



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
[www. CityofSacramento.org](http://www.CityofSacramento.org)

Consent  
July 28, 2009

Honorable Mayor and  
Members of the City Council

**Title: Supplemental Agreements: Tentative Agreements in the Building Trades, Automotive/Equipment Mechanics, Engineering and Fire Units**

**Location/Council District:** City-wide

**Recommendation:** Adopt a **Resolution** approving 1) Supplemental No. 1 to City Agreement 2005-0200 covering employees in the Building Trades Unit, and extending it through June 28, 2013; 2) Supplemental No. 1 to City Agreement 2005-0152 covering employees in the Automotive/Equipment Mechanics Unit, and extending it through June 28, 2013; 3) Supplemental No. 1 to City Agreement 2005-0153 covering employees in the Engineering Unit, and extending it through June 28, 2013; and 4) Supplemental No. 1 to City Agreement 2008-0364 covering employees in the Fire Department Unit, and extending it through January 2, 2012.

**Contact:** Dee Contreras, Director of Labor Relations, 808-5424

**Department:** Labor Relations

**Division:** All

**Organization No:** 1610

### **Description/Analysis**

**Issue:** The City of Sacramento is forecasting a \$50 million budget deficit in Fiscal Year (FY) 2009/10. To address the deficit, the City requested all of the recognized employee organizations to meet and confer regarding

the budget shortfall. The discussions with the Sacramento-Sierra Building and Construction Trades Council, the International Association of Machinists and Aerospace Workers and the Western Council of Engineers resulted in three tentative agreements to “freeze” step increases for four fiscal years, with one step after two years, beginning June 20, 2009; to delay the salary adjustments due on June 20, 2009; and to furlough ninety-six hours per year for two years. It was agreed that the previously bargained-for four percent salary adjustment would be spread out over a two and one-half year period from midyear of FY2010/11 to the end of FY2012/13, with an additional one and one-half percent (1.5%) included over the four year term.

Discussions with the Fire Department Unit resulted in a tentative agreement to “freeze” step increases for two and one-half years. It was agreed the previously bargained-for five percent salary adjustment would be deferred for two and one-half years until January 1, 2012.

**Policy Considerations:** Approval of these Addenda by the City Council fulfills the City’s legal obligation under the Meyers-Milias-Brown Act, adheres to the City’s positive labor-management relations concept, and guarantees labor stability to 2013.

**Environmental Considerations:** Not applicable.

**Rationale for Recommendation:** Discussions between the City and the various Unions resulted in three tentative agreements to “freeze” step increases for two years, beginning June 20, 2009, delay the annual salary adjustment to January of 2011 and ninety-six hours of furlough for two years. Additionally, the previously agreed-to four percent salary adjustment has been spread across a two and one-half year period, with an additional one and one-half percent (1.5%) increase in January of 2013. It also provides a five percent (5%) longevity pay increase to senior employees for a period of eighteen months, to avoid a negative impact on their retirement.

The tentative agreement with the Fire Department Unit “freezes” step increases for two and one-half years, and defers the previously bargained-for five percent salary adjustment for two and one-half years.

**Financial Considerations:** The tentative agreements will result in approximately \$6.4 million in savings during FY2009/10. Further details are provided in Attachment 1.

**Emerging Small Business Development (ESBD):** Not applicable.

Respectfully Submitted by:   
Dee Contreras, Director of Labor Relations

Approved by:   
Gus Vina, Assistant City Manager

Recommendation Approved:

  
Ray Kerridge  
City Manager

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**Attachment 1****Additional Financial Information on Building Trades Agreement**

**FY2009/10** \$799,000 in salary savings from foregoing a 4% salary adjustment, step increases and 12-day furlough.

Approximately 3 employees qualify for senior employee pay of 5%, however they will be required to furlough 104 hours/year, so the cost is neutral.

**FY2010/11** \$81,000 increase in expense for 2% salary increase at mid-year; ongoing savings of \$707,000 for foregoing step increases and furlough.

**FY2011/12** \$286,000 increase in expense for 1% salary increase at midyear, resumption of step increases, and continuation of adjustments approved in FY2010/11; ongoing savings of \$507,000.

**FY2012/13** \$570,000 increase in expenses for 1% salary increase at the beginning of the fiscal year, 3.5% salary increase at mid-year, and continuation of adjustments approved in FY2010/11 and FY2011/12; ongoing savings of \$236,000. Step increases will be trued up on July 31, 2013.

**Savings** \$2.2 million in savings over the term of the agreement based on the current Building Trades contract.

**Additional Financial Information on Automotive/  
Equipment Mechanics Agreement**

**FY2009/10** \$626,000 in salary savings from foregoing a 4% salary adjustment, step increases and 12-day of furlough.

Approximately 8 employees qualify for senior employee pay of 5%, however they will be required to furlough 104 hours/year, so the cost is neutral.

**FY2010/11** \$65,000 increase in expense for a 2% salary increase at mid-year; ongoing savings of \$565,000 for foregoing step increases and furlough.

**FY2011/12** \$230,000 increase in expense for 1% salary increase at midyear, resumption of step increases, and continuation of adjustments approved in FY2010/11; ongoing savings of \$407,000.

**FY2012/13** \$507,000 increase in expenses for 3.5% salary increase at the beginning of the fiscal year, and continuation of adjustments approved in FY2010/11 and FY2011/12; ongoing savings of \$142,000. Step increases will be trued up on July 31, 2013.

**Savings** \$1.7 million in savings over the term of the agreement based on the current Automotive/Equipment Mechanics contract.

### **Additional Financial Information on Engineering Agreement**

**FY2009/10** \$646,000 in salary savings from foregoing a 4% salary adjustment, step increases and 12-day furlough.

Approximately two (2) employees qualify for senior employee pay of 5%, however they will be required to furlough 104 hours/year, so the cost is neutral.

**FY2010/11** \$70,000 increase in expense for 2% salary increase at mid-year; ongoing savings of \$580,000 for foregoing step increases and furlough.

**FY2011/12** \$221,000 increase in expense for 1% salary increase at midyear, resumption of step increases, and continuation of adjustments approved in FY2010/11; ongoing savings of \$435,000.

**FY2012/13** \$567,000 increase in expenses for 3.5% salary increase at the beginning of the fiscal year and continuation of adjustments approved in FY2010/11 and FY2011/12; ongoing savings of \$106,000. Step increases will be trued up on July 31, 2013.

**Savings** \$1.8 million in savings over the term of the agreement based on the current Engineering contract.

### **Additional Financial Information on the Fire Department Agreement**

**FY2009/10** \$4.3 million in salary savings from foregoing a 5% salary adjustment and step increases.

**FY2010/11** \$4.3 million in salary savings from foregoing the previous salary adjustment and step increases.

**FY2011/12** \$2.9 million increase in expense for a 5% salary increase at mid-year, and true up of step increases (FY2009/10-FY2011/12); \$691,000 in savings.

**Savings** \$9.4 million in savings over the term of the agreement based on the current Fire Department Unit contract.

**Attachment 2**

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Building Trades Unit (2009 – 2013)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the Sacramento-Sierra Building and Construction Trades Council, which is the recognized employee organization for employees in the Building Trades Unit, regarding a three-year contract extension, delay in step increases, a delay in the 2009 salary adjustment, and furlough of 12 days (96 hours) per year.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two year step increase freeze, delay in the annual salary adjustment, and longevity pay for senior employees. The Addendum which describes these terms is in Attachment 1. The salary schedule for 2011, 2012 and 2013 is in Attachment 2.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

**BASED ON THE FACTS SET FORTH IN THE APPENDICES, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The Addendum covering the Building Trades Unit is adopted as attached and the Director of Labor Relations is authorized to execute the agreements.
- Section 2. The salary schedules for the Building Trades Unit for years 2011 and 2012 are adopted as attached.

**Table of Contents:**

- Exhibit A: Addendum – 2 pages
- Exhibit E: Salary Schedules – 1 pages

**Attachment 3**

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Automotive/Equipment Mechanics Unit (2009 – 2013)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the International Association of Machinists and Aerospace Workers, Local 2182, which is the recognized employee organization for employees in the Automotive/Equipment Mechanics Unit, regarding a three-year contract extension, delay in step increases, a delay in the 2009 salary adjustment, and furlough of 12 days (96 hours) per year.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two year step increase freeze, delay in the annual salary adjustment, and longevity pay for senior employees. The Addendum which describes these terms is in Attachment 1. The salary schedule for 2011, 2012 and 2013 is in Attachment 2.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

**BASED ON THE FACTS SET FORTH IN THE APPENDICES, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The Addendum covering the Automotive/Equipment Mechanics Unit is adopted as attached and the Director of Labor Relations is authorized to execute the agreements.
- Section 2. The salary schedules for the Automotive/Equipment Mechanics Unit for years 2011, 2012 and 2013 are adopted as attached.

**Table of Contents:**

- Exhibit B: Addendum – 2 pages
- Exhibit F: Salary Schedules – 1 pages

**Attachment 4**

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Engineering Unit (2009 – 2013)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the Western Council of Engineers, which is the recognized employee organization for employees in the Engineers Unit, regarding a three-year contract extension, delay in step increases, a delay in the 2009 salary adjustment, and furlough of 12 days (96 hours) per year.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two year step increase freeze, delay in the annual salary adjustment, and longevity pay for senior employees. The Addendum which describes these terms is in Attachment 1. The salary schedule for 2011, 2012 and 2013 is in Attachment 2.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

**BASED ON THE FACTS SET FORTH IN THE APPENDICES, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. The Addendum covering the Engineering Unit is adopted as attached and the Director of Labor Relations is authorized to execute the agreements.

Section 2. The salary schedules for the Engineering Unit for years 2011, 2012 and 2013 are adopted as attached.

**Table of Contents:**

Exhibit C: Addendum – 2 pages

Exhibit G: Salary Schedules – 1 pages



**Attachment 5**

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Fire Department Unit (2009 – 2012)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with Sacramento Area Fire Fighters, Local 522, which is the recognized employee organization for employees in the Fire Department Unit, regarding a two and one-half year (30 month) contract extension, delay in step increases, and deferral of the 2009 salary adjustment.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two and one-half year (30 month) step increase freeze, and delay in the annual salary adjustment. The Addendum which describes these terms is in Attachment 1. The salary schedule for 2011 and 2012 is in Attachment 2.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

**BASED ON THE FACTS SET FORTH IN THE APPENDICES, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The Addendum covering the Fire Department Unit is adopted as attached and the Director of Labor Relations is authorized to execute the agreements.
- Section 2. The salary schedules for the Fire Department Unit for years 2011 and 2012 are adopted as attached.

**Table of Contents:**

- Exhibit D: Addendum – 2 pages
- Exhibit H: Salary Schedules – 1 pages

**Exhibit A**

**Addendum Covering the Building Trades Unit**

**Term of Agreement**

Effective July 28, 2009, Article 19.14 a, TERM, will be modified to read as follows:

- a. This Agreement shall remain in full force and effect from November 26, 2005 to, and including June 28, 2013.

**Salaries**

1. Effective June 20, 2009, Article 7.5, 2009-2010 SALARIES, and Exhibit A-6 will be deleted and replaced with the following:

**Article 7.5 2010-2011 SALARIES**

Effective January 1, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%), and are set forth in Exhibit A-6.

**Article 7.6 2011-2012 SALARIES**

Effective December 31, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%), and are set forth in Exhibit A-7.

**Article 7.7 2012-2013 SALARIES**

Effective June 30, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by three and one-half percent (3.5%), and are set forth in Exhibit A-8.

2. Employees will receive eighty (80) hours of Paid Time Off on June 20, 2009 and forty (40) hours of Paid Time Off on June 19, 2010.
3. Paid Time Off will have no cash value, will not create overtime, and will have no expiration date.
4. This agreement may be reopened by the Council on July 2, 2010, and annually thereafter, should the City receive "stimulus" funds for facility maintenance or services which are applicable to employee costs, or the Consumer Price Index, U. S. All Urban Consumers, exceeds seven percent (7%) for four quarters to discuss salary adjustments within the City budget resources, including stimulus funds, if received.

**Step Increases**

1. Effective June 20, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two (2) years. For example, Employee A is at Step C/8 and is due to advance to Step D/9 on September 12, 2009. Employee A's advancement to that step will be suspended until September 12, 2011.
2. Employees who have their advancements suspended will receive eighty (80) hours of Paid Time Off.
3. Paid Time Off will have no cash value, will not create overtime, and no expiration date.
4. Effective June 18, 2011, the provisions of Article 8.2a., **ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps**, will be reinstated. Employees who are not at the top step of their salary range, and have completed their two-year step freeze period, will advance one (1) step on their anniversary date.
5. On June 29, 2013, employees who are not at the top step of their salary range, on their anniversary date, will be advanced to the salary step they would have been on had their salary not been suspended.

**Mandatory Furlough**

1. Effective June 20, 2009, employees shall furlough the equivalent of one day per month (96 hours), which may be taken individually, or grouped around holidays as designated by the City.

**Senior Employee Pay**

1. Effective June 20, 2009, eligible full-time employees will receive Senior Employee Pay in the amount of five percent (5%).
2. To qualify for Senior Employee Pay, the employee must have twenty-four (24) or more years of City service, and be at least fifty-four (54) years old.
3. Employees who receive Senior Employee Pay are required to furlough one (1) day per month (104 hours per year). Employees will normally not be scheduled for overtime on their furlough day.
4. Senior Employee Pay will be discontinued on January 1, 2011.
5. Senior Employee Pay is considered to be longevity pay and reportable as special compensation under PERS law.

**Exhibit B**

**Addendum Covering the Automotive/Equipment Mechanics Unit**

**Term of Agreement**

Effective July 28, 2009, Article 17.14 a, TERM, will be modified to read as follows:

- a. This Agreement shall remain in full force and effect from September 3, 2005 to, and including June 28, 2013.

**Salaries**

1. Effective June 20, 2009, Article 6.5, 2009-2010 SALARIES, and Exhibit A-4 will be deleted and replaced with the following:

**Article 6.5 2010-2011 SALARIES**

Effective January 1, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%), and are set forth in Exhibit A-4.

**Article 6.6 2011-2012 SALARIES**

Effective December 31, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%), and are set forth in Exhibit A-5.

**Article 6.7 2012-2013 SALARIES**

Effective June 30, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by three and one-half percent (3.5%), and are set forth in Exhibit A-6.

2. Employees will receive eighty (80) hours of Paid Time Off on June 20, 2009 and forty (40) hours of Paid Time Off on June 19, 2010.
3. Paid Time Off will have no cash value, will not create overtime, and will have no expiration date.
4. This agreement may be reopened by the Local on July 2, 2010 should the City receive "stimulus" funds related to fleet maintenance or services which are applicable to employee costs, or the Consumer Price Index, U. S. All Urban Consumers, exceed seven percent (7%) for four consecutive quarters.

**Step Increases**

3. Effective June 20, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two (2) years. For example, Employee A is at Step C/8 and is due to advance to Step D/9 on September 12, 2009. Employee A's advancement to that step will be suspended until September 12, 2011.
4. Employees who have their advancements suspended will receive eighty (80) hours of Paid Time Off.
3. Paid Time Off will have no cash value, will not create overtime, and will have no expiration date.
6. Effective June 18, 2011, the provisions of Article 8.2a., ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps, will be reinstated. Employees who are not at the top step of their salary range, and have completed their two-year step freeze period, will advance one (1) step on their anniversary date.
7. On June 29, 2013, employees who are not at the top step of their salary range, on their anniversary date, will be advanced to the salary step they would have been on had their salary step increases not been suspended.

**Mandatory Furlough**

1. Effective June 20, 2009, employees shall furlough the equivalent of one day per month (96 hours), which may be taken individually, or grouped around holidays as designated by the City.

**Senior Employee Pay**

2. Effective June 20, 2009, eligible full-time employees will receive Senior Employee Pay in the amount of five percent (5%).
2. To qualify for Senior Employee Pay, the employee must have twenty-four (24) or more years of City service, and be at least fifty-four (54) years old.
3. Employees who receive Senior Employee Pay are required to furlough one (1) day per month (104 hours per year). Employees will normally not be scheduled for overtime on their furlough day.
4. Senior Employee Pay will be discontinued on January 1, 2011.
5. Senior Employee Pay is considered to be longevity pay and reportable as special compensation under PERS law.

**Exhibit C**

**Addendum Covering the Engineering Unit**

**Term of Agreement**

Effective July 28, 2009, Article 16.14, TERM, will be modified to read as follows:

- a. This Agreement shall remain in full force and effect from October 29, 2005 to, and including June 29, 2013.

**Salaries**

1. Effective June 20, 2009, Article 6.6, 2009-2010 SALARIES, and Exhibit A-4 will be deleted and replaced with the following:

**Article 6.6 2010-2011 SALARIES**

Effective January 1, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%), and are set forth in Exhibit A-4.

**Article 6.7 2011-2012 SALARIES**

Effective December 31, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%), and are set forth in Exhibit A-5.

Effective June 30, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by three and one-half percent (3.5%), and are set forth in Exhibit A-6.

2. Employees will receive eighty (80) hours of Paid Time Off on June 20, 2009 and forty (40) hours of Paid Time Off on June 19, 2010.
3. Paid Time Off will have no cash value, will not create overtime, and no expiration date.
4. This agreement may be reopened by the Council on January 1, 2011 should the City receive "stimulus" funds, or the Consumer Price Index, U. S. All Urban Consumers, exceed seven percent (7%) for four quarters.

**Step Increases**

5. Effective June 20, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two (2) years. For example, Employee A is at Step C/8 and is due to advance to Step D/9 on September 12, 2009. Employee A's advancement to that step will be suspended until September 12, 2011.
6. Employees who have their advancements suspended will receive eighty (80) hours of Paid Time Off.
3. Paid Time Off will have no cash value, will not create overtime, and no expiration date.
8. Effective June 18, 2011, the provisions of Article 6.2a., ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps, will be reinstated. Employees who are not at the top step of their salary range, and have completed their two-year step freeze period, will advance one (1) step on their anniversary date.
9. On June 29, 2013, employees who are not at the top step of their salary range, on their anniversary date, will be advanced to the salary step they would have been on had their salary not been suspended.

**Mandatory Furlough**

1. Effective July 2, 2009, employees shall furlough the equivalent of one day per month (96 hours) per fiscal year through July 1, 2011, which may be taken individually, or grouped around holidays as designated by the City.

**Senior Employee Pay**

3. Effective June 20, 2009, eligible full-time employees will receive Senior Employee Pay in the amount of five percent (5%).
2. To qualify for Senior Employee Pay, the employee must have twenty-five (25) or more years of City service, and be at least fifty-five (55) years old.
3. Employees who receive Senior Employee Pay are required to furlough one (1) day per month (104 hours per year). Employees will normally not be scheduled for overtime on their furlough day.
4. Senior Employee Pay will be discontinued on January 1, 2011.
5. Senior Employee Pay is considered to be longevity pay and reportable as special compensation under PERS law.

**Exhibit D**

**Addendum Covering the Fire Department Unit**

**Term of Agreement**

Effective July 28, 2009, Article 26.7 a, TERM, will be modified to read as follows:

- a. This Agreement shall remain in full force and effect from April 29, 2008 to, and including January 2, 2012.

**Salaries**

1. Effective June 20, 2009, Article 6.3, 2009-2010 SALARIES, and Exhibit A-2 will be deleted and replaced with the following:

**Article 6.3 2011-2012 SALARIES**

Effective January 1, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A-2.

**Step Increases**

1. Effective July 4, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two and one-half (2.5) years. For example, Employee A is at Step C/8 and is due to advance to Step D/9 on July 2, 2009. Employee A's advancement to that step will be suspended until January 1, 2012.
2. Effective January 1, 2012, the provisions of Article 7.2a., **ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps**, will be reinstated. Employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary step increases not been suspended.



**Exhibit E**

**Building Trades Unit Salary Schedules**

**SALARY  
SCHEDULES  
NOT  
AVAILABLE  
AT TIME OF  
PRINT**

**Exhibit F**

**Automotive/Equipment Mechanics Unit Salary Schedules**

**SALARY  
SCHEDULES  
NOT  
AVAILABLE  
AT TIME OF  
PRINT**

**Engineering Unit Salary Schedules**

**SALARY  
SCHEDULES  
NOT  
AVAILABLE  
AT TIME OF  
PRINT**

**Fire Department Unit Salary Schedule**

**SALARY  
SCHEDULES  
NOT  
AVAILABLE  
AT TIME OF  
PRINT**