

Fire Managers Group
January 1, 2007 through December 31, 2010
Council Approved April 24, 2007

SALARY INCREASE

The current salary schedule is recorded in Appendix A. Each November, the City will adjust for salary compaction, if necessary, based on survey conducted for Vacaville Firefighters Association. Salary differential on base salary between classifications to remain at the same level in effect on May 1, 2002 (20.4% between Captain and Battalion Chief and 15.4% between Battalion Chief and Division Chief).

RETIREMENT

Employee pays nine percent (9%) of PERS Employee Contribution Rate to PERS via IRS 414(h)2.

All Fire Safety employees shall receive Section 21362 – 2% @ age 50 retirement formula. For employees retiring after December 31, 2006, the City shall grant a retirement formula equivalent to 3% @ age 50.

The 1959 Survivor Benefit coverage through PERS is at the Third (3rd) Level for local fire safety members. The City will reimburse the premium for this benefit. The City shall amend its contract with PERS to include Section 21574 – Fourth Level of 1959 Survivor Benefits. The City's contribution will cover both the City and the employee's contribution amounts.

All employees shall receive the following CalPERS contract provisions:

- Section 20965 – Credit for Unused Sick Leave
- Section 21024 – Military Service Credit as Public Service
- Section 21027 – Military Service Credit for Retired Persons
- Section 21548 – Pre-Retirement Optional Settlement 2 Death Benefit
- Section 21427 – Improved Non-Industrial Disability Allowance
- Section 21624 – Post-Retirement Survivor's Allowance (widow's 1/2 continuance)
- Section 20024.2 – One-Year Final Compensation

Regular employees are not covered by social security, however, employees hired after March 31, 1986 are required to pay one point four five percent (1.45%) of salary to Medicare, which is equally matched by the City.

HEALTH & WELFARE

City contributes the following amounts for employee plus family towards health, dental, vision, and life insurances. Employees are responsible for amounts that exceed the maximum amount paid by City.

Health Insurance – The City contributes the Health Net or Kaiser premium rates, whichever is greater.

Dental Insurance – The City will contribute an amount sufficient to cover the premium for employee or employee plus family throughout the duration of this agreement.

Vision Insurance – The City will contribute an amount sufficient to cover the premium for employee or employee plus family throughout the duration of this agreement.

Life Insurance – The City will contribute an amount sufficient to cover the \$51,233 basic life which is mandatory and the \$20,000 additional optional life.

In 1992, the City eliminated the option to cash out unused health and welfare items for any employee promoted into management after June 1, 1992, or hired into management after June 1, 1992. Eligible employees may cash out up to \$497 in lieu of optional health and welfare items. The cash-out amount shall be adjusted each year at the effective date of the health premiums either by the most recent cost-of-living adjustment applied to salary or the actual dollar increase on the health and dental insurance, whichever is less. In the event the cost-of-living is higher in another management group, the same percentage shall apply to this group.

The City and Fire Manager's Group agree to reopen this agreement with respect to Health and Welfare during Fiscal Year 07/08 provided that all employee organizations agree to such a reopener.

SCHEDULES

Fire Managers request that alternative work schedules like a 9/80 or 4/10 be available to Chief Officers assigned to a 40 hour work week. Fire Managers understand that alternative work schedules are being discussed at the A-Team meetings now and until formally adopted, the Fire Chief has the authority to approve an alternative work schedule for Fire Managers.

HOLIDAYS

Non-shift employees receive eleven (11) scheduled days off plus two (2) floating holidays added to annual leave each July 1st.

Shift employees (Fire Battalion Chief) receive four (4) shifts (ninety-six (96) hours) designated as holidays, which will be taken in the same manner as vacation. These hours will be shown in the employee's vacation accrual. In addition, Fire Battalion Chief shall receive pay equal to three percent (3%) of the employee's base pay, in lieu of time off on City approved holidays.

VACATION

Employees shall accrue vacation time at the accrual rates adjusted to generate the annual total based on the following schedule:

Fire Division Chiefs:

0 up to 5 years of service	20 days (160 hours)
5 through 15 years of service	25 days (200 hours)
15+ years of service	30 days (240 hours)
Maximum accrual:	428.4 hours
Bonus 5 and 15 years	5 days (40 hours) lump sum credit

Non-shift (Fire Battalion Chief):

0 up to 5 years of service	20 days (160 hours)
6 up to 15 years of service	25 days (200 hours)
+15 years of service	30 days (240 hours)
Maximum accrual:	428.4 hours
Bonus 5 and 15 years	5 days (40 hours) lump sum credit

Shift Employees (Fire Battalion Chief):

0 up to 2 years of service	3 shifts (72 hours)
2 up to 4 years of service	6 shifts (144 hours)
4 up to 6 years of service	9 shifts (216 hours)
6 up to 11 years of service	11.5 shifts (276 hours)
11 up to 13 years of service	12 shifts (288 hours)
13 up to 15 years of service	13 shifts (312 hours)
15+ years of service	14 shifts (336 hours)

Vacation to be accrued up to a maximum of six hundred (600) hours for shift employees and up to a maximum of four hundred twenty-eight point four (428.4) hours for employees temporarily assigned to a forty (40) hour week. Maximum vacation accrual for Fire Battalion Chiefs, who were in the classification of Fire Captain prior to February 1, 1991, shall be seven hundred twenty (720) hours.

Battalion Chief Vacation Picks:

The Operations Chief shall approve or deny vacation requests for shift Battalion Chiefs; their vacation requests will not be subjected to denial based solely on the need to backfill with another Battalion Chief receiving additional pay, or an Acting Battalion Chief receiving overtime.

SICK LEAVE

Non-shift employees shall receive twelve (12) eight-hour (8) days of sick leave accrual per year. Shift employees shall receive nine (9) twenty-four hour shifts of sick leave accrual per year. Unlimited accrual.

SICK LEAVE BUYBACK

One-fourth (1/4) of the sick leave accrued balance may be paid in cash upon a normal service retirement.

Annually in December, non-shift employees with 30 days of sick leave balance who use less than 4 of 12 days earned can elect to receive 50% of the unused portion earned in that year in cash. Shift employees must have 30 shifts of sick leave balance and use less than 3 shifts.

CATASTROPHIC LEAVE

Policy is referenced in Appendix B.

TUITION REIMBURSEMENT

The City will reimburse Fire Management unit employees up to \$1,500 per fiscal year for tuition and books, earning a "pass" in a pass/fail or a "B" or better grade. Requires pre-approval.

LONGEVITY

Longevity pay is based on original hire date and the bargaining unit the employee was originally hired into. Employees hired prior to July 1, 1985 are eligible to receive longevity pay as described below:

Employees shall receive five percent (5%) over base pay after ten (10) years of service, ten percent (10%) after fifteen (15) years, and fifteen percent (15%) after twenty (20) years. Percentage amounts to be compounded.

Employees who voluntarily elect to receive Senior Leadership Pay under the Agreement are ineligible to receive longevity pay under this section.

BEREAVEMENT LEAVE

Three (3) days in California or five (5) days outside California due to the death of employee's spouse, child, parent, brother, sister, grandparent, grandchild, mother or father-in-law, or household dependent or relative.

PROBATION

The probationary period shall be 12 months.

UNIFORM ALLOWANCE

Consistent with existing practice, uniform allowance for Fire Management unit employees shall be equivalent to that received by employees represented by Vacaville Firefighters Association.

VEHICLE ALLOWANCE

Effective January 1, 2007, vehicle allowance for Division Chiefs shall increase from \$300 to \$400 per month. Vehicle allowance may be received in lieu of City provided vehicle.

EDUCATION PAY

Employees hired prior to November 8, 1983 will be eligible for the following incentive pay.

- (a) Two point five percent (2.5%) Fire Science Certificate and five (5) years continuous service with the Vacaville Fire Department.
- (b) Five percent (5%) for a Fire Science Certificate without five (5) years service and a BA or AA degree in Fire Science or related field.
- (c) Seven point five percent (7.5%) for Fire Science Certificate with five (5) years of service and a BA or AA degree in Fire Science or a related field.

Employees hired on or after November 8, 1983 will be eligible for the following education incentive pay based on the following educational degrees:

- (a) A.A. or A.S. degree: two point five percent (2.5%) of employee's base salary, or
- (b) B.A. or B.S. degree: five percent (5%) of employee's base salary.

Employees are responsible for submitting a copy of their degree to Human Resources and education incentive pay shall be effective the pay period following receipt of a copy of degree. Employees may only receive incentive pay for one degree.

DEFERRED COMPENSATION

The City contributes one percent (1%) of employee's base salary into a deferred compensation plan, providing the employee contributes a minimum of two percent (2%). The City offers a 457(k) deferred compensation plan.

ADMINISTRATIVE LEAVE

Battalion Chiefs shall receive four (4) shifts of administrative leave on December 15th and annually, thereafter. Division Chiefs shall receive three (3) days of administrative leave. Employees may elect to receive as lump sum vacation credit or pay. The number of hours of vacation or pay shall be pro-rated for employees who have not worked the full preceding calendar year.

Battalion Chiefs who demonstrate additional productivity in their work each year, subject to annual Department Head approval, are eligible for two (2) additional shifts of pay or vacation administered in the same manner described above. Division Chiefs shall be eligible for two (2) additional days of pay or vacation. Examples of productivity would include design and implementation of methods to improve effectiveness and efficiency in the organization, meeting stated goals and objectives from the previous year, measured by regularly tracking costs, output and operating practices within their professional and technical areas.

BATTALION CHIEF EXTRA COMPENSATION

Consistent with current practice, Battalion Chiefs will receive additional compensation for such hours worked at a rate of time and one half during the following circumstances:

- When covering for another Battalion Chief who is absent for a partial or full shift.
- When assigned as an out of County OES system strike team leader or overhead position.

PERFORMANCE AWARD PAY

The City has a performance award program for unrepresented employees. One percent (1%) of base salary is allotted for the program. Payments are based on performance and are paid annually in February.

EMT PAY DIFFERENTIAL

EMT 1 certified Battalion Chief employees shall qualify for a two percent (2%) of base salary differential. This differential is in recognition of the full scope of functions performed by such EMT personnel.

BILINGUAL PAY

When required and assigned by the Chief to utilize bilingual skills as a condition of his/her employment, employees shall receive an additional two point five percent (2.5%) of base rate, providing he/she has passed a City approved bilingual examination for the language required. The examination shall evaluate oral and/or basic reading/writing skills. The City will administer the examination two (2) times per year when there are candidates to be tested. The examination may be given in conjunction with the certification of applicants for any recruitment requiring or giving preference to persons with bilingual skills. Skills pay for those who pass the examination shall begin the following pay period. An employee who does not pass a bilingual examination may be re-tested within six (6) months at their request and with the approval of the Chief. An employee will receive only one bilingual incentive pay amount, even if they are multilingual.

DAY SHIFT DIFFERENTIAL

A Battalion Chief assigned to a forty (40) hour workweek shall receive an additional five percent (5%) of base pay for the duration of the assignment. Employees assigned due to light duty, disciplinary action, or offsite training, shall not be eligible for this pay.

SENIOR LEADERSHIP PROGRAM

The Senior Leadership Program criteria shall be set jointly by the parties and the program implemented no later than June 30, 2007 (details to be articulated as Appendix E). For qualifying Fire Managers, compensation for Level I will be 2.5% of base rate, and for Level II, 5.0 % of base rate.

Effective November 1, 2008, qualifying Level I compensation will increase to 5.0% of base rate, and Level II will increase to 10.0 % of base rate.

The City of Vacaville and the Fire Managers agree that the parties intend the compensation under the Senior Leadership Program to be considered reportable compensation under CalPERS laws and rules.

DISCIPLINARY PROCEDURES

Refer to Appendix C Disciplinary Procedures.

GRIEVANCE PROCEDURES.

Refer to Appendix D Grievance Procedures.

Appendices A, B, C, and D attached.

Approved

Joel Brick, Fire Managers Group

Date

Dawn Villarreal, Director of Human Resources

Date

APPENDIX A
SALARY SCHEDULE

Fire Managers Group

Effective: November 1, 2006

CLASSIFICATION	RANGE	
FIRE BATTALION CHIEF	\$8,793.30	\$10,687.97
FIRE DIVISION CHIEF	\$10,152.01	\$12,339.43

APPENDIX B

Catastrophic Leave Policy

Catastrophic Leave Guidelines

The City agrees to establish a Catastrophic Leave Program to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The program will allow employees to donate time to affected employees within and outside the group, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time employee who has passed his/her initial City probationary period, 2) Have sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including - vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days, and 5) conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Director of Administrative Services, the total leave credits may be extended on a case by case basis.

Guidelines for Donating Leave Credits

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period.
- b. Time donated will be converted from vacation to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months; however, if approved by the Department Head, the Director of Administrative Services may approve an extension to six months total time.
- d. Initial leave time donations must be a minimum of one day and thereafter, in four hour increments. An employee cannot donate leave hours that would reduce his/her vacation balance to less than 40 hours for non-shift employees or 72 hours for shift employees.
- e. The use of donated leave hours will be in consecutive day increments.
- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness or injury, any balance will remain with that employee until that employee's separation from City service.

- h. Payment for unused sick leave at the time of termination of employment shall be in accordance with Section 16.7 Sick Leave at Retirement or Death.
- i. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.

APPENDIX C

Disciplinary Procedures

Appeals of Disciplinary Actions

All disciplinary actions (i.e., dismissal, demotion, or suspension without pay) must be in writing and signed by the appointing authority or designee. The employee will receive a written notice of proposed discipline which will include the nature of the discipline, the facts upon which the discipline is based, and the effective date of the proposed disciplinary action. Each employee will, upon request, receive copies of all materials that relate to the proposed discipline.

The failure of a Department Head to follow this procedure shall not render the action void nor constitute a defense by an employee to a disciplinary action.

“Skelly”

In the case of dismissals, demotions or suspensions without pay, as provided for in the law and applicable court decisions, the employee shall be offered a “Skelly” opportunity pursuant to which the employee shall be furnished written notice containing the nature of the proposed action, the reasons therefore, all materials and statements related to the action and the right to address the charges, orally or in writing. This notice shall be furnished at least one calendar week prior to the proposed effective date of the action.

In the event of dismissal, after receiving notice, but prior to the proposed effective date of dismissal, the employee may be retained in duty status, or suspended with pay at the discretion of the Department Head.

If the employee fails to respond to the advance notice of the proposed action, the action of the Department Head shall be effective on the date specified for final action. Should the employee respond orally or in writing, the Department Head shall consider any comments of the employee before making a final decision, and shall transmit to the employee a letter containing the decision within ten (10) calendar days.

The only exception to giving prior notice for dismissal or suspension without pay, as provided for in the law, is in an emergency where it is deemed necessary to remove the employee from his/her employment immediately for the safety of the public, the employee, or other City employees, provided a Skelly opportunity is afforded at the earliest reasonable opportunity available and the disciplinary action is still appealable. An employee removed on an emergency basis will be placed on paid administrative leave pending receiving the notice and an opportunity to respond.

Disciplinary Appeals

In the case of suspension without pay, demotion, or dismissal, the employee may appeal the decision of the Department Head to the City Manager. An employee shall have ten (10) calendar days from the date of the Department Head’s decision to notify the City Manager in writing of the appeal. If the employee fails to appeal the Department Head’s decision, the intended discipline shall be imposed on the day specified therein. If the employee appeals within the specified time, the Department Head will determine if the employee can remain on his/her normal work schedule or be placed on leave with pay until the appeal to the City Manager has been completed.

Appeal of suspension without pay up to a maximum of forty (40) hours - In the case of suspension without pay up to a maximum of forty (40) hours, the decision of the City Manager shall be final.

Appeal of suspension without pay exceeding forty (40) hours, demotion, or dismissal - In the case of suspension without pay exceeding forty (40) hours, demotion, or dismissal, the employee may appeal the decision of the City Manager to an arbitrator. A written notice of

appeal must be received by the City Manager no later than five (5) calendar days following the date of the City Manager's decision.

Upon receipt of the appeal, the City Manager shall contact the State Mediation and Conciliation Service (SMCS) to provide, in accordance with its normal customary procedures, a list of names of neutral parties who may serve as an arbitrator. Upon receipt of the list from SMCS, the City and the Organization shall meet and alternately strike names from the list until the name of one individual remains, who shall serve as the arbitrator.

The employee and the City shall share the fees and expenses of the arbitrator equally. A court reporter may be included in the proceedings upon mutual agreement of the parties, the cost of which shall be shared equally between the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the cost or expenses of witnesses called by the other party. A party requesting a transcript of the arbitration shall bear the cost thereof.

The decision rendered by the arbitrator shall be final and binding and not appealable to the City Council or a court of law.

APPENDIX D

Grievance Procedure

Grievance Procedure

The purpose of this grievance procedure is to provide all employees covered by the Group Policy the opportunity to settle problems in the course of their employment in a fair and orderly fashion if such problems cannot be settled informally.

Application. This procedure shall apply to employees of the City covered by the Memorandum of Understanding. A grievance may be on behalf of an individual employee or all employees affected.

All time periods specified herein may be extended by written agreement of the grievant and the City Manager or designated representative.

Scope. This procedure may be used whenever an employee believes he/she has been personally adversely affected by any action taken by his/her supervisor in the following matters:

- a. Violation of City policies/employee group policy governing working conditions
- b. Promotion
- c. Layoff
- d. Discrimination prohibited by law

Informal Resolution of Complaints. Before filing a grievance, an employee who has a complaint should attempt to resolve the matter through informal discussion with the appropriate supervisor without undue delay. It is the policy of the City to settle complaints at the first stage of complaint. Informal resolution shall not constitute the establishment of a "practice", "past practice" or a modification or interpretation of this Group Policy unless it is in writing approved by the Human Resources Director and the City Attorney.

Grievance Review Process. A grievance does not exist until reduced to writing, on a grievance form provided by the City, and filed at both the first level of review and with the Human Resources Director. If at any time in the proceedings it is determined that (a) grievant is not entitled to use the procedures or (b) the matter grieved is outside the scope of this procedure, the grievance shall be returned to the grievant with a written explanation and the proceedings shall be terminated.

Departmental Level of Review. Within seven (7) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the Department Head.

This statement shall be a clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The Department Head shall communicate his/her decision within seven (7) calendar days after receiving the appeal. If the Department Head does not respond within the time limits, the grievant may appeal to the next level. The Third Level of Review shall include the following Department Head step for investigating grievances.

Department Head Investigatory Step

- A. Convene a meeting with the employee and the grievant and the affected supervisor(s) at a mutually agreed upon time and place. Minutes shall be taken (unless any portion is agreed to be confidential) and shared with all participants.
- B. The grievant will present the issue, uninterrupted, to the Department Head along with any documentation.
- C. The Department Head will take notes, summarize the grievant's main points and obtain any necessary clarification.
- D. The Supervisor will present the issue, uninterrupted, to the Department Head along with any documentation.
- E. The Department Head prepares a list of the items that are in dispute.
- F. The Department Head will facilitate a discussion between the parties in an attempt to resolve the grievance. If a solution is arrived at that is acceptable to the parties, it will be recorded in writing and signed by the parties.
- G. In the absence of a resolution at the meeting, the Department Head will render a decision after taking the following steps;
 - 1. Conduct an independent investigation to confirm the facts that were presented at the meeting.
 - 2. Meet with the Human Resources Director to share the facts of the dispute and to review possible solutions.
 - 3. Consult with the grievant to explore the possibility of a mutually acceptable solution prior to issuing a final decision.
 - 4. In the absence of an agreed upon resolution, prepare a report summarizing the meetings that have been held, any subsequent investigation and or meetings by the Department Head and set forth the decision along with supporting justification.
- H. In the event the Department Head's decision is appealed to the City Manager, a complete record of the above will be provided before the hearing to the City Manager.

City Manager Level of Review. If the grievant is not satisfied with the decision at the Departmental level he/she may within seven (7) calendar days appeal the decision in written form to the City Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal.

The City Manager or his designee shall communicate his/her decision to the grievant within seven (7) calendar days. The City Manager will make final determination of all grievances.

Representation. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

Access to Information. At each level of review the grievant shall have access to the materials comprising the record of the grievance.

City Time for Preparation and Meetings. The grievant and any representative (if employed by the City) are entitled to use a reasonable amount of work time in preparing and presenting the grievance.

No Reprisals. No employee will be discriminated against in his/her employment because of the employee's utilization of this procedure. Complaints regarding allegations of reprisals should be submitted to the City Manager.

Reconsideration of a Grievance. Once a grievance has been reviewed under this procedure, it shall not be reopened or reconsidered except by mutual consent of the grievant and the City Manager.