFFA Memorandum of Understanding 7.1.E #15 which states: In March 2006, a subcommittee of two Management representatives and two TFFA representatives will present an evaluation of this work schedule to the City Council.

TFFA MoU Section 7.1.E #15 required certain measurable criteria be used to measure the impact of specific items mutually agreed upon by Management and TFFA. The period of time in which the measurement would be made would include the trial period of 2005 compared with the previous 3 years. These items included the following:

- Sick Leave usage
- IOD Leave
- Number of employees "ordered" into work
- Number of liability claims filed against the Fire Department
- Number of vehicular accidents

In addition, Management and TFFA reserved the right to present other information either jointly or separately to the City Council for their evaluation of the work schedule.

ANALYSIS

Sick Leave Usage: Sick leave used in 2005 (9402) was 17% less than the mean used in the previous three years (11,381). See Attachment A.

Industrial Leave: Less industrial leave hours were used during the trial period than in two of the three previous years. The number of hours used in 2005 (8449) was 27% less than the mean number of hours for the previous three years (11,592). See Attachment B.

Number of employees "ordered" into work: There was a 60% increase in the number of times employees were ordered in to work in 2005 (261) compared to 2004 (163). Data for 2002 and 2003 was not available.

Number of liability claims filed against the Fire Department: Liability Claims went from 2-3 per year in the past four years, to 5 in the year 2005. However, the overall dollar value of those claims in 2005 fell significantly when compared to those in recent years. In the years 2003 and 2004, the dollar value of liability claims were $5000 per year. In 2005, the dollar value of liability claims fell to less than $1000 for the year.

Number of Vehicular Accidents: Although there was an annual increase in the number of department vehicular accidents each year between 2002 and 2004, the number of vehicular accidents in 2005 was the same as 2004. See Attachment C.

Additional Input from TFFA

After members of the Torrance Firefighters Association evaluated their schedule preference based on their experience during the trial period, there was a significant increase in favor to adopt the 48/96 Schedule permanently. Prior to the 48/96 Trial Period, there was a majority vote of approximately two-thirds interest to conduct the trial period. Upon completion of the first year of the trial period, another vote was conducted to determine the level of interest in the 48/96 Schedule based on the trial period experience. The vote yielded an overwhelming majority of 92% in favor to adopt the 48/96 Schedule permanently.

Additional benefits to TFFA for employees of the Torrance Fire Department who work 24 hour shifts include the following (see Attachment D):

- The increased ability to pursue education.
- Decrease commuting time/miles to work. Less exposure to traffic.
- More time spent with family.
- Decreased Long Term Fatigue.

Fire Department Management Input

The Fire Department Administration and other City Departments experienced difficulty with scheduling meetings, training, interviews, events, etc. between personnel assigned to the 48/96 and 9/80 work schedules due to one of the three 48/96 shifts always being unavailable during the City Hall 9/80 work schedule for 16 or more days. See Attachment E.

Management continues to be concerned about the potential long term fatigue effects of the 48/96 work schedule.

Respectfully Submitted,

Fran Fulton
Management Associate

Martin Serna
TFFA President

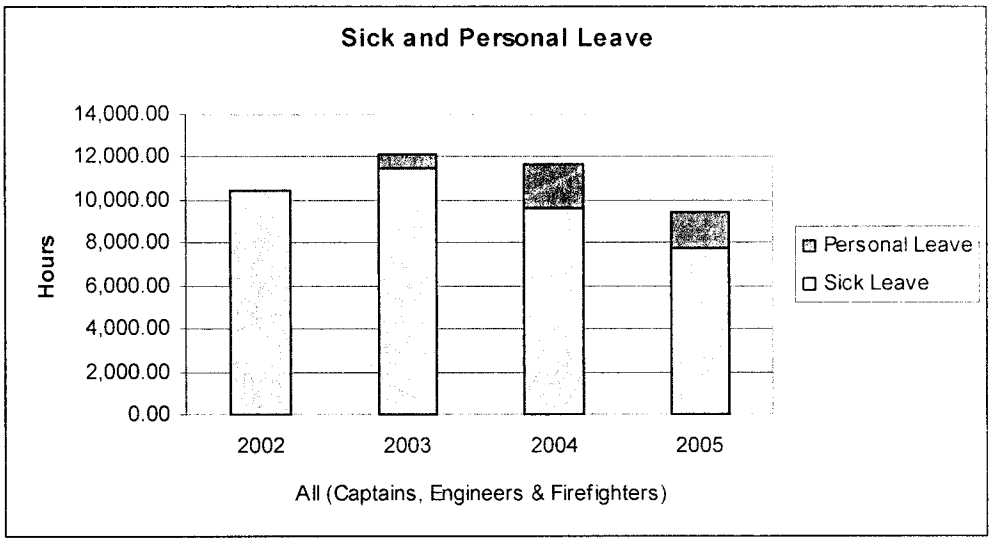
Don Thompson
Fire Division Chief

Jeff Williams
TFFA Member

Attachments

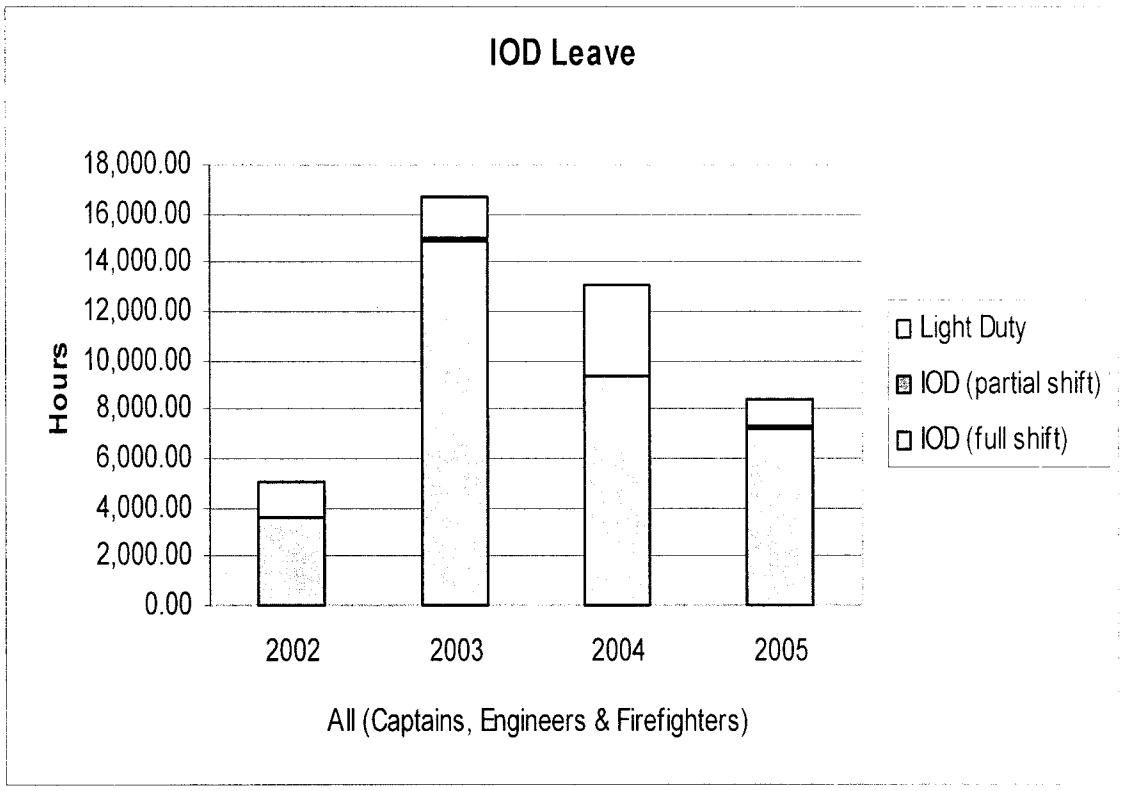
Sick Leave

The chart below shows the use of sick leave during the trail period was less than any of the three previous years. Note: the ability to use one 24 hour personal leave day per employee per year taken from their bank of sick leave hours was negotiated in 2003. Sick leave used in 2005 (9402) was 17% less than the mean used in the previous three years (11,381).

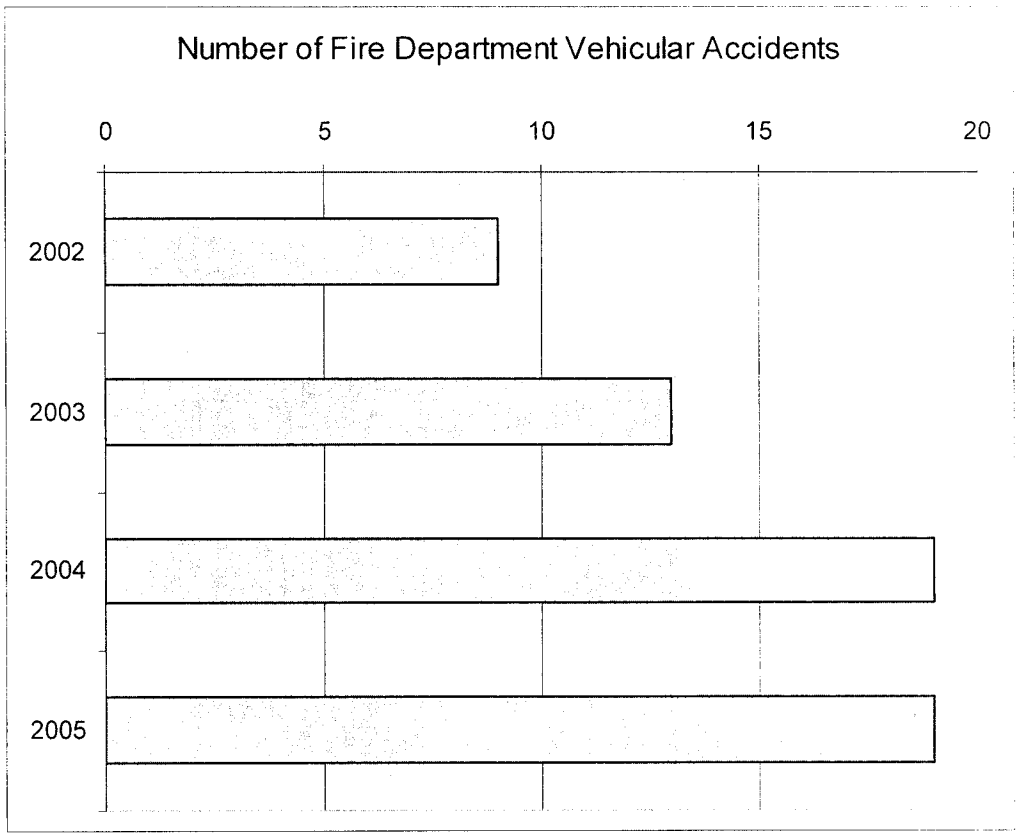


Industrial Leave

Less industrial leave hours were used during the trial period than in two of the three previous years. The number of hours used in 2005 (8449) was 27% less than the mean number of hours for the previous three years (11,592).



Number of Vehicular Accidents: Due to increased call volume over the years, the number of vehicular accidents has steadily increased. However with the initiation of the 48/96 Trial Period the year over year increase in accidents stopped. It is the first time in the past 4 years that the number of vehicular accidents did not increase.



48/96 REPORT ATTACHMENT D

Item 1: The Increased Ability to Pursue Education

On the Kelly Schedule a firefighter who is a student at a local community college will have to alter his work schedule 33% more of the time than if the firefighter were on the 48/96 Schedule. This is because on the Kelly Schedule an individual is scheduled to work any day of the week, 3 weeks in a row. That means through the natural progression of the schedule, at some point a firefighter will be scheduled to work 3 Tuesdays in 3 consecutive weeks. If his/her school schedule requires the student is to attend class on Tuesdays, he/she will be required to manipulate the work schedule (through means of vacation, sick leave, shift trades, etc.) to accommodate class attendance and/or miss attending class completely. However, on the 48/96 Schedule, a firefighter will only work a certain day 2 weeks in a row. There for, if the firefighter was attending class on Tuesdays, then he/she would only have to manipulate the work schedule 2 weeks in a row. That is a 33% reduction in conflict which greatly increases an individual's opportunity/ability for self improvement.

Item 2: Decrease Commuting Time/Miles to Work and Less Exposure to Traffic

Kelly Schedule: 120 Shifts/year = 240 commutes

48/96 Schedule: 60 "Shift cycles"/year = 120 commutes

That is a 50% Reduction in Commuting

- Regardless of your fuel cost, it is **1/2** with the 48/96 schedule.
- Personal wear and tear by sitting in traffic is 50% less.
- 50% less exposure to a possible traffic accident.
- Fewer miles driven per year reduces car maintenance and car insurance costs.
- Pollution Reduction: Based on 2005 standards, the SCAQMD has calculated that commuting produces, on an annual basis:

- **87,870** Pounds of Carbon Monoxide
- **8,944** Pounds of Oxides of Nitrogen
- **8,318** Pounds of Volatile Organic Compounds

- Total mileage driven by suppression personnel annually on the Kelly Schedule = 1,110,925 miles

- These figures are cut in 1/2 by using the 48/96 schedule.

- Total mileage driven by suppression personnel annually with 48/96 = 1,110,925/2 = 555,462.5 miles.

- Total saved miles driven = 555,462.5 miles
- Some Torrance Fire Department employees will realize 6.93 full days (cumulative annual hours) of driving per year saved with new schedule.

Item 3: More Time Spent with Family

The Number of Days Waking Up At Home with Family:

- Kelly Schedule: 10 days per Month or 120 Days per Year
- 48/96 Schedule: 15 days per Month or 180 days per Year
- **That is a 50% Increase Spent with Family**

Item 4: Decreased Long Term Fatigue

One of the biggest advantages of the 48/96 schedule is that it allows employees more opportunity to recover from sleep deprivation/long-term fatigue. Research shows that departments found that after the schedule change, the concerns about increased fatigue were not realized. Departments found that over time the schedule can significantly reduce fatigue. Departments saw no increase in injuries or disabilities resulting from the schedule change. Departments have seen a reduction in sick leave use. The 48/96 increases rest periods (4-days) from 30 to 60 a year, a 100% Increase. The 48/96 increases the number of "sleep in days" (days waking up at home and not going to work) from 10 to 15 per month, a 50% Increase. The 48/96 reduces the number of days/hours an employee spends getting ready for work and commuting by 50%.

48/96 REPORT ATTACHMENT E

The following list shows the dates that shifts were not available during City Hall work hours for 16 or more days throughout 2005.

Shift	Dates	# of Days
C	1/11/05-1/26/05	16
A	1/25/05-2/9/05	16
B	2/8/05-2/23/05	16
C	2/16/05-3/9/05	22
A	3/8/05-3/23/05	16
B	3/22/05-4/6/05	16
C	4/5/05-4/20/05	16
A	4/19/05-5/4/05	16
C	5/17/05-6/1/05	16
B	5/3/05-5/18/05	16
A	5/25/05-6/15/05	22
B	6/14/05-6/29/05	16
C	6/28/05-7/13/05	16
A	7/12/05-7/27/05	16
B	7/26/05-8/10/05	16
C	8/9/05-8/24/05	16
A	8/23/05-9/1/05	10
B	8/31/05-9/19/05	20
C	9/20/05-10/5/05	16
A	10/4/05-10/19/05	16
B	10/18/05-11/2/05	16
A	11/15/05-11/30/05	16
C	11/2/05-11/16/05	16
B	11/29/05-12/14/05	16
C	12/13/05-12/28/05	16
A	12/21/05-1/5/06	16
B	12/28/05-1/12/06	16

Attachment B

MEMORANDUM OF UNDERSTANDING

TORRANCE FIRE FIGHTERS ASSOCIATION (TFFA)

2005 - 2008

SUPPLEMENTAL #1

A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE FIRE FIGHTERS ASSOCIATION (TFFA)

An Agreement of the undersigned representatives of the Torrance Fire Fighters Association (TFFA) and the representatives of the City of Torrance (City) that:

> The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions effective March 21, 2006, and was reached through agreement of the undersigned parties.

Signed this _____ day of March, 2006.

Management	TFFA
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2006-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AMENDING RESOLUTION NO. 2005-75 SETTING FORTH CHANGES REGARDING WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE FIRE FIGHTERS ASSOCIATION (TFFA)

The City Council of the City of Torrance does hereby resolve as follows:

SECTION I

That Resolution No. 2005-75 is hereby amended.

SECTION II

The following agreement between representatives of Management and the representatives of the Torrance Fire Fighters Association (TFFA) is hereby amended as follows:

Effective March 21, 2006

ARTICLE 13 – AMENDMENTS

SECTION 13.1 AMENDMENT TO SECTION 3.2 – PREMIUM PAY

ARTICLE 3 – SPECIAL COMPENSATION PROVISIONS

SECTION 3.2 – PREMIUM PAY

Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this Section shall receive premium pay only while so assigned. ~~Such premium pay shall be for the hours actually worked in the assignment.~~ Assignments and reassignments shall be made by the department head subject to the approval of the City Manager according to work load and skills required, and subject to any special provisions specified in this Section for any particular assignment.

Removal of employees for disciplinary reasons, or reasons of incompetence, or abolishing positions because of budgetary requirements shall be preceded by notice to employee organization representatives with the intent of precluding unfair actions.

A. Paramedic Operations

Firefighters assigned to Paramedic assignments shall receive a premium of 5% when duties/training begins; 10% premium 12 months after Paramedic duties/training begins; 15% premium 24 months after Paramedic duties/training begins; and an additional 4% at the start of the fifth year as a Torrance Paramedic. This is exclusive of any longevity pay. Such employees shall have been qualified and certified as Paramedics as shown in

attached Appendix "A". This includes all overtime and constant staffing, regardless of position worked.

I. Emergency Medical Dispatch
Fire Communications Operators shall receive a 5% premium for acquiring and maintaining the State of California requirements to perform an Emergency Medical Dispatch Certificate. This premium shall be suspended 60 days from expiration of any requirements certification and will not be reinstated until Fire Communications Operator provides proof of meeting current certificaterequirements.

SECTION 13.2 AMENDMENT TO SECTION 4.2 – OVERTIME COMPENSATION

ARTICLE 4 – OVERTIME PROVISIONS

SECTION 4.2 – OVERTIME COMPENSATION

E. Other Overtime Provisions

4. Compensatory Time

b. Effective January 1, 2004, employees may elect to accrue compensatory time off in lieu of pay for constant staffing-qualified relief hours and/or overtime up to a maximum of 288 hours. However, any compensatory time accrued over 72 hours will go into a separate accrual bank herein after referred to as the "excess comp-time bank" and may only be used to fund year-end contributions into the Retirement Health Savings Plan or cashed out. None of the time accrued over 72 hours may be taken as time off.

The 288 hours on the books excess comp-time bank hours must be cashed down to 72 hours out each year at the first pay period in November. The cash out may also be deferred into the 457 plan up to the limits allowed by law. Deferral into the 457 plan will also be done at the first pay period in by November 15. Payroll shall be notified of the intent to defer into the 457 plan by October 15. (See continued discussions section for more on this subject.)

SECTION 13.3 AMENDMENT TO SECTION 7.1 – HOURS OF WORK

ARTICLE 7 - WORKING CONDITIONS

SECTION 7.1 HOURS OF WORK

A. Safety employees in the classification of Fire Fighter, Fire Engineer, and Fire Captain, other than those specified in subsection B below, shall normally work a 48/96 work schedule averaging 56-hour work week. This will be on a 24-hour shift basis and on a 2724-day FLSA cycle.

B. Safety employees assigned by the department head to the Administrative Division, Hazardous Materials Administrative Division, or Fire Prevention Division shall work an minimum average of 40 hours per week on a schedule convenient to the Fire Department and approved by the department head.

~~C~~D. Employees in the classification of Fire Communications Operator shall work a forty-hour work week.

~~B~~C. 40-hour Fire Safety employees shall be on the same ~~a 27~~ 24 day ~~work period~~ FLSA cycle as Fire Safety employees on the 56-hour work week. ~~Regular hours worked in this 27 day period will be multiplied by a factor 1.4~~ 40-hour Fire Safety employees shall be paid 5 hours of FLSA pay to make the FLSA ~~calculations~~ pay they receive comparable to those of the ~~suppression~~ personnel on the 56-hour work week. ~~FLSA overtime will be based on all hours worked in excess of 204 hours in a 27 day work period.~~

~~Other hours worked shall be counted based on actual hours worked.~~

E. ~~Trial~~ 48/96 Work Schedule

~~On November 10, 2004, the Torrance Fire Fighters Association and Torrance Fire Department Management entered into an agreement for a trial period of the 2 on 4 off shift schedule for members assigned to 24 hour shifts from December 27, 2004 through June 30, 2005.~~

~~TFFA and Management hereby agree to extend the trial period of this work schedule through June 30, 2006. The following work schedule, work rules, policies and excess are are hereby agreed upon by both parties for the extended trial period.~~

~~1. The trial period shall expire June 30, 2006.~~

~~2. Safety employees assigned to Platoon Duty will continue to be assigned to 24 hour shifts with two consecutive shifts on duty and four consecutive shifts off duty during the extended trial period.~~

~~3~~1. The on-duty days for each shift shall ~~continue to~~ be the same schedule used by the other four Area G fire departments.

~~4~~2. In the event the same shift is scheduled to work both Christmas Eve and Christmas Day in the same year, the shift scheduled to work December ~~25th~~ 23rd will be exchanged with the shift scheduled to work December ~~26th~~ 24th, unless this impacts the FLSA cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December ~~25th~~ 23rd and ~~26th~~ 24th, the shift scheduled to work December ~~23rd~~ 25th will be exchanged with the shift scheduled to work December ~~24th~~ 26th.

~~5~~3. Full constant staffing shifts shall be for 24 hours periods.

~~6. Current constant staffing rules will apply regarding the limitation of consecutive hours safety employees may work without time off (96 hours). Exemption: assignments to mutual aid outside of Area G.~~

~~7. The number of consecutive hours safety employees shall be required to work against their will (order in) without time off shall be 72 hours.~~

~~8. Constant staffing vacancies may be filled in advance (including order in) according to the constant staffing rules.~~

~~9. The FLSA cycle for safety employees shall continue to be 24 days during the extended trial period.~~

~~10~~5. The department will continue to make every reasonable effort (attempt to call everyone qualified and available to fill a vacancy per constant staffing rules) to hire employees to maintain the current level of constant staffing. If staffing levels cannot be reached the Department may ~~drop down to a shift staffing level of 47~~ temporarily reduce staffing. This shall not change the intent of the constant staffing rules.

~~11~~6. At any time during a major emergency or disaster the Fire Chief has the right to change schedules to meet the needs of the emergency.

~~12~~4. Line up at each station shall ~~continue to~~ be held daily at 0800 hours. Breakfast, including clean up, shall be completed before line up (emergency incidents exempted).

~~13. The Fire Department Rules and Regulations, and Practices and Procedures will be updated to reflect the rules and procedures listed above upon the decision to make this work schedule permanent.~~

~~14. Remaining vacation selections for calendar year 2006 shall be based on the 2 on 4 off schedule. Although this trial period only covers the first 6 months of 2006, all vacation leaves requested during the first and second vacation selection periods shall be based upon the 2 on 4 off schedule for the entire calendar year. If the schedule is changed at the end of this trial period, vacation leaves requested during the first and/or second vacation selection periods for dates after June 30, 2006 will be canceled and a new vacation selection will conducted.~~

~~15. In March 2006, a subcommittee consisting of two Management representatives and two TFFA representatives will present an evaluation of this work schedule to the City Council, using the following elements compared to the three years preceding the change in work schedule.~~

~~•Sick leave usage~~
~~•IOD leave time~~
~~•Number of employees ordered in to work~~
~~•Number of liability claims filed against the Fire Department~~
~~•Number of vehicular accidents~~

~~All dollar figures used in evaluating the new work schedule will be adjusted for inflation.~~

~~Management and TFFA reserve the right to present other information either jointly or separately to the City Council for their evaluation of this work schedule.~~

SECTION 13.4 AMENDMENT TO SECTION 10.3 – THE GRIEVANCE PROCEDURE

ARTICLE 10 - GRIEVANCES

SECTION 10.3 THE GRIEVANCE PROCEDURE

A. First Step: ~~Supervisory~~ Management Level

1. The aggrieved employee(s) shall request to meet with the ~~employee's immediate supervisor~~ on-duty Fire Battalion Chief stating that he/she has a grievance. The request to meet with the Fire Battalion Chief shall be through the chain of command.

2. The grievance shall be presented in writing on forms provided by the City. The first section of the form must be completed fully by the employee or representative. If the grievant fails to set forth with specificity the rule, policy, practice or procedure violation, the facts which support the alleged violation, the time the alleged violation occurred and the remedy sought, the grievance will be rejected and cannot be processed further.

3. The ~~immediate supervisor~~ Fire Battalion Chief may ask ~~one of his/her superiors~~ the Fire Division Chief or another Fire Battalion Chief to participate ~~excluding the department head~~.

4. If a grievance is not resolved by the end of the ~~third~~ fifth full working day after being received by the ~~immediate supervisor~~ Fire Battalion Chief, the employee may within 15 working days appeal in writing to the department head on a form provided by the City.

5. If a grievance is against a department head, the employee shall appeal to the City Manager.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this _____ day of March, 2006.

_____
Mayor Dan Walker

APPROVED AS TO FORM:
JOHN L. FELLOWS III, City Attorney

by _____
Ronald T. Pohl, Assistant City Attorney

ATTEST:

_____
Sue Herbers, CMC
City Clerk

Attachment C

MEMORANDUM OF UNDERSTANDING

TORRANCE FIRE CHIEF OFFICERS ASSOCIATION (TFCOA)

2005 - 2008

SUPPLEMENTAL #1

A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE FIRE CHIEF OFFICERS ASSOCIATION (TFCOA)

An Agreement of the undersigned representatives of the Torrance Fire Chief Officers Association (TFCOA) and the representatives of the City of Torrance (City) that:

> The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions effective March 21, 2006, and was reached through agreement of the undersigned parties.

Signed this _____ day of March, 2006.

Management	TFCOA
_____	_____
_____	_____
_____	_____

RESOLUTION NO. 2006-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AMENDING RESOLUTION NO. 2005-105 SETTING FORTH CHANGES REGARDING WAGES, HOURS AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY TORRANCE FIRE CHIEF OFFICERS ASSOCIATION (TFCOA)

The City Council of the City of Torrance does hereby resolve as follows:

SECTION I

That Resolution No. 2005-105 is hereby amended.

SECTION II

The following agreement between representatives of Management and the representatives of the Torrance Fire Chief Officers Association (TFCOA) is hereby amended as follows:

Effective March 21, 2006

ARTICLE 13 – AMENDMENTS

SECTION 13.1 AMENDMENT TO SECTION 3.2 – PREMIUM PAY

ARTICLE 3 – SPECIAL COMPENSATION PROVISIONS

SECTION 3.2 – PREMIUM PAY

Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this Section shall receive premium pay only while so assigned. ~~Such premium pay shall be for the hours actually worked in the assignment.~~ Assignments and reassignments shall be made by the department head subject to the approval of the City Manager according to work load and skills required, and subject to any special provisions specified in this Section for any particular assignment.

SECTION 13.2 AMENDMENT TO SECTION 4.2 – OVERTIME COMPENSATION

ARTICLE 4 – OVERTIME PROVISIONS

SECTION 4.2 – OVERTIME COMPENSATION

C. Other Overtime Provisions

4. Compensatory Time

b. Effective January 1, 2004, employees may elect to accrue compensatory time off in lieu of pay for constant staffing-qualified relief hours and/or overtime up to a

maximum of 288 hours. However, any compensatory time accrued over 72 hours will go into a separate accrual bank hereinafter referred to as the "excess comp-time bank" and may only be used to fund year-end contributions into the Retirement Health Savings Plan or cashed out. None of the time accrued over 72 hours may be taken as time off.

~~Compensatory time on the books~~ The excess comp-time bank hours must be cashed ~~down to 72 hours~~ out each year at the first pay period in November. The cash out may also be deferred into the 457 plan to the limits allowed by law. Deferral into the 457 plan will also be done ~~by November 15~~ at the first pay period in November. Payroll shall be notified of the intent to defer into the 457 plan by October 15 ~~(See Section 12.1 Continued Discussions for more on this subject.)~~

SECTION 13.3 AMENDMENT TO SECTION 7.1 – HOURS OF WORK

ARTICLE 7 - WORKING CONDITIONS

SECTION 7.1 HOURS OF WORK

A. Battalion Chiefs assigned by the department head as Platoon Commander shall normally work a 56-hour work week on a schedule convenient to the Fire Department and approved by the Department Head. ~~This will be on a 24-hour shift basis and on a 27-day cycle.~~

B. Employees assigned by the department head to the Administrative ~~Division~~ Chief or Fire Marshall shall work an ~~maximum~~ average of 40 hours per week on a schedule convenient to the Fire Department and approved by the department head.

C. Even though the Battalion Chiefs are exempted from FLSA, the classification will receive the same FLSA overtime compensation formula as utilized by ~~other safety~~ TFFA employees.

SECTION 13.3 AMENDMENT TO SECTION 10.3 – THE GRIEVANCE PROCEDURE

ARTICLE 10 - GRIEVANCES

SECTION 10.3 THE GRIEVANCE PROCEDURE

A. First Step: ~~Supervisory~~Management Level

1. The aggrieved employee(s) shall meet with the ~~employee's immediate supervisor~~ Fire Division Chief stating that he/she has a grievance.

2. The grievance shall be presented in writing on forms provided by the City. The first section of the form must be completed fully by the employee or representative. If the grievant fails to set forth with specificity the rule, policy, practice or procedure violation, the facts which support the alleged violation, the time the alleged violation occurred and the remedy sought, the grievance will be rejected and cannot be processed further.

~~3. The immediate supervisor may ask one of his/her superiors to participate excluding the department head.~~

43. If a grievance is not resolved by the end of the ~~third~~ fifth full working day after being received by the ~~immediate supervisor~~ Fire Division Chief, the employee may within 15 working days appeal in writing to the department head on a form provided by the City.

54. If a grievance is against a department head, the employee shall appeal to the City Manager.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this _____ day of March, 2006.

_____
Mayor Dan Walker

APPROVED AS TO FORM:
JOHN L. FELLOWS III, City Attorney

by _____
Ronald T. Pohl, Assistant City Attorney

ATTEST:

_____
Sue Herbers, CMC
City Clerk