

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF VACAVILLE
AND
FIRE MANAGERS GROUP
July 1, 2015 – June 30, 2018**

Approved by Council: September 22, 2015

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Fire Managers Group

Section 1. Term

The term of this Memorandum of Understanding shall be July 1, 2015 through June 30, 2018.

Section 2. Recognition

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

- Fire Battalion Chief
- Fire Deputy Chief

Section 3. Probation

The probationary period shall be 12 months.

Section 4. Schedules

Alternative work schedules (i.e., 9/80 or 4/10) are available to Chief Officers assigned to a 40 hour work week with Fire Chief approval.

Shift employees work a 48/96 schedule. Non-shift employees work a 40-hour work week.

Section 5. Leaves

5.1 Sick Leave

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

5.1.1 Sick Leave Buyback

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

Annually in January, non-shift employees with 30 days of sick leave balance who use less than 4 of 12 days earned (during the measurement period of December 16 – December 15) can elect to receive 50% of the unused portion earned in that year in cash. Shift employees must have 30 shifts of sick leave balance and use less than 3 shifts to receive 50% of the unused portion earned in that year in cash. An election form will be sent to eligible employees showing their sick leave balance in mid-January of each year. Employees must elect whether or not they want sick leave cashed out and how much. The election form must be returned to the Human Resources Division by February 1st. The sick leave will be paid out in the February 15th paycheck.

5.1.2 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.

5.2 Vacation

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

Fire Deputy Chiefs:

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

Non-shift (Fire Battalion Chief):

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

Shift Employees (Fire Battalion Chief):

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

Vacation to be accrued up to a maximum of six hundred (600) hours for shift employees and up to a maximum of four hundred twenty-eight point four (428.4) hours for employees temporarily assigned to a forty (40) hour week.

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.

5.3 Battalion Chief Vacation Picks:

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

5.4 Administrative Leave

Administrative leave shall be accrued per pay period at the rate of four (4) shifts (96 hours) for Battalion Chiefs and eight (8) days (64 hours) for Deputy Chiefs per year.

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

Employees will be sent election forms in November of each year indicating the additional time approved and their current total administrative leave balance. Employees may elect to receive cash for any or all of their administrative leave time. Elections for cash will be paid out on December 15th paycheck.

Administrative leave will be kept in a separate Administrative Leave Bank with a maximum balance of ten (10) shifts or days (240 hours for 24 hour shift employees and 80 hours for 8 hour employees). Any leave that exceeds this maximum balance will be cashed out each pay period.

5.5 Holidays

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

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, Veteran’s Day, Thanksgiving Day, day after Thanksgiving, four (4) hours Christmas Eve, 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.

5.6 Bereavement Leave

Department Heads will 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.

5.7 Catastrophic Leave

Policy is referenced in Appendix B.

Section 6. Retirement

6.1 CalPERS Retirement Benefits

City does not participate in Social Security, but 1.45% for Medicare is a mandatory payroll deduction. City participates in the California Public Employees Retirement System (CalPERS).

The Public Employees’ Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans which include 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)

6.2 Deferred Compensation

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

Effective January 1, 2016, upon elimination of Section 8.3 (Performance Award Pay), the City contributes an additional one percent (1%) of employee’s base salary into a 457(k) deferred compensation plan. The employee is not required to match this 1%. Employees are required to match anything above the first one percent.

Section 7. Salary Schedule

The current salary schedule is recorded in Appendix A. The City will adjust the salaries for FMG classifications, if necessary, to address salary compaction. The salary differential on base salary between classifications shall remain at the same level in effect on May 1, 2002 (20.4% between Fire Captain and Fire Battalion Chief and 15.4% between Fire Battalion Chief and Fire Deputy Chief).

Refer to Section 6. regarding the 2.15% offset for 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.

Section 8. Premium Pays and Other Compensation

8.1 Fire Managers Extra Compensation

Fire Managers will receive additional compensation for such hours worked at a rate of time and one half during the following circumstances:

- When a Battalion Chief is covering for another Battalion Chief who is absent for a partial or full shift.
- When the City is receiving compensation for the Chief Officer's time involved in a project (i.e., grant monies).
- Deputy Chiefs and Battalion Chiefs who are assigned to an incident for 12 hours or more, to be consistent with the "portal-to-portal" provision of the California Fire Assistance (CFAA) under the Office of Emergency Services (OES).

8.2 Battalion Chief Standby Pay

An off duty Battalion Chief may be directed to be in standby status for any period when the Fire Chief and Deputy Chief are unavailable or for periods when extreme weather is expected. Such standby duty shall be assigned in writing, specifying the date(s), start time, end time when known, and approved in advance by the Fire Chief. Standby duty ends upon the beginning of the employee's regular shift or upon being called into emergency service.

All off-duty hours of standby duty shall be paid at the rate of \$4.17 an hour.

Standby duty requires that the employee:

- Be ready to respond immediately when called for emergency service;
- Be reachable at all times by telephone, vehicle radio or radio;

- Remain within a reasonable distance from the city to be able to respond to the scene of the emergency within a reasonable time, approximately 20 minutes; and,
- Refrain from activities which might impair the ability of the employee to perform the assigned duties.

8.3 Performance Award Pay

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

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

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

8.4 EMT Pay Differential

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

8.5 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.

8.6 Day Shift Differential

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

8.7 Senior Leadership Program

The Leadership Incentive Program is outlined in Appendix E. Those qualifying for Level I will receive 5% of the base rate. Those qualifying for Level II will receive 10% of the base rate. Refer to Appendix E for program details.

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

8.8 Education Pay

Employees will be eligible for the following education incentive pay based on the following educational degrees:

A.A. or A.S. Degree: two point five percent (2.5%) of employee's base salary, or

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.

8.9 Acting Assignment

When an employee is assigned by the Fire Chief to perform the full scope of duties of a higher classification (i.e., a Battalion Chief assigned as interim Deputy Chief) there shall be no 30-day waiting period for Acting/Out-of-Rate pay to begin.

Section 9. Health & Welfare

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

9.1 Health 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.

9.2 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).

9.3 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 (single, double, family).

9.4 Life Insurance

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

The City will 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.

9.5 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.

9.6 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.

9.7 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.

9.8 Establishment of a Trust

The City established a Trust for purposes of funding City-wide retiree health care costs. Employee premium share of the health plans and dental plan contributions will be deposited by the City into the Trust.

9.9 Termination of Contributions

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

9.10 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 of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the City.

Section 10. Uniform Allowance

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

Section 11. Tuition Reimbursement

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

Section 12. Vehicle Allowance

Vehicle allowance for Deputy Chiefs shall be \$400 per month. Vehicle allowance may be received in lieu of City provided vehicle.

Section 13. Layoff and Re-employment Procedure

The parties agree that the layoff procedure described in the Personnel Policies and Procedures does not apply to the Fire Managers Group. The layoff procedure as described in Appendix F shall apply.

Section 14. Grievance Procedure

Refer to Appendix D – Grievance Procedure.

Section 15. Disciplinary Procedure

Refer to Appendix C – Disciplinary Procedure.

Appendices A, B, C, D, E, and F attached.

Approved:

SIGNATURE ON FILE
Phil Sanner, Fire Managers Group

02/11/2016
Date

SIGNATURE ON FILE
Dawn Leonardini, Director of Administrative Services

02/11/2016
Date

APPENDIX A
SALARY SCHEDULE

Fire Managers Group

Effective: September 1, 2015

CLASSIFICATION	RANGE	
Fire Battalion Chief	\$10,085.96	\$12,260.43
Fire Deputy Chief	\$11,639.20	\$14,148.54

APPENDIX B

CATASTROPHIC LEAVE PROGRAM

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 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, 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, 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 months.
- d. Leave donations must be in a minimum increment of one 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 donations will not be deducted from the original donor's balance.
- h. Taxability of leave donated or received under this program will be 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

DISCIPLINARY PROCEDURE

Appeals of Disciplinary Actions

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

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

“Skelly”

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

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

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

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

Disciplinary Appeals

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

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

Appeal of suspension without pay exceeding forty (40) hours, demotion, or dismissal - In the case of suspension without pay exceeding forty (40) hours, demotion, or dismissal, the employee may appeal the decision of the City Manager to an arbitrator. A written notice of appeal must be received by the City Manager no later than five (5) calendar days following the date of the City Manager's decision.

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

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

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

APPENDIX D

GRIEVANCE PROCEDURE

Grievance Procedure

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

Application

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

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

Scope

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

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

Informal Resolution of Complaints

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

Grievance Review Process

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

Departmental Level of Review

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

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

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

Department Head Investigatory Step

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

City Manager Level of Review

If the grievant is not satisfied with the decision at the Departmental level he/she may within seven (7) calendar days appeal the decision in written form to the City Manager or his/her designee. This

statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal.

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

Representation

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

Access to Information

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

City Time for Preparation and Meetings

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

No Reprisals

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

Reconsideration of a Grievance

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

APPENDIX E

SENIOR LEADERSHIP PROGRAM

Requirements for Participation

The Leadership Incentive Program is composed of two incentive levels for Chief Officers; the levels of compensation are independent of one another, and are not cumulative.

Chief Officers

The requirements of the two levels of the Leadership Incentive Program for Chief Officers are as follows:

Leadership Level I

- Minimum of three (3) years experience as a Chief Officer with the City of Vacaville and 8 years paid experience.
- Possession of an Associate's Degree.
- Successfully completed the City of Vacaville's Leadership Academy or one of the California Fire Chiefs Annual Sections Conferences during the past three years.
- Successfully completed at least one National Fire Academy class or one class at the Emergency Management Institute.
- Most recent evaluation meets or exceeds Department standards.

(Note: Possession of a Bachelor's Degree or possession of the University of California, Davis, Human Resource Development and Management Certificate will reduce the experience requirements by one year.)

Leadership Level II

- Minimum of five (5) years experience as a Chief Officer with the City of Vacaville and 12 years paid experience.
- Possession of a Bachelor's Degree.
- Successfully completed an additional class from any of the following: National Fire Academy or State Fire Marshal's Office (in Prevention or Training/Instruction), California Specialized Training Institute – Hazmat (CSTI), Emergency Management Institute (EMI) in Disaster Preparedness.
- Most recent evaluation meets or exceeds Department standards.

(Note: Possession of a Master's Degree will reduce the experience requirements by two years. The possession of the University of California, Davis, Human Resource Development and Management Certificate program will reduce the experience requirements by one year.)

APPENDIX F

LAYOFF PROCEDURE

The parties agree that the layoff procedure described in the Personnel Policies and Procedures does not apply to the Fire Managers 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 FMG. During this time, the City agrees to review and consider FMG'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 FMG bargaining unit shall utilize a "bumping process" based on the reverse order of seniority of employment in a classification represented by the FMG.

FMG members shall have the option to bump into a classification which they have previously held (e.g., BC, Fire Captain) and are qualified for as determined by the Fire Chief. 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.

Fire Managers shall bump into the VFA 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 (e.g., Fire Captain, 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 FMG member 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

FMG members 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).