# MEMORANDUM OF UNDERSTANDING

# BETWEEN THE

# CITY OF VACAVILLE

# AND THE

# VACAVILLE FIREFIGHTERS ASSOCIATION

**July 1, 2015 – June 30, 2018**

**Approved by Council: September 22, 2015**

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# MEMORANDUM OF UNDERSTANDING (MOU)
# BETWEEN THE
# CITY OF VACAVILLE
# AND
# VACAVILLE FIREFIGHTERS ASSOCIATION
# LOCAL 3501, I.A.F.F.

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This Agreement is entered into this 10th day of December 2013 between the City of Vacaville ("City") and the Vacaville Firefighters Association ("VFA"), Local 3501, I.A.F.F. ("Union").

Pursuant to Government Code Section 3500 et seq. and the City of Vacaville Employer/Employee Relations Resolution 1971-E, the following represents the entire Agreement between the parties covering rates of pay, hours of employment and all other conditions of employment.

## Section 1. Term

This Agreement shall be effective from July 1, 2015 through June 30, 2018.

In the event a successor agreement is not in place upon expiration of this Agreement, the parties agree to honor the terms of this Agreement on a day-to-day basis until a successor agreement is ratified/adopted by the parties, mandatory impasse procedures are exhausted, or unilateral action is taken by the City pursuant to the MMBA and prevailing case law.

## Section 2. Rights of the Parties

Employees represented by the Union continue to enjoy those rights set forth in Section 4, Employee Rights of Resolution 1971-E. The City shall continue to enjoy those rights set forth in Section 5, City Rights of Resolution 1971-E.

## Section 3. Recognition and Maintenance of Membership

### 3.1 Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time employees in the Fire Department who are in the following classifications:

Firefighter
Fire Engineer
Fire Engineer/Paramedic
Firefighter/Paramedic
Firefighter/Paramedic I/II
Firefighter I/II
Fire Captain
Assistant Fire Marshal

## 3.2 Maintenance of Membership

Except as otherwise provided herein, each employee who, on the effective date of this agreement, is a member in good standing of the Union shall thereafter, as a condition of employment, maintain such membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required by the Union as a condition of maintaining membership.

Any employee who, on the effective date of this agreement, is not a member of the Union, nor any person who becomes an employee after said date, shall not be required to become a member as a condition of employment. Any such employee who thereafter becomes a member of the Union shall thereafter maintain such membership for the duration of the Agreement except as otherwise provided herein.

Any employee who, on the effective date of this agreement was a member of the Union, and any employee who subsequently becomes a member may, during the period beginning December 1 through December 31 of each year during the life of this MOU, resign such membership and thereafter shall not be required to join as a condition of employment. Resignations shall be in writing to the Director of Administrative Services (or designee) with a copy to the Union.

The Union shall indemnify the City, defend and hold it harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of the application of or implementation of this provision.

# Section 4. Normal Workday/Workweek

The normal workday for shift personnel is twenty-four (24) hours and eight (8) hours for non-shift personnel.

Shift personnel workweek shall be an average of fifty-six (56*)* hours per week on the 48/96, two (2) days on, four (4) days off schedule (XXOOOO) X = duty shift. Non-shift personnel shall work forty (40) hours per week.

The Fire Chief and the City Manager (or designee) may approve a flexible work schedule for employees assigned to a forty (40) hour work week. Employee requests for a flexible work schedule for employees assigned to a forty (40) hour work week may be granted by the Fire Chief and the City Manager (or designee) at their sole discretion.

For the Training Officer assignment only, a ten (10) hour daily shift / forty (40) hour work period in a seven (7) calendar day schedule is authorized. Actual assignment of the Training Officer to the ten (10) hour shift schedule must be authorized in writing by the Fire Chief. The normal workday / work period under this MOU for the purpose of computing overtime for this shift shall be based on a ten (10)-hour shift / forty (40) hour work period. Overtime or Compensatory Time Off (CTO) for this shift will be paid for hours worked in excess of ten (10) hours in a day / forty (40) hours in the seven (7) day work period. The CTO balance applicable to this shift may not exceed thirty-six (36) hours.

The effectiveness of the ten (10) hour shift schedule will be subject to periodic review by the Department. Factors such as employee errors/fatigue, work performance, customer service, overtime cost, attendance, sick leave usage, and workers' compensation claims may be considered in the review. The Fire Chief retains the sole discretion and right to

terminate the schedule at any time upon thirty (30) days written notice to the incumbent employee and Union. In the event the ten (10) hour shift schedule is terminated by the Fire Chief, the assignment shall return to the standard eight (8)-hour schedule without further action.

In the event that the Training Officer wishes to discontinue the ten (10) hour shift schedule and return to the standard eight (8) hour schedule, he/she can submit a request for work schedule change in writing to the Fire Chief. The Fire Chief will have the sole discretion and right to approve or disapprove the request.

## Section 5. Overtime, Callback, Compensatory Time-Off, and FLSA Work Period

### 5.1 Overtime

Time and one-half (1½) the employee's regular rate of pay will be paid for time worked in excess of the normal workday, rounded to the nearest one-tenth (1/10) when such time is required to be worked by the City. The normal workday under this MOU for the purpose of computing overtime shall be based on a twenty-four (24) hour shift (fifty-six (56) hour average work week) or an eight (8) hour shift (forty (40) hour work week). The normal workday / work period under this MOU for the purpose of computing overtime for the ten (10) hour shift as described in Section 4. shall be based on a ten (10) hour shift / 40 hour work period. Overtime or Compensatory Time-Off (CTO) for this shift will be paid for hours worked in excess of ten (10) hours in a day / forty (40) hours in the seven (7) day work period.

When an employee is scheduled to cover a regular or partial shift on an overtime basis, compensation begins when the employee arrives at the initial worksite and is for actual hours worked only. If the employee stops by their home station to retrieve their gear in route to the station were the shift to be covered is located, it shall be considered the “initial worksite”, and the travel between the stations is work related and compensable.

### 5.2 Callback

Emergency callback overtime shall be at a two (2) hour minimum at time and one-half (1½) rate. Emergency callback overtime shall not be paid ten (10) minutes before or after the normal shift. Holdovers shall be paid at time and one-half (1½) rate for actual hours worked.

When an employee is paged for an emergency recall, compensation begins when the employee departs for the worksite, and is compensated for at least the minimum duration stated above.

### 5.3 Overtime Calculation

Paid time off shall be counted as hours worked for contractual overtime calculation purposes.

## 5.4 Compensatory Time-Off

Overtime or Compensatory Time Off (CTO) will be paid for hours worked in excess of the following: twenty-four (24) continuous hours/the work shift as defined in Section 4 (for employees assigned to twenty-four (24) hour shifts); eight (8) hours in a day/forty (40) hours in a seven (7) day period (for employees assigned to eight (8) hour shifts); or ten (10) hours in a day/forty (40) hours in a seven (7) day work period.

Unit employees may accrue CTO under this MOU for approved overtime hours (as set forth above) at the rate of time and one-half (1½) the employee's regular rate of pay.

CTO balances for unit employees may not exceed **one hundred (100)** hours. An employee may elect to cash out his/her accumulated balance of CTO once each year, to be paid out in November. An election form will be sent to eligible employees showing their CTO balance in early October. Employees must elect whether or not they want CTO cash out and how much. The election form must be returned to the Human Resources Division by October 31st. The CTO will be paid out in the November 15th paycheck.

Employees may, at the time overtime is earned, request payment in cash or CTO, pursuant to forms prescribed by the City. A Chief Officer must approve all requests for payment in CTO. Requests for CTO will not be approved for employees who have actual excess vacation balances. Nothing in this MOU precludes the right of the City to designate specific payment in cash or CTO overtime opportunities as "cash only".

The City will not require employees to use CTO prior to use of vacation. An employee wishing to use his or her accrued CTO shall make the request to the employee's supervisor by submitting a request at least seventy-two (72) hours in advance of the time requested. The supervisor will authorize or deny the request and notify the employee of the decision within forty-eight (48) hours of the supervisor receiving the request. Requests to use CTO may be denied if it would unduly disrupt City operations. However, pursuant to 29 USC 207 (0)(5), no request for use of CTO will be denied on the basis that such usage will require a replacement be hired on overtime. The Union acknowledges that this agreement may cause mandatory overtime for their members. The UNION leadership will address any concerns raised by their membership as a result of this policy. Once CTO usage is approved, the City may rescind the request only in the case of an emergency.

## 5.5 Fair Labor Standards Act (FLSA) Work Period Declaration

The Union acknowledges the City's declaration of an exemption for twenty-four (24) hour shift employees under Section 207(k) of the Fair Labor Standards Act. For twenty-four (24) hour shift employees, the work period is twenty-four (24) days/one hundred eighty-two (182) hours. For eight (8) hour employees, the work period is seven (7) days/forty (40) hours. These work periods govern the right to overtime required by the Federal Fair Labor Standards Act. These work periods will not affect the City's obligation to pay contractual overtime based on the terms agreed to in this MOU.

# Section 6. Leaves

## 6.1 Sick Leave

### 6.1.1 Accruals and Maximums

Shift personnel shall receive nine (9) twenty-four (24) hour shifts of sick leave per year. Non-shift personnel shall receive twelve (12) eight (8) hour days (equivalent ninety-six (96) hours annually) of sick leave. There shall be no maximum accrual. One-fourth (1/4) of the sick leave accrued may be paid in cash upon retirement.

### 6.1.2 Sick Leave Incentive Program

Twenty-four hour shift employees who have a sick leave balance of at least thirty (30) shifts (720 hours) and use three (3) or fewer shifts (72 hours) of their annual sick leave accrual of nine (9) shifts (216 hours) and eight hour employees who have a sick leave balance of at least thirty (30) days (240 hours) and use four (4) or fewer days (32 hours) of their annual sick leave accrual of twelve (12) days (96 hours) may elect to receive fifty percent (50%) of the remainder in cash, at the employee's current base rate of pay, of their annual sick leave accrual. The measurement period for determining buy back eligibility is December 16 through December 15. The remaining fifty percent (50%) shall remain in the employee's sick leave balance.

### 6.1.3 Sick Leave Advance

New employees will have available up to seventy-two (72) hours of sick leave during their first four (4) months of employment. Employee shall request sick leave advance in writing and leave shall be approved by the employee's supervisor. Any individual utilizing this sick leave will be required to pay back the usage through the regular accrual rate. If the employee leaves before accruing enough sick leave to pay back the credited amount, the amount will be deducted from accrued holiday or vacation leave. If accrued amounts of leave are insufficient to cover the credited usage, a dollar amount equal to the leave taken will be deducted from the employee's final paycheck.

### 6.1.4 Doctor's Certification

Sick leave with pay in excess of three (3) consecutive working days or two (2) shifts for reasons of personal illness or physical incapacity shall be granted only after presentation of a written statement by a licensed physician to the employee's immediate supervisor certifying that the employee's condition prevented the employee from performing the duties of the employee's position and that the employee is able to return to work. In the case of sickness arising or relating in any way to pregnancy, use of sick leave is limited to approval signified by presentation of a written statement from a licensed physician.

### 6.1.5 Healthy Workplace Healthy Family Act (AB 1522)

The sick leave includes the legally required sick leave days mandated by Assembly Bill 1522. The City will comply with AB 1522 in the administration of the legally mandated sick leave days.

## 6.2 Vacation Leave

### 6.2.1 Accruals and Maximums

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

**Non-Shift Employees**

| | |
|---|---|
| 0 up to 5 years of service | 80 hours |
| 5 through 10 years of service | 120 hours |
| 11 years of service | 128 hours |
| 12 years of service | 136 hours |
| 13 years of service | 144 hours |
| 14 years of service | 152 hours |
| 15+ years of service | 160 hours |
| Maximum accrual: | 320 hours |

**Non-Shift Fire Captain and Assistant Fire Marshal**

| | |
|---|---|
| 0 up to 5 years of service | 160 hours |
| 5 through 15 years of service | 200 hours |
| 15+ years of service | 240 hours |
| Maximum accrual: | 428.4 hours |

**Shift Employees**

| | |
|---|---|
| 0 up to 2 years of service | 72 hours |
| 2 up to 4 years of service | 144 hours |
| 4 up to 6 years of service | 216 hours |
| 6 up to 11 years of service | 276 hours |
| 11up to 13 years of service | 288 hours |
| 13 up to15 years of service | 312 hours |
| 15+ years of service | 336 hours |

Employees temporarily assigned (less than two (2) years) to the Day Shift shall accrue vacation leave hours at a factor of point seven one four two (.7142) of the twenty four (24) hour Shift employee's rate. All banked hours will be converted by the .7142 factor when moving to Day Shift from the 24 hour Shift. Employees transferring from Day Shift to the 24 hour Shift will have their banked hours converted at a factor of one point four (1.4).

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.

Upon adoption of this agreement, employees may elect to cash out up to one hundred twelve (112) hours of their vacation leave balance as follows:

- An election form will be sent to eligible employees showing their accrued vacation balance. Forms will be sent once in the fall of 2015, in January and July of 2016 and 2017 and in January of 2018.
- Employees must elect whether or not they want vacation cash out and how much.
- In 2016 and 2017, the election form must be returned to the Human Resources Division by February 1st and August 1st, and will be paid out on the February 15th

and August 15th paychecks each year. In 2018, the election form must be returned to the Human Resources Division by February 1st.

- As of June 30, 2018, the stated vacation cap will be enforced.
- As of June 30, 2018 employees may cash out up to one hundred twelve (112) hours of their vacation leave balance in January of each year, provided they have taken a minimum of one hundred sixty eight (168) hours of vacation leave during the preceding twelve (12) months (December 16-December 15). An election form will be sent to eligible employees showing their vacation balance in mid January of each year. Employees must elect whether or not they want vacation cash out and how much. The election form must be returned to the Human Resources Division by February 1st. The vacation will be paid out in the February 15th paycheck.
- If an employee reaches their cap on or after June 30, 2018, they will not accrue any additional vacation until the vacation hours are at or less than the stated cap. However, an employee will be allowed to temporarily accrue vacation in excess of their cap if the City cancels the employee's scheduled vacation during the calendar year in which the employee would otherwise reach their cap. The employee and the City shall promptly work together after the City cancels the employee's vacation to schedule alternative vacation time to prevent the employee from reaching their cap or at least minimize the extent to which the employee exceeds the cap.

### 6.2.2 Vacation Requests

The Department will add an additional three Firefighter/Paramedic positions (one per shift), bringing the assigned per shift staffing to 25 (including the Battalion Chief).

There will be no limit to the number of shift trades allowed on any day.

The annual scheduling of vacation leave for the coming year will be conducted as follows:

- Scheduling of vacation will start no later than October 1st of each year.
- All picks must be scheduled prior to December 31st.
- Seniority with the Department based on hiring date, or alternative method for Recruits with the same hiring date, will be the criteria used for establishing the order in which vacation picks are chosen.
- Picks will be conducted over four rounds, with the following restrictions:
    - Round 1: 14 shifts maximum, which can be split once. Each pick must be in a block of two or more shifts.
    - Round 2: 6 shifts maximum, which can be split once. Each pick must be in a block of two or more shifts.
    - Round 3: 3 shifts maximum, which can be split into multiple “one days” if desired.
    - Round 4: 15 shifts maximum, which can be split into multiple “one days” if desired.

Beginning with vacation picks for 2016, the City will initiate a three-year trial period during which up to four (4) members may be on vacation each shift. The City will evaluate whether or not it wishes to continue to allow up to four (4) members to be absent on vacation as part of its preparation process for the negotiations for a successor MOU in 2018. The Parties will meet and confer regarding the number of employees that may be off on vacation as part of that successor MOU negotiation process.

Up to four (4) members can be off on vacation leave per day as a result of the annual vacation pick process, even if the need for overtime coverage is created.

Additional vacation leave requested on or after January 1st of each year will be approved for up to three (3) members off per day even if the need for overtime coverage is created. Requests that bring the total to four (4) members off per day will only be approved if they do not create the need for overtime coverage.

The department will allow up to five (5) members to be off on vacation leave per day when the leave request is submitted after 0800 hours on a day that an additional buffer position is available, provided the vacation leave does not create the need for overtime coverage.

Members will only be permitted to cancel scheduled vacation if their vacation balance is below the cap referenced in Section 6.2.1 of this MOU.

The Fire Department will maintain a policy providing that up to two Engineers/ Engineer-Paramedics and/or up to two Fire Captains may be among the four employees scheduled for vacation on any given shift.

### 6.2.3 Vacation Bonus

After five (5) years of continuous employment, a one-time addition of one (1) additional week (forty (40) hours for non-shift personnel and one hundred twenty (120) hours for shift personnel) of vacation will be granted. A non-shift Fire Captain and Assistant Fire Marshal shall receive one (1) additional week of forty (40) hours of vacation at fifteen (15) years.

## 6.3 Holidays

### 6.3.1 Holidays for Shift Assignment

Employees assigned to twenty four (24) hour shifts shall have four (4) additional shifts (ninety-six (96) hours) designated as holidays which will be requested and approved in the same manner as vacation. These hours will be shown in the employee's vacation accrual. In addition, such employees shall also receive pay equal to three percent (3%) of the employee’s base pay, in lieu of time off on City approved holidays.

### 6.3.2 Holidays for Forty (40) Hour Week Assignment

Employees assigned to forty (40) hour duty for greater than one full pay period AND that have their leave accruals converted shall receive the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, July 4, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, four (4) hours Christmas Eve, Christmas Day, four (4) hours New Year's Eve, and two (2) floating holidays. The two floating holidays will accrue on a pay period basis at a rate of 0.667 hours per pay period.

## 6.4 Bereavement Leave

Department Heads may grant their employees up to five (5) scheduled work days (for 7.5, 8, 10, and 12 hour employees) or three (3) shifts (for 24 hour employees) of bereavement leave in the event of the death of an immediate family member.

For purposes of this section, "immediate family" shall include spouse, children, parent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, or anyone residing in a household who is a dependent or a relative.

The hours will not be taken from the employee's leave banks and will not become a vested property right.

This provision does not apply if the death occurs while the employee is on leave of absence or layoff.

## 6.5 Catastrophic Leave Program

The City and Union agree to the Catastrophic Leave Program as described in Appendix B of this MOU.

# Section 7. Retirement

## 7.1 CalPERS Retirement Benefits

The Public Employees' Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans (which includes CalPERS).

**Hire date on or after 1/1/13 and deemed "new" member**

(New member = no prior CalPERS/reciprocal employment or a break in service greater than 6 months)

Benefits include:

- Section 7522.25 (2.7% @ 57 Safety Formula)
- Section 20037 (Three Year Final Compensation)
- Employee contribution = 50% of Total Normal Cost, currently 12% Contribution amount is recalculated each year by CalPERS actuarial study.

**Hire date on or after 9/1/12 and deemed "classic" member**

(Classic member = prior CalPERS/reciprocal employment with less than 6 month break in service)

Benefits include:

- Section 21362 (2% @ 50 Safety Formula)
- Section 20037 (Three-Year Final Compensation)
- Employee contribution (Section 20678) = 9%
- Effective September 1, 2015 employees shall pay a combined total of twelve percent (12%) (9% employee contribution plus 3% employer contribution) towards CalPERS retirement. The 3% shall be paid as a cost share via MOU (pursuant to Government

Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract amendment, the employees agree to continue the stated contribution via MOU pursuant to Government Code Section 20516 (f).

**Hire date prior to 9/1/12**

Benefits include:

- Section 21362.2 (3% @ 50 Safety Formula)
- Section 20042 (One Year Final Compensation)
- Employee contribution (Section 20678) = 9%
- Effective September 1, 2015 employees shall pay a combined total of twelve percent (12%) (9% employee contribution plus 3% employer contribution) towards CalPERS retirement. The 3% shall be paid as a cost share via MOU (pursuant to Government Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract amendment, the employees agree to continue the stated contribution via MOU pursuant to Government Code Section 20516 (f).

As an offset for the increased employee PERS contribution, all employees will receive a 2.15% base wage increase effective September 1, 2015.

*All Fire safety retirements also include the following contracted CalPERS provisions:*

- Section 20903 (Two Years Additional Service Credit – if "Golden Handshake" activated)
- Section 20965 (Credit for Unused Sick Leave)
- Section 21024 (Military Service Credit as Public Service)
- Section 21027 (Military Service Credit for Retired Persons)
- Section 21427 (Improved Non Industrial Disability Allowance)
- Section 21548 (Pre-Retirement Option 2W Death Benefit)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)
- Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance)

## 7.2 IRC 414(h)2

The City instituted IRC 414(h)2 on January 1, 1997 for employee contributions to CalPERS. If, during the term of this agreement, IRC 414(h)2 no longer allows for tax deferred status of the member contribution, both parties agree to meet and confer on the impact.

## 7.3 Medicare

Regular employees are not covered by Social Security. However, employees are required to pay the mandatory one point four five percent (1.45%) of salary to medicare which is equally matched by the City.

### 7.4 Deferred Compensation

The City contributes one percent (1%) of employee's base salary into a deferred compensation plan for Fire Captains and Assistant Fire Marshal, providing the employee contributes a minimum of one percent **(1%)**.

Effective January 1, 2016, upon elimination of Section 9.10 (Performance Award Pay), the City contributes an additional one percent (1%) of employee's base salary into a deferred compensation plan for Fire Captains and Assistant Fire Marshal. The employee is not required to match this one percent (1%). Employees are required to match anything above the first one percent (1%).

## Section 8. Salary

### 8.1 Salary Ranges

The monthly salary ranges for the represented classifications shall be described in Appendix A. The Fire Captain's salary range shall be a flat monthly amount equivalent to twenty-five point eight two percent (25.82%) above the top step of Firefighter.

Effective September 1, 2015, a 2.15% salary increase as offset to increased PERS contribution.

At the end of FY 2015-16 (approximately October 2016) and 2016-17 (approximately October 2017), if non-Measure M revenues, less increases in non-discretionary expenditures (limited to CalPERS, PARS, Healthcare *or other expenses mandated by the Federal Government, the State of California or a Court with jurisdiction over the City),* exceed the City's actual revenue, then the City, will distribute 30% of these excess revenues to employees as a wage increase.

The City will allocate these excess revenues to each bargaining unit on a proportionate basis. If this trigger is reached, the minimum wage increase shall be 1.5% and the maximum shall be 4%. If this trigger is reached, the corresponding wage increase will be effective January 1, 2017 and January, 1, 2018.

If the trigger is reached for both years, the trigger calculation in year three will be reduced by the wage increase given in year two.

### 8.2 Compensation Plan

The compensation plan includes the basic salary schedule as adopted by the City Council in the Budget and subsequent amendments thereto, and the schedule of salary ranges as adopted by the City Council. Such schedule consists of minimum and maximum rates of pay and intermediate steps, as applicable, for all classes of positions included in the classification plan.

### 8.3 Use of Salary Ranges

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class, in providing employee incentive, and in rewarding employees for meritorious service. The following general provisions shall govern the granting of within-the-range increases:

a. The minimum rate established for the class is the normal hiring rate except in those cases where unusual circumstances appear to warrant appointment of an employee at a higher rate. Appointment above the minimum step rate may be made when the City Director of Administrative Services (or designee) determines that it is necessary in the best interests of the City. Approval will be based on qualifications of the applicant being in excess of the requirements for the class, that there is a shortage of qualified applicants available at the minimum step, and that qualified applicants decline employment at the minimum step.

b. Thirty (30) days prior to completion of six months, employees in Step 1 will be considered for salary increase. Incumbents appointed at step two of the salary range will be eligible for consideration after twelve (12) months. A merit evaluation form must be provided for each salary increase. Department heads will consider various factors affecting the performance of employees and may recommend advancement to the next step. If advancement is approved, the employee's new step shall be effective on the first day of the pay period next following the completion of the required time-in-service. The evaluation shall be accompanied by a written recommendation for either advancement to the next salary step or retention at the current step. The Director of Administrative Services (or designee) monitors evaluation prior to step increase. The Director of Administrative Services (or designee) approves all step increases. A step advancement does not indicate completion of probation.

c. The remaining steps are reserved to reward employees for satisfactory performance and service. At least thirty (30) days prior to each succeeding anniversary, Department Heads should forward to the Director of Administrative Services (or designee) a performance evaluation. The evaluation shall be accompanied by a written recommendation for either advancement to the next salary step or retention at the current step. Prior to each succeeding anniversary of initial appointment or step advancements, the Director of Administrative Services (or designee) shall require Department Heads to consider the eligibility of the employee to advance to such a step and to recommend either such advancement or retention at the same rate. Department Heads are to consider all factors affecting employee performance and will submit their recommendations in writing, giving the reasons therefore, whether to advance or retain the employee at the same rate. All such advancement and retention must be approved by the Director of Administrative Services (or designee).

# Section 9. Premium Pays and Other Compensation

## 9.1 Continuing Education (C.E.) Pay

The Firefighter/Paramedics and Fire Engineer/Paramedics shall receive one hundred dollars ($100) per month C.E. pay for the additional hours of off-duty training classes needed to maintain certification. It shall be the employee's responsibility to maintain paramedic certification until changed by law.

C.E. pay will be removed in the event the City is required by law to provide C.E. and expenses.

## 9.2 Emergency Medical Technician (EMT) Pay

All EMT 1 and EMT P certified unit employees shall qualify for a two percent (2.0%) of base salary differential. This differential is in recognition of the full scope of functions performed by such EMT personnel.

EMT Pay Differential is not applicable to the classification of Assistant Fire Marshal.

## 9.3 Education Incentive Pay

All employees are eligible for education incentive pay as follows:

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 the Human Resources Division 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.

## 9.4 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.

## 9.5 Senior Firefighter Program Pay

The Senior Firefighter Program as specified in Appendix C shall be compensated at five percent (5%) of base rate for Level I, and ten percent (10%) of base rate for Level II. These payments shall not be compounded.

The Senior Firefighter Program is applicable to all employees in the classifications of Firefighter, Fire Engineer, Fire Engineer / Paramedic, Firefighter / Paramedic, Firefighter / Paramedic Trainee, Firefighter Apprentice, and Fire Captain.

## 9.6 EMS Quality Improvement Leader (QIL) Pay

All qualified employees are eligible to participate in the EMS Quality Improvement Leader position as described under Appendix D.

Employees designated as EMS Quality Improvement Leaders shall be paid a flat rate maintained at a value equivalent to five percent (5%) of top-step Firefighter/Paramedic. This dollar amount shall be paid every pay period to all Fire Department-designated EMS Quality Improvement Leaders.

## 9.7 Fire Investigation Program Leader (FIPL) Pay

All qualified employees are eligible to participate in the Fire Investigation Program Leader position as described under Appendix E.

Employees designated as FIPL shall be paid a flat rate maintained at a value equivalent to five percent (5%) of top-step Firefighter. This dollar amount shall be paid every pay period to all Fire Department-designated Fire Investigation Program Leaders.

## 9.8 Hazardous Materials Program Leader (HMPL) Pay

All qualified employees are eligible to participate in the Hazardous Materials Program Leader position as described under Appendix F.

Employees designated as HMPL's shall be paid a flat rate maintained at a value equivalent to five percent (5%) of top-step Firefighter/Paramedic. This dollar amount shall be paid every pay period to all Fire Department-designated HMPL's.

## 9.9 Day Shift Differential Pay

An employee 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, academy trainees, or offsite training, shall not be eligible for this pay.

Day Shift Differential is not applicable to the classification of Assistant Fire Marshal.

## 9.10 Performance Award Pay

Fire Captain and Assistant Fire Marshal classifications are eligible for the performance award program, to which one percent (1%) of base salary is allotted. One-time payments are based on performance and are paid annually in February.

As of January 2016, the Performance Award Pay will be eliminated.

The 2015 Performance Award earned shall be paid in February 2016.

# Section 10. Assignments and Out-of-Rate Pay

## 10.1 Temporary Assignments and Out-of-Rate Pay

Regular driving assignments will be made each day based on filling one position at each station. These assignments may be filled by any combination of Engineers, eligible actors or assigned Firefighters provided that Department minimum staffing requirements are met; and that there is at least one (1) Engineer or eligible actor assigned to the Truck. Eligible actors are those employees who are on the current Engineer's Eligibility list. Employees on probation shall not be assigned to driving positions on a regular basis.

An employee assigned to assume the full duties, and works in a higher paid position shall receive five percent (5.0%) above their regular rate of pay beginning at the start of the first (1st) minute of the assignment. The regular rate of pay is defined as base plus any other recurring and routine pays as defined in 29 CFR 778.200.

## 10.2 Acting Assignments Schedule

Once an employee has been assigned as an Acting Battalion Chief, Fire Captain, or Fire Engineer, that employee can only be bumped down in rank if the individual in the classification of Battalion Chief, Fire Captain, or Fire Engineer causing the acting assignment returns to work in that position. **The parties understand that occasionally, due to operational needs, the Department may have to bump an Acting employee.**

An actor working a shift trade for another actor who has been assigned as an Acting Battalion Chief, Fire Captain, or Fire Engineer, will not be bumped down in rank.

## 10.3 Modified Duty Assignments

Modified duty assignments will be made in accordance with Fire Department Manual of Policies and Procedures. If an employee so desires, the employee may request the Director of Administrative Services (or designee) to review the Department's determination of a modified duty assignment.

## 10.4 Temporary Assigned Duties

From time to time the Department assigns employees during the work shift to perform special assignments. Scheduled vacations during such assignment will not be canceled.

## 10.5 Training Officer Assignment

The Training Officer assignment shall continue to be filled by an incumbent Captain from Local 3501.

# Section 11. Health and Welfare

## 11.1 Medical Insurance

The City will continue to contribute ninety-two percent (92%) of the Kaiser Bay Area premium for coverage through December 31, 2015 (ending with November 30, 2015 paycheck).

Effective the first pay period in which 2016 health premiums apply (December 15, 2015 paycheck) the City will contribute eighty-five percent (85%) of the Kaiser Bay Area premium cost for the selected plan level (single, double, family), with the balance to be paid by the employee on a pre-tax basis. An employee selecting a non-Kaiser plan shall receive the same City dollar contribution as an employee selecting the Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

## 11.2 Dental Insurance

July 1 through August 31, 2015 each employee pays $25.00 per month.

Effective September 1, 2015 the City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Dental premiums for the selected plan level (single, double, family).

The City reserves the right to switch the dental care program and/or provider. The City will meet and confer on any such change with the Union.

## 11.3 Life Insurance

The City shall provide a life insurance policy in the amount of $75,000.

The City shall make available the opportunity for full-time employees to purchase additional term life insurance for themselves, their spouses and their dependents through a vendor specified by the City. Purchase of additional life insurance and/ or spousal and dependent life insurance shall be voluntary. Election shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

## 11.4 Vision Insurance

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Vision premiums for the selected plan level (single, double, family).

## 11.5 Short Term Disability

The City does not currently participate in the State's Short Term Disability program (SDI). The City shall make available the opportunity for full-time employees to purchase Short Term Disability through a vendor specified by The City. Purchase of Short Term Disability insurance shall be voluntary. Elections shall be allowed upon hire and during open enrollment once per year as determined by The City. Premiums shall be paid through payroll deduction.

## 11.6 Double Coverage "Opt Out"

An employee demonstrating other medical coverage may "opt out" of the City's/ CalPERS medical plan and, in consideration, will receive a $250 monthly City contribution to his/her deferred compensation account. Effective October 1, 2015, employees receiving City health coverage through another City employee or retiree will no longer be eligible for the "Opt Out" benefit.

## 11.7 CalPERS Health Benefit Vesting Program

The City has implemented the CalPERS Health Benefit Vesting program. The Vesting program is mandatory for all employees hired on or after January 1, 2009**.** Employees hired prior to that date may voluntarily elect to participate in the Vesting program during an annual election process or at time of retirement.

## 11.8 Establishment of a Trust

The City established a Trust for purposes of funding City-wide retiree health care costs. Each employee will make direct contributions to the trust in the amounts described below on a pre-tax basis.

- Effective September 1, 2015 – Fifty dollars ($50.00) per month
- Effective July 1, 2016 – Seventy-five dollars ($75.00) per month
- Effective July 1, 2017 – One hundred dollars ($100.00) per month

## 11.9 Termination of Contributions

Employee contributions to the Trust shall be discontinued upon full funding of the City's actuarial liability for retiree medical costs.

### 11.10 Section 125 Plan

The City will maintain a plan whereby employees may elect to voluntarily contribute to a dependent care assistance program (as prescribed by and within the meaning of Section 125 of the Internal Revenue Code) or an employee welfare benefit plan that provides for health benefits (which are “qualified benefits” within the meaning of Section 125 (e) of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the City.

## Section 12. Uniform Allowance and Safety Clothing

### 12.1 Uniform Allowance

Employees shall receive uniform allowance in the amount of one thousand two hundred dollars ($1,200) per year.

Uniform allowance will be paid in equally divided installments on each paycheck.

The City will replace or repair glasses, up to one hundred dollars ($100.00) and watches up to twenty-five dollars ($25.00), if damaged in the line of duty without negligence.

Department will replace uniforms damaged while on duty provided the uniform was still in a serviceable condition when damaged. The Safety Clothing Coordinator will have final authority in making the decision to replace damaged uniforms.

### 12.2 Safety Clothing and Equipment

The City shall provide personal protective clothing and equipment per CAL-OSHA regulations and Fire Department standards as outlined in the Fire Department Manual of Policies and Procedures.

## Section 13. Tuition Reimbursement

The City shall provide up to fifteen hundred dollars ($1,500) per City fiscal year (July 1 - June 30) per employee to reimburse registration/tuition/book costs for job-related college course work taken with prior City and Department approval. The employee must earn a "pass" (for pass/fail courses) or a "B" grade or better.

## Section 14. Flexible Staffing - Paramedic

Employees in the classification of Firefighter may be assigned as a Firefighter/ Paramedic, via a flexible staffing procedure, if all of the following criteria exist:

a. The employee has submitted a written request for reassignment to the Firefighter/Paramedic classification;

b. The employee is assigned to a position, that has been designated as Firefighter/Paramedic in the budget;

c. The employee has passed his/her probationary period as a Firefighter; and

d. The employee meets all of the education, experience, and certification requirements; and possesses all of the knowledge, skills and abilities, required for the Firefighter/Paramedic classification.

Employees in the classification of Fire Engineer may be assigned to Fire Engineer/ Paramedic, via a flexible staffing procedure, if all of the following criteria exist:

a. The employee has submitted a written request for reassignment to the Fire Engineer/ Paramedic classification;

b. The employee is assigned to a position that has been designated as Fire Engineer/ Paramedic in the budget;

c. The employee has passed his/her probationary period as a Fire Engineer; and

d. The employee meets all of the education, experience, and certification requirements; and possesses all of the knowledge, skills and abilities required for the Fire Engineer/Paramedic classification.

Processing of the assignments shall be in accordance with the City of Vacaville Flexible Staffing Procedure's section entitled Promotion of Employee via Flexible Staffing.

All assignments pursuant to this Section shall be at the discretion of the Fire Chief.

## Section 15. Union Business

### 15.1 Facility Use

The City shall allow continued use of Department facilities and bulletin boards for Union meetings subject to reasonable standards as determined by the Fire Chief.

### 15.2 Union Time Bank

A Union Time Bank shall be maintained, allowing members of Local 3501 designated by the Union President to utilize the time bank for union activities. Use of Union Leave shall be approved through the time-off request process and shall not be unreasonably denied by the City.

To contribute vacation hours to the Union Bank, an employee must submit a "Voluntary Authorization for Deduction of Vacation or CTO Hours" form provided by the Human Resources Division. The City shall deduct vacation or CTO hours in the pay period following receipt of a completed authorization form. There shall be no retroactive deductions, pay-offs, or use of these hours for non-union business.

Participating employees can voluntarily elect to contribute an unlimited number of vacation hours (or compensatory hours) to the Union Bank. The Union can initiate this process on an annual basis in February of each year, or as needed on an emergency basis as determined by the Union.

These hours will be immediately converted into dollar values based upon each employee's hourly rate in effect on the dates listed above.

When a member takes Union Business Leave, a dollar amount shall be charged to the Union Bank at the hourly overtime cost of that employee's replacement. Union Business Leave is authorized only to the amount of credit existing within the Bank. An employee will always be hired back to fill a Union Leave position, regardless of the current staffing level.

The Union Bank of vacation hours contributed by employees shall be maintained by the Human Resources Division. The Finance Division will issue a report twice-yearly (January and July) detailing amounts of contributions and deducted leaves.

### 15.3 Liability

The Union shall indemnify and save the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section or in reliance on any list, notice, certification or authorization furnished under this Section.

## Section 16. Living Accommodations

The City shall continue to provide living accommodations (such as appliances, dishes, etc.) now being provided by the City subject to the Fire Chief's approval.

## Section 17. Residency

Union unit members are not subject to any residency requirement.

## Section 18. Respiratory Protection Program

The City and the Union agree to the City of Vacaville's Respiratory Protection Program (January 2000) with the following understandings:

a. The Union may select a reasonable number [up to three] of optional Physicians or Licensed Health Care Professionals (PLHCP) in lieu of the City's to perform medical evaluations;

b. A medical evaluation questionnaire is deemed a sufficient indicator of evidence of fitness to wear respiratory apparatus unless further testing measures are warranted in the opinion of the PLHCP;

c. The costs associated with medical evaluations will be borne by the City; and

d. If an employee does not receive medical clearance to wear a respirator, such condition will be treated as any other medical incapacitation. In the event of such, the City shall carry out its responsibilities and honor employee rights consistent with existing law and City policies and procedures.

## Section 19. Layoff Procedure

The parties agree that the layoff procedure described in the Personnel Policies and Procedures does not apply to the Firefighters bargaining unit. The layoff procedure as described in Appendix G shall apply.

VFA agrees to reopen on this section of the MOU to develop consistent Layoff language with Safety groups. The reopener will occur immediately upon City notice to VFA if a similar reopener agreement is reached with the other Safety groups.

## Section 20. Grievance Procedure

Grievances will be subject to the procedures outlined in Appendix H of this MOU. This procedure varies from that established in the Personnel, Policies, and Procedures (PPP's) by including an arbitration process as the final step of the grievance process.

## Section 21. Disciplinary Appeals Process Alternative

Disciplinary appeals will be subject to the procedures outlined in Appendix I of this MOU. This procedure varies from that established in Section 5.80 of the Personnel Policies and Procedures.

## Section 22. Unsuccessful Passage of Promotional Probation

An employee who does not successfully complete his/her promotional probationary period may be reinstated to a position in the class occupied by the employee immediately prior to his/her promotion only if there is a vacancy in the department. If a vacancy exists in another department in the City, such employee may be considered along with other applicants. If the cause for not passing the promotional probationary period was grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position.

## Section 23. Reinstatements

When recommended by the Fire Chief and approved by the Director of Administrative Services (or designee), exceptions to the provisions of PPP Section 4.30 Reinstatements may be made in order to fill vacancies when deemed in the best interest of public safety. The specific exception(s) and reason(s) therefore shall be documented in writing, and shall remain reasonably consistent with the existing practices of the City. The Union shall be advised in advance of any such exceptions.

This Section may be unilaterally rescinded upon ninety (90)-days written notice by either party.

VFA agrees to reopen on this section of the MOU to develop consistent Reinstatement language with Safety groups. The reopener will occur immediately upon City notice to VFA if a similar reopener agreement is reached with the other Safety groups.

# Section 24. Miscellaneous

## 24.1 Firefighter I and Firefighter/ Paramedic I

The Firefighter I and Firefighter/Paramedic I classifications are a single-step salary position used for the time period from when a new Firefighter/Paramedic is hired until completion of the in-house training academy (typically 10 – 12 weeks).

Upon successful completion of the in-house academy, the incumbent will be placed at Step 1 of the Firefighter II or Firefighter/Paramedic II salary range, as applicable.

Time spent in the classification of Firefighter I or Firefighter/Paramedic I will count toward completion of the 18 month probationary period.

## 24.2 Medic Unit Assignments

The Department and Union will jointly maintain a report of each member's ambulance rotation percentage over a time frame to be determined by the Union and the Department. The report will be reviewed at the quarterly Labor/Management Team meetings to discuss employee rotation, the time frame covered by the rotation report, and seek opportunities to address rotation issues.

## 24.3 Station Bid System

The Fire Chief maintains the exclusive management rights detailed in Resolution 2008-92. As such, the Station Bid Policy is initiated, implemented and operated at the sole discretion of the Fire Chief and may be terminated at any time without recourse.

The goal of this policy is to provide an opportunity for employees to bid for station assignments while maintaining the necessary specialty skills and classifications at each of the fire stations.

*See Appendix J for complete Station Bid Policy.*

## 24.4 Heat-Based Training

Training that requires physical exerting activities during excessive temperatures will be prohibited when the temperature reaches one hundred (100) degrees or higher, or when it reaches ninety-five (95) degrees on days forecast to reach one hundred (100) degrees or higher.

## 24.5 Information Network Resources Use Policy and Acknowledgment Form

The Union has agreed to the City's Network Resources Use Policy and Acknowledgment Form.

## 24.6 Probationary Period

The probationary period for Firefighters and Firefighter/Paramedics is 18 months.

## 24.7 Firefighter and Firefighter/Paramedic Recruit Seniority

Department seniority is established by date of initial employment as a Firefighter or Firefighter/Paramedic recruit with the City of Vacaville. However, in the event that two or

more recruits share the same date of initial employment, department seniority will be based on final academy scores, as determine at the end of the in-house academy. The individual with the highest cumulative score will receive the top seniority position in the respective academy and the others will follow in seniority based on the next highest score. If two or more recruits finish the academy with the same cumulative test scores, the Fire Chief will then determine which individual will achieve the higher seniority.

In the event two or more recruits are hired on the same day but an in-house academy is not offered, seniority will be determined by the Fire Chief based on applicable work experience.

The Fire Chief's decisions on seniority are final and binding.

City of Vacaville employee numbers given out to each employee will have no bearing on department seniority.

## Section 25. Separability

Should any provisions of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent legislation, the remainder of this Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

## Section 26. Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term.

Those things now in effect which fall within the scope of representation and not specifically changed by this Memorandum of Understanding are to remain in effect unless modified by the meet and confer process.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding.

This Agreement was made and entered into this 22nd day of September 2015.

| VACAVILLE FIREFIGHTERS ASSOCIATION LOCAL 3501, I.A.F.F. | CITY OF VACAVILLE |
|---|---|
| *Signature on File* | *Signature on File* |
| By Jason Prescott<br>President | By Dawn Leonardini<br>Director of Administrative Services |

# APPENDIX A

## SALARY SCHEDULE

(Reference Section 8.1)

Vacaville Firefighters Association, Local 3501 Effective: September 1, 2015

| POSITION TITLE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---|---|---|---|---|---|
| ASSISTANT FIRE MARSHAL | $8,377.05 | | | | $10,183.08 |
| FIRE CAPTAIN | | | | | $10,183.08 |
| FIRE ENGINEER | $6991.32 | $7,340.91 | $7,707.88 | $8,093.39 | $8,498.06 |
| FIRE ENGINEER/PARAMEDIC | $7,865.25 | $8,258.54 | $8,671.40 | $9,105.07 | $9,560.31 |
| FIREFIGHTER I | $5,918.65 | | | | |
| FIREFIGHTER II | $6,658.39 | $6,991.32 | $7,340.85 | $7,707.96 | $8,093.37 |
| FIREFIGHTER/PARAMEDIC I | $6,658.39 | | | | |
| FIREFIGHTER/PARAMEDIC II | $7,490.72 | $7,865.25 | $8,258.47 | $8,671.48 | $9,105.05 |

# APPENDIX B

## CATASTROPHIC LEAVE PROGRAM

(Reference Section 6.5)

The Catastrophic Leave Program is for employees who have exhausted all accrued leaves due to a serious or catastrophic illness, injury or condition. The Catastrophic Leave Program allows employees to donate time to any qualifying City employee, 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 full time employee who has passed his/her initial City probationary period, 2) Have personally sustained, or have an immediate family member who has sustained a life-threatening or debilitating illness, injury or condition certified by a physician, 3) Have exhausted all accumulated paid leave, 4) Be unable to return to work for at least 30 days, or in the case of the condition affecting the immediate member, that the family member must be in need of prolonged and significant personal care, and 5) Conform with the qualifying criteria of the Family and Medical Leave Act.

### Benefits

Accrued vacation, administrative leave, 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 paid leave accruals.

### Guidelines For Donating Leave Credits

a. Accrued vacation leave, administrative leave, and compensatory time off may be donated by any full-time employee who has completed his/her initial City probationary period (if applicable).

b. Time donated will be converted 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 fifty-six (56) hours. The total leave credits received by the employee shall not exceed six (6) months.

d. Leave donations must be in a minimum increment of one (1) hour. An employee cannot donate leave hours that would reduce his/her total leave balances (vacation + administrative leave + compensatory time off) to less than fifty-six (56) hours.

e. Donated leave hours will be used in consecutive hour/day increments necessary to keep the employee whole.

f. While an employee is on leave using donated leave hours, no vacation, administrative leave, sick leave or other paid leave hours will accrue.

g. Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness or injury, any unused donation will not be deducted from the original donor's balance.

h. Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.

i. For the purposes of this Section, "immediate family member" is defined as: Mother, father, child, spouse, registered domestic partner, or sibling of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

j. Under extenuating and extraordinary circumstances, the Director of Administrative Services may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

# APPENDIX C

## SENIOR FIREFIGHTER PROGRAM

(Reference Section 9.6)

The purpose of the Senior Firefighter Program is to provide recognition in the form of compensation to Firefighters who have acquired special skills or managed special programs that have added value to the services provided to the community. This program also recognizes the value of continued years of service, academic achievement, and the development of skills and knowledge through assignments and specialties within the Department.

The Department recognizes that Firefighters increase their relative value to the organization through consistent efforts to enhance their formal education and professional training and by seeking assignments to one or more of the special assignments or projects available within the Department. The Department also recognizes that Firefighters who dedicate a number of years to the service of the City of Vacaville acquire knowledge of the local community, trends in fire and EMS services, and other related issues that provide an added value to their work as a Firefighter. The Senior Firefighter Program is to provide a visible means of recognizing Firefighters, as well as compensating them for their continual efforts to seek to professionally develop their skills and knowledge.

This program is applicable to all employees in the classifications of Firefighter, Fire Engineer, Fire Engineer/Paramedic, Firefighter/Paramedic, Firefighter/Paramedic Trainee, Firefighter Apprentice, and Fire Captain.

### Requirements for Participation

The requirements and compensation for the Senior Firefighter Program are set at two levels and are summarized below:

### Senior Firefighter I

- Eight years paid experience (at least five with Vacaville)
- California State Fire Marshal Firefighter II certification
- Special assignment(s) working a 40-hour work week schedule for a cumulative total of at least 6 months (in Vacaville, not including “light duty” assignments) or involvement in special project(s) or program(s) approved by the Department for a total of at least 12 months (in Vacaville).
- Credit for previous assignment will be granted from September 16, 2000, forward.

### Senior Firefighter II

- Twelve years paid experience (at least nine with Vacaville)
- Certification in any California State Fire Marshal specialty track or CSTI hazardous materials technician **or** specialist or certified confined space operations **or** certified rescue systems 1 or 2

- California State Fire Marshal Fire Officer certification
- Special assignment(s) working a 40-hour work week schedule for a cumulative total of at least 12 months (in Vacaville, not including "light duty" assignments) **or** involvement in special project(s) or program(s) approved by the Department for a total of at least 24 months (in Vacaville).
- Credit for previous assignment will be granted from September 16, 2000, forward.

**Examples of Qualifying Programs or Projects**

- Map Book/Run Card Maintenance
- School Fire & Life Safety Training Program
- Safety Program
- Wellness Program
- Physical Fitness Program
- Tools and Equipment
- Paramedic Preceptor Program
- Emergency Medical Dispatch Program
- EMS Equipment and Supply Purchasing Program
- Radio Equipment Program
- MEDS Program
- Safety Clothing
- Company Inspection Program
- Grant Development
- Technical Rescue Program
- Swift Water Rescue
- EMT Recertification Manager
- Fire Extinguisher maintenance and Testing Coordinator
- Vehicle Equipment inventory Coordinator
- SCBA maintenance and Fit Testing Coordinator
- Life Safety Rope Coordinator
- Smoke Detector Program
- Driver License Program Coordinator
- Pre-Fire Plan Coordinator
- Hose Inventory and Testing Coordinator
- Records Management System Coordinator
- Ladder Inventory and Testing Coordinator
- Shift Rotation Tracking Specialist

The Fire Chief can approve programs/projects as necessary.

**Compensation**

Eligible Senior Firefighters will be compensated at the rate of five percent (5%) of base salary for Level I, and ten percent (10%) of base salary for Level II (no compounding with Level I). Compensation will start with the pay period immediately after appropriate supporting documentation is submitted to and approved by the Department for all approved programs or projects that meet the criteria outlined in the Requirements for Participation section of this document. The individual Firefighter is responsible for providing the application to the appropriate Chief Officer at the time of eligibility.

# APPENDIX D

## EMS QUALITY IMPROVEMENT LEADER

(Reference Section 9.7)

### Qualifications and Designation Process

Employees requesting designation as EMS Quality Improvement Leaders will be considered in accordance with the experience and education guidelines established by the Fire Department. The Fire Division Chief in charge of the EMS function shall have sole discretion in designating personnel as EMS Quality Improvement Leaders.

Personnel designated as EMS Quality Improvement Leaders will normally fill that role for three (3) years. At the end of the three-year assignment, the Fire Department can extend an EMS Quality Improvement Leader's assignment for one (1) additional year by mutual agreement with the EMS Quality Improvement Leader.

If a designated EMS Quality Improvement Leader is not able to adequately meet the requirements of the role as determined by the Fire Division Chief in charge of the EMS function, then the EMS Chief can discontinue that EMS Quality Improvement Leader's assignment at any time deemed necessary. Such removal in and of itself shall not constitute a disciplinary action, and therefore shall not be grievable or appealable.

### Responsibilities and Key Tasks

The responsibilities and key tasks of a designated EMS Quality Improvement Leader are documented in the Fire Department's role description for EMS Quality Improvement Leader.

### Compensation

Employees designated as EMS Quality Improvement Leaders shall be paid a flat rate maintained at a value equivalent to five percent (5%) of top-step Firefighter/Paramedic. This dollar amount shall be paid every pay period to all Fire Department-designated EMS Quality Improvement Leaders.

# APPENDIX E

## FIRE INVESTIGATION PROGRAM LEADER

(Reference Section 9.8)

### Qualifications and Designation Process

Employees requesting designation as Fire Investigation Program Leader (FIPL) will be considered in accordance with the experience and education guidelines established by the Fire Department. The Fire Chief shall have sole discretion in designating personnel as FIPLs. If an employee has requested designation but is not assigned, the Fire Chief (or his designee) will meet with the employee to explain why he/she was not assigned if the employee requests an explanation. Designation by the Fire Chief is consistent with the Haz Mat Program Leader language.

Personnel designated as FIPLs will normally fill that role for a minimum of three (3) years. At the conclusion of the initial three year assignment, additional one year assignment extensions can be granted by mutual agreement between the Fire Chief and the individual FIPL.

If a designated FIPL is not able to adequately meet the requirements of the role as determined by the Fire Chief, then the Fire Chief can discontinue that FIPL's assignment at any time deemed necessary. Such removal in and of itself shall not constitute a disciplinary action, and therefore shall not be grievable or appealable.

If a designated FIPL endures a hardship that he/she feels justifies discontinuing their assignment prior to the initial three year commitment, he/she can submit a hardship request to the Fire Chief. The decision of the Fire Chief is final and not grievable or appealable.

FIPL's who have filled the role for three years or more may resign if they choose to do so. FIPL's must submit a resignation letter to the Fire Chief and provide 90 days notification.

In the event that the Fire Chief determines that a FIPL assignment cannot be filled due to a lack of qualified applicants, the assignment will be unfilled until such time that a qualified applicant becomes available.

Employees will not be mandated by the Department into a FIPL assignment.

### Responsibilities and Key Tasks

Each FIPL shall possess the skills and knowledge needed to conduct, coordinate, and complete a fire investigation. The FIPL is expected to perform the full range of fire investigation duties, which typically consists of:

> *Scene inspection; scene documentation through photography and diagramming; evidence recognition, documentation, collection and preservation; witness interviews; review and analysis of the investigations of others; identification and collection of data or information from other appropriate sources; incident analysis; incident conclusion; investigation reporting; case preparation; courtroom presentation.*

Key tasks beyond comprehensive fire investigation duties may include:

*Assisting with general Department fire investigation program improvement efforts; assisting with Department fire investigation training; researching Department fire investigation equipment needs; assisting in the purchase and maintenance of fire investigation equipment; active membership in the locally organized Fire Investigation unit. Specific tasks will be detailed in the role description.*

In the event that the assigned workload of a FIPL cannot reasonably be accomplished during his/her normally-assigned shift, the Department will authorize overtime based on the urgency of the work to be completed.

**Compensation**

Employees designated as FIPL's shall be paid a flat rate maintained at a value equivalent to five percent (5%) of top-step Firefighter. This dollar amount shall be paid every pay period to all Fire Department-designated FIPLs.

Hours worked by FIPLs outside of normal working hours on Department-designated fire investigation program activities are compensable consistent with section 5.1 of the current MOU.

From time to time, off-duty FIPL's will be contacted to respond to an incident for fire investigation purposes. However, the Department does not require off-duty FIPLs to make themselves available on an "on-call" basis.

**Other Considerations**

The Department shall attempt to send FIPLs to a minimum of 40 hours of continuing education/training per year. Associated costs shall be paid for by the Department consistent with City and Department policy. In the event such continuing education/training would trigger an overtime situation, approval for such must be provided by Fire Administration in advance. Overtime authorization shall remain the sole discretion of Fire Administration.

# APPENDIX F

## HAZARDOUS MATERIAL PROGRAM LEADER

(Reference Section 9.9)

### Qualifications and Designation Process

Employees requesting designation as Hazardous Materials Program Leader (HMPL) will be considered in accordance with the experience and education guidelines established by the Fire Department. The Fire Chief shall have sole discretion in designating personnel as HMPL's.

Personnel designated as HMPL's will normally fill that role for a minimum of five (5) years.

If a designated HMPL is not able to adequately meet the requirements of the role as determined by the Fire Chief, then the Fire Chief can discontinue that Haz-Mat Program Leader's assignment at any time deemed necessary. Such removal in and of itself shall not constitute a disciplinary action, and therefore shall not be grievable or appealable.

If a designated HMPL endures a hardship that he/she feels justifies discontinuing their assignment prior to the 5 year commitment, he/she can submit a hardship request to the Fire Chief. The decision of the Fire Chief is final and not grievable or appealable.

HMPL's who have filled the role for 5 years or more may resign if they choose to do so. HMPL's must submit a resignation letter to the Fire Chief and provide 90 days notification.

### Responsibilities and Key Tasks

Each HMPL shall be an active member of the Solano County Hazardous Materials Response Team, including attending monthly drills and required continuing education training, equipment maintenance days, response to incidents off duty, etc.

Key tasks beyond being active members of the Solano County Hazardous Materials Response Team include: assisting with general Department haz-mat program improvement efforts, researching Department haz-mat equipment needs, assisting in the purchase and maintenance of haz-mat equipment, monitoring haz-mat certification/re-certification of Department personnel, serving as a key resource to an Incident Commander during a haz-mat incident in the City and assisting with Department haz-mat training. Specific tasks will be detailed in the role description.

### Compensation

Employees designated as HMPL's shall be paid a flat rate maintained at a value equivalent to five percent (5%) of top-step Firefighter/Paramedic. This dollar amount shall be paid every pay period to all Fire Department-designated HMPL's.

Hours worked by HMPL's outside of normal working hours on Department-designated haz-mat program activities are compensable consistent with section 5.1 of the current MOU.

**Other Considerations**

Costs associated with HMPL's attendance at required training and continuing education shall be paid for by the Department.

All medical monitoring of HMPL's required by federal or state regulation shall be paid for by the Department.

HMPL's who are required to attend haz-mat related drills, training, continuing education or other Department-designated activities during their regular work shift will be assigned to participate in those activities and will not be part of the regular shift staffing during such participation. Such absences from regular shift staffing will not adversely affect the ability of other employees to take partial-day, one-day or block vacations if otherwise allowed by policy.

# APPENDIX G

## LAYOFF PROCEDURE

(Reference Section 19)

The parties agree that the layoff procedure described in the Personnel Policies and Procedures does not apply to the Firefighters bargaining unit and the following procedure shall apply.

### Definition

Layoff shall be defined as the involuntary and non-disciplinary separation of an employee from City service by the Fire Chief, City Manager, and/or City Council. The layoff and re-employment process shall be hereinafter referred to as the "process."

### Consideration of Department Needs

Prior to beginning the layoff process, Fire Department program and staffing needs shall be identified, established, and communicated by the Fire Chief to the Union. During this time, the City agrees to review and consider the Union's interests regarding program and staffing needs. Fire Department program and staffing needs shall be considered during the entire layoff process. The layoff process shall not be based on individual merit, unless otherwise specified in this section.

### Bargaining Unit Process

Layoffs within the bargaining unit shall utilize a "bumping process" based on the reverse order of seniority of employment in a classification represented by the Union.

Unit employees shall have the option to bump into a classification which they have previously held (i.e. Firefighter/Paramedic) and are qualified for as determined by the Fire Chief. Bargaining unit employees who have not held the classification of Firefighter may bump into that classification. This option shall be based on seniority of employment with the Department as established on the current Department seniority list at the time of layoff.

### Acceptance of Fire Managers

During the layoff process, the Union agrees to accept Fire Managers back into the bargaining unit. Fire Managers shall bump into the bargaining unit based on the reverse order of seniority of employment in a management classification.

They shall have the option to bump into a classification which they have previously held (i.e. Firefighter/Paramedic) and are qualified for as determined by the Fire Chief. Fire Managers who have not held the classification of Firefighter may bump into that classification. This option shall be based on seniority of employment with the Department. A Fire Manager who bumps into the bargaining unit shall be considered a unit employee for purposes of defining seniority for layoffs.

**Order of Layoff**

After all bumping has occurred, layoffs shall be done in reverse order of seniority of employment among unit employees. Seniority of employment shall be based on the current Department seniority list at the time of layoff.

**Notice of Layoff**

The City shall notify each employee who is to be laid off in writing and mailed by certified mail, return receipt requested, to the employee's last known address; or the notice may be delivered to the employee in person. The notice shall also specify the effective date of layoff, and, whenever possible, give thirty (30) days notice prior to the effective date of the layoff. In no case shall the City give less than fourteen (14) days written advance notice to employees to be laid off.

An informational effort by the City via the announcement folder and bulletin boards will be made to assist laid off employees in finding other employment opportunities in other jurisdictions.

**Acceptance of Layoff**

An employee to be laid off may elect to accept such layoff prior to the date named in the Notice of Layoff. If an employee elects early layoff, he/she shall give the Fire Chief at least five (5) business days notice.

**Re-employment Rights**

The Fire Department shall establish and maintain a re-employment list of all bargaining unit employees laid off during the preceding two-year period. A laid-off employee shall be continued on the list for an additional two (2) years if application in writing for extension of eligibility is made before the expiration of the original re-employment period. Laid-off unit employees shall have the first right to a position in a class for which they are qualified based on reverse order of layoff.

Employees who have been laid off less than one year shall be required to successfully pass a thorough medical examination performed by a City-designated physician prior to re-employment. Cost of said examination shall be paid by the City. In addition to this requirement, employees who have been laid off one year or longer may be required to successfully complete a skills evaluation process as determined by the Fire Chief.

Upon re-employment, an employee will not be required to complete a new probationary period if he/she had previously held regular status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-employment. Seniority of employment with the City shall be re-established and continue based on the seniority held by the laid-off employee at the time he or she was laid off.

A unit employee re-employed as a Firefighter/Paramedic shall have three (3) months in which to re-certify if his/her paramedic certification has lapsed and shall be considered a probationary employee during that three (3) month time period, or until the employee becomes certified as a paramedic. An employee who fails to re-certify shall be terminated without any appeal rights.

**Offer for Re-employment**

Offers for re-employment must be accepted within seven (7) days after receipt of the offer by certified mail. It is the sole responsibility of the laid-off employee to keep the Fire Chief informed of where he/she may be contacted.

**Effect of Failure to Reply**

Any person on a re-employment list who does not respond within fifteen (15) days from deposit of the offer in the United States mail shall be deemed to have declined the offer and shall be removed from the re-employment list and shall no longer be an employee of the City.

**Level of Re-employment**

If an employee elects to accept a position in a lower class for which he/she is qualified, the employee will not be removed from any lists for a position in a higher classification that the employee is on for the duration of the re-employment period.

**Grievance Procedure for the Process**

Bargaining unit employees have full access to the grievance procedure relative to the administration of the layoff and re-employment process. The decision to implement layoffs and re-employment shall not be subject to the grievance procedure.

**City Equipment**

At the time of layoff and prior to final payment, all records, assets, and other items of City property in the employee's custody shall be transferred to the Fire Chief and certification to this effect shall be executed by the Fire Chief. Any amount due the City because of a shortage in the above as a result of a loan or advance for compatible computer equipment or other city/employee participation program shall be withheld from the employee's final compensation unless collected through other appropriate action, such as a pre-arranged method of payment.

**Employee Benefits/Rights**

An employee who is laid off shall receive payment for all earned salary, all compensatory time due, and all earned annual leave, subject to deductions for any indebtedness pursuant to the "City Equipment" section above.

An employee who is laid off shall, during the layoff, not accrue nor be eligible for any benefits provided by the City to the employees in the bargaining unit, including but not limited to vacation, sick leave, holidays, medical and dental insurance, life insurance, retirement contributions, and uniform allowance. The City shall offer continued health care coverage in accordance with state and federal law (i.e., COBRA).

# APPENDIX H

## GRIEVANCE PROCEDURE

(Reference Section 20)

### Purpose

The purpose of this grievance procedure is to provide all regular employees the opportunity to settle problems arising 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 all members represented by this MOU. This language replaces "SECTION 6.00 GRIEVANCES" of the Personnel Policies and Procedures. Grievance may be on behalf of an individual or all members affected.

### Time Limits

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

### 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 Memoranda of Understanding

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 a Memoranda of Understanding unless it is in writing approved by the Director of Administrative Services 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 Director of Administrative Services. 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.

- ***First Level of Review***. Within seven (7) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her Immediate Supervisor. 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. Following the supervisor's review of the grievance, discussion with the employee if necessary, and consultation with the Director of Administrative Services, the supervisor shall communicate his/her decision to the employee in writing within seven (7) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference. This meeting is a most effective way to discuss and resolve grievances.

- ***Second Level of Review***. In the event the grievant is not satisfied with the decision at level 1, he/she may appeal the decision in written form to the Division Head within seven (7) calendar days from the receipt of the response from Level 1. This statement should include a copy of the original grievance, the decision rendered, and a clear concise statement of the reasons for the appeal. The Division Head shall communicate his/her decision within seven (7) calendar days after receiving the appeal. Either grievant or the Division Head may request a personal conference within the above limits. If the Division Head does not respond within the time limits, the grievant may appeal to the next level.

- ***Third Level of Review***. In the event the grievant is not satisfied with the decision at the second level of review, he/she may appeal the decision in a manner similar to the second level of review to the Department Head. The Department Head shall communicate his/her decision within seven (7) days after receiving the appeal. If the Department Head does not respond within the time limits, the grievant may appeal to the next level.

- ***Fourth Level of Review***. If the grievant is not satisfied with the decision at the third level he/she may within seven (7) 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) days. If the City Manager or his designee does not respond within the time limits provided, the grievant may appeal to the next level.

- ***Fifth Level of Review***. If the grievant is not satisfied with the decision at the fourth level, he/she may within seven (7) days submit the request in writing to the City Manager for outside arbitration. Upon receipt of the appeal, the City Manager shall contact the State Mediation and Conciliation Service (SMCS) to provide, in accordance with its normal and 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 UNION shall meet and alternatively 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.

**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 City Manager.

**Reconsideration of a Grievance**

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

# APPENDIX I

## DISCIPLINARY APPEALS PROCESS ALTERNATIVE

(Reference Section 21)

The following is an amendment to Section 5.80 of the Personnel Policies and Procedures:

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 or 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 maximum of 48 hours.**

In the case of suspension without pay up to a maximum of 48 hours, the decision of the City Manager shall be final.

**Appeal of demotion, suspension without pay exceeding 48 hours, and dismissal.**

In the case of demotion, suspension without pay exceeding 48 hours, and 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's office 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 and 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 Association shall meet and alternatively 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 appeallable to the City Council or a court of law.

# APPENDIX J

## STATION ASSIGNMENTS

(Reference Section 24.3)

The Fire Chief maintains the exclusive management rights detailed in Resolution 2008-92. As such, this Station Bid Policy is initiated, implemented, and operated at the sole discretion of the Fire Chief and may be terminated at any time without recourse.

The goal of this policy is to provide an opportunity for employees to bid for station assignments while maintaining the necessary specialty skills and classifications at each of the fire stations.

Due to dual classifications (e.g., Engineer/Paramedic) and other specialized training/skills (confined space, hazmat, FIPL, water rescue, actors, etc.), not all employees will be able to bid for every station assignment.

I. Bid Process:

Personnel assigned to a 56-hour week shall be given the opportunity to bid an individual station using the bid process as follows:

- The process of initial bidding for station assignments will begin on December 1, 2008 and take effect on January 1, 2009. Subsequent bidding periods shall occur every year thereafter, unless an exception is made by the Fire Chief.
- There will be no cross-shift picking. (e.g., if you are on “A” shift, you may only bid on “A” shift.)
- Policy and Procedure Chapter 2.2 “Chain of Command” will be the list used for the pick order.
- Any employees who fail to bid shall be assigned to a station at the discretion of the Operations Chief.
- The Executive Board will meet with Management each year in November to determine the station staffing level for the next year’s bid. This information will be made available to the membership prior to the bid taking place.

II. Resolving Problems with Station Bidding Process:

If, in the opinion of the Operations Chief, a station selection will create an unsatisfactory staffing situation, the Operations Chief will resolve the issue. The decision of the Operations Chief is final.

If, as the result of this policy, an employee is to be assigned to a different shift, he/she shall be given reasonable advance notice.

The Department has the overall responsibility to manage the work place and working conditions for all personnel and may reassign personnel outside of this station bid system to protect employees surrounding sensitive issues related to a 56 hour station assignment working environment.

III. When a station vacancy occurs, the following process will determine which personnel are moved to cover it:

To cover vacancies of 21 or fewer shifts, the BC or designee will determine the classification needed and, if possible, fill the vacancy by first utilizing available personnel in the "Staffing Pool". If time permits, the position should be offered to the members of the "Staffing Pool" based on seniority, allowing the most senior person in the "Staffing Pool" the first opportunity. If time does not permit, the least senior member of the "Staffing Pool" will be assigned.

If the vacancy cannot be filled utilizing the "Staffing Pool" the following procedure will be utilized:

- The BC will contact the Captain(s) that have the needed personnel and inform them of the vacancy.
- The station(s) Captain will ask who would like to move.
- In the event that no one volunteers to fill that position, and both employees' rotation is at or greater than 33% time on a suppression unit, the junior employee will be moved.
- In the event that two individuals would like to move, the most senior person will be moved.
- There will be no movements between stations to find the most junior person.
- If an employee's rotation is less than 33% time on a suppression unit that employee will be assigned, to facilitate rotation without right of refusal.

IV. Filling Permanent or Temporary Vacancies:

Vacancies caused by a person being off for more than 21 shifts, or from a newly created permanent position shall be filled by the Operations Chief, keeping in mind the least senior person in that classification should move.