

AGREEMENT BETWEEN

CITY OF VALLEJO

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS – LOCAL 1186

MARCH 25, 2010 – JUNE 30, 2012

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SECTION 1: RECOGNITION

- A. The City recognizes the Union as the sole and exclusive representative of employees in the City of Vallejo Fire Department in the following classifications:
1. Division Chief
 2. Battalion Chief
 3. Fire Marshall
 4. Assistant Fire Marshal
 5. Training Officer
 6. Paramedic Coordinator
 7. Fire Captain
 8. Fire Prevention Inspector
 9. Firefighter/Engineer
 10. Firefighter
 11. Firefighter/Paramedic
 12. Firefighter/Apprentice
 13. Firefighter/Paramedic Apprentice

SECTION 2: MANAGEMENT RIGHTS

- A. Except as limited by this Agreement, the City retains all rights provided by law including:
1. To manage the City and Department generally and to determine issues of policy;
 2. To determine the existence of facts, which are the basis of management decisions;
 3. To determine the necessity of any organization or any service or any activity conducted by the City and expand or diminish service;
 4. To determine amounts and means of financing the Fire Department
 5. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in the City's Civil Service Rules, this Agreement, and the Firefighters Procedural Bill of Rights;
 6. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with the City's Civil Service Rules, other personnel rules, and this Agreement;

- 7 To take any and all necessary action to carry out the mission of the City and Department in emergencies.

SECTION 3: LABOR REQUIREMENTS

- A. Except as hereinafter noted, employees shall be required to perform the same work as is customarily and usually performed by employees in other fire departments within the greater San Francisco Bay Area.
- B. Employees shall be required to continue the work presently being performed by them in connection with the office at fire Station 21.

SECTION 4: HIRING OF EMPLOYEES

- A. Whenever the City hires an employee, it shall inform the employee, as soon as possible, of the terms and provisions of this Agreement and of the obligations of the employee thereunder and will notify the Union, in writing, of such employment, giving the name, the date, and the job classification of the new employee.
- B. Whenever a position in any class is to be filled, unless filled by reduction in rank, it shall be filled:
 1. From the reemployment list for that class, or by transfer of a person whose service in such class and classes of higher rank is greater than the appropriate competitive register of any person on the reserve list;
 2. From the promotional list of eligible's for that class;
 3. From the reinstatement list for that class;
 4. From the open competitive eligible's list, including Apprentices certified to that list;
 5. From open examinations for lateral hiring at the Paramedic/Firefighter level.
- C. All new employees shall serve a probationary period of one (1) year and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have worked one (1) year shall become and be known as full-time regular employees, and the probationary period shall be considered part of seniority time. All employees promoted to higher classifications shall serve a probationary period of six (6) months in the higher classifications. During that probationary period, an employee may be rejected at any time. An

employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to the position from which he/she was promoted, unless charges are filed and the employee is dismissed as provided in the City's Charter, Personnel Ordinance and the Civil Service Rules and Regulations.

- D. The City shall establish a hearing level baseline for all new hires.

SECTION 5: AGENCY SHOP; COLLECTION OF FEES, DUES AND ASSESSMENTS

- A. The City and the Union agree that pursuant to Government Code Section 3502.5, all employees within the recognized unit shall either join the Union or pay the Union a service fee in an amount which shall not exceed the standard initiation fee, monthly dues, and general assessment of the Union for a period of three years from the date of this Agreement. All other requirements of Government Code Section 3502.5 shall be complied with by the parties. Pursuant to Section 3502.5 the City and the Union have designed three non-religious, non-labor charitable funds exempt from taxation, which are:

1. Bothin Burn Center of San Francisco
2. Muscular Dystrophy Association
3. Vallejo Police and Fire Widow's and Orphan's Fund

- B. The City agrees to deduct each month from the accrued wages of each employee, after all other required deductions have been made, the sum certified as union dues, fees and assessments, and may be changed by the Union once each fiscal year, and such change will be made by the City not later than thirty (30) days following written notice of the change from the Union.

SECTION 6: ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

- A. The City will not interfere with the rights of its employees to become members of the Union. Neither the City, nor its agents will exercise discrimination, interference, restraint, or coercion against any member of the Union because of Union membership. Nor shall the City discriminate against any member for legitimate Union activity.
- B. The Union shall not discriminate against any employee not affiliated with the Union.
- C. There shall be no discrimination on the part of either the City or the Union of any employee on basis of any protected status under state or federal law.

- D. In compliance with state law, the City and the Union shall cooperate to create and assure equal employment opportunities.

SECTION 7: STAFFING

A. Fire Apparatus Definitions.

1. Engine - Fire apparatus that pump and deliver water and perform basic fire fighting functions at fires, including search and rescue, are known as Engine apparatus.
2. Truck/Ladder - Fire apparatus that perform a variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul and salvage work shall be known as Truck/Ladder apparatus.
3. Squad - Fire apparatus that perform a variety of services including: EMS response and transport, vehicle extrication, portable lighting and other fire ground support services. The apparatus may include a permanently mounted light boom and generator, and may carry rescue equipment as well as other equipment as determined by the Fire Chief.

B. Minimum Apparatus Staffing;

City firefighting apparatus when operated as a single Company shall be staffed with bargaining unit personnel in the following manner:

1. Engine Minimum of three (3) personnel: 1 Captain, 1 Engineer, 1 Firefighter/Firefighter-Paramedic
2. Truck/Ladder Minimum of three (3) personnel: 1 Captain, 1 Engineer, 1 Firefighter/Firefighter-Paramedic
3. Squad Minimum of two (2) personnel: 1 Captain, 1 Firefighter/Firefighter-Paramedic
4. Each Advance Life Support Company will have a minimum of one (1) Paramedic assigned at all times.

C. Suppression Staffing:

1. The City shall strive to keep a minimum complement of eighteen (18) line suppression personnel and one (1) Duty Chief on duty at all times. However, the parties recognize that the City may in its sole discretion reduce fire staffing during the term of the agreement. In the event that the City desires to reduce staffing Citywide during the term of this MOU, it will notify Local 1186 and meet with Local 1186 over any economic concessions to avoid the staffing reduction. The parties shall also meet and confer over any negotiable impacts of the staffing reduction, with a particular emphasis on fire ground safety issues. However, such meeting and conferring will not alter the City's right to implement the change or the timing thereof.
2. Should additional personnel be available on any given day, the Fire Chief or his/her designee shall have the discretion to deploy those personnel as he/she deems appropriate. However, priority shall normally be given to staffing a Truck Company with a fourth (4th) firefighter.
3. The City intends to apply for a SAFER Grant to increase regular staffing on one of the Truck Companies to four (4) personnel (1 Captain, 1 Engineer, 2 Firefighters or 1 Firefighter and 1 Firefighter/Paramedic). In the event that the SAFER grant is funded the City shall strive to keep a minimum complement of nineteen (19) line suppression personnel and one (1) Duty Chief on duty.
4. If the City places a Squad into service and at least eighteen (18) plus one (1) suppression personnel are scheduled on duty, the City reserves the right to not back-fill behind absent personnel and "brown-out" the Squad and re-deploy personnel.
5. The City shall respond to reported structure fires so as to have not less than 12 Fire Suppression personnel on the fire ground, and to grass fires the response shall place not less than 6 such personnel at the fire ground. Personnel for the purposes of this subsection shall include Fire Suppression personnel, not including personnel excluded from the unit except in cases where Mutual Aid is used.
6. If there are four (4) personnel on a truck company, in the application of C.3, above, a reasonable tolerance factor from the required minimum response for absences for one (1) shift or less, which were not scheduled by the City, shall be one (1) employee of the required number of personnel. Personnel for the purposes of this Subsection shall include Fire Suppression personnel, not including personnel excluded from the unit.

7. It is understood that Apprentices assigned to the Twelve (12) week Recruit Training Period shall not be included for staffing purposes.
8. The safety of employees shall be given every consideration at all times by supervisory employees in making work assignments.

D. Cross Staffing:

1. The City may cross-staff apparatuses with a single company consistent with the minimum designations in Section 7. B of this section. For example, the City may cross staff a Truck and an Engine with three (3) or four (4) personnel.

E. Fire Prevention Staffing - The Fire Prevention Division staffing shall be two Fire Prevention Inspectors.

1. If the position of Division Chief of Fire Prevention is established, the position shall have with the same salary and benefit schedule as Battalion Fire Chief.
2. Appointees to the class of Fire Prevention Inspector shall be required to serve in the Fire Prevention Division a minimum of three (3) contiguous years before a transfer out of the Division will be allowed.
 - (a) Exception - A Fire Prevention Inspector shall be released from his/her three year commitment to accept an appointment from a Register of Eligible's to the ranks of Firefighter/Engineer, Fire Captain, Battalion Chief, Division Chief. This does not allow for a voluntary downgrade to a previously held position prior to the fulfillment of the three year commitment to the Fire Prevention Division.
3. Fire Prevention personnel shall be eligible to work overtime in the Fire Suppression Division. They shall work at the suppression rank in which they held prior to being assigned to the Fire Prevention Division.
4. Civilianization
 - (a). The City retains the authority to assign or re-assign to non-sworn employees any work which is not required to be performed by a sworn employee so long as the assignment or re-assignment of the work does not result in the layoff of any member of the bargaining unit.

- (b). The Department will notify the Union fourteen (14) calendar days prior to implementation of the proposed reassignment. In the event that the Union identifies negotiable impacts of such assignment or re-assignment, the parties shall meet and confer over those impacts. However, such meeting and conferring will not alter the City's right to implement the change or the timing thereof.
- (c). Sworn incumbents may be transferred as other positions in the same classifications become vacant or the City may delay implementation. Personnel transferred from Fire Prevention shall be re-assigned at the previously held suppression rank. At the City's sole discretion, civilianized positions may be filled temporarily with sworn personnel without the City waiving its right to civilianize such positions.
- (d). At this time, the parties anticipate that only the following positions will be civilianized during the term of this Agreement:

Fire Prevention — Inspector and/or Captain

F. The Training Division shall consist of one (1) Battalion Fire Chief or Division Chief and one (1) Paramedic Coordinator/Training Specialist.

- 1. If the position of Division Chief of Training is established the position shall have the same salary and benefit schedule as Battalion Fire Chief.
- 2. Appointees to the class of Division Chief of Training shall be required to serve in the Training Division a minimum of three (3) contiguous years before a transfer out of the Division will be allowed.

Exception - The Division Chief of Training shall be released from his/her three year commitment to accept an appointment from a Register of Eligibles to the position of Battalion Chief.

- 3. The position of Division Chief of Training shall be filled according to the Rules and Regulations of the Vallejo Civil Service Commission.

G. Lateral transfers of existing Fire Captains from the Fire Suppression or Training Division to the Fire Prevention Division may be allowed with the approval of the Fire Chief under the following conditions:

1. A vacancy exists in the classification of Fire Prevention Inspector and all candidates on the Register of Eligibles have declined appointment to the position or no Register of Eligibles is in existence.
2. The Captain transferring to the Fire Prevention Division shall terminate his/her rank as a Fire Captain and shall be appointed as a Fire Prevention Inspector.
3. Existing Fire Captains who transfer from Fire Suppression to the Fire Prevention Division shall be required to serve a minimum of three (3) contiguous years in the Fire Prevention Division.

SECTION 8: FIRE FIGHTER APPRENTICESHIP PROGRAM

- A. The City and the Union recognize that the Burns Supplementary Award dated December 5, 1980, its Exhibit A, and any subsequent additions thereto shall constitute the entire contractual Agreement between the parties relative to the Apprenticeship Program, except as modified herein.
- B. The rules governing the Fire Department Apprenticeship will be located within the Joint Apprentice Committee Agreement, Vallejo Fire Department Rules and Regulation/Standard Operating Guidelines, and Apprenticeship Standards.

SECTION 9: SENIORITY

- A. Total seniority in the department shall be followed as to layoffs, hold ins, and recalls. Department seniority shall be followed in the selection of vacations.
- B. Seniority in rank will normally prevail in all transfers and in the filling of all vacancies until such vacancies are filled by promotion or by limited appointment. The parties will observe Rules and Regulations sections covering the filling of temporary vacancies.
- C. In cases of emergencies, or to staff special equipment, and to fulfill Paramedic needs, assignments may be made within a daily duty assignment from one station to another without reference to seniority.
- D. Classification service shall include all service in a classification since date of original regular appointment in said classification under classified civil service, without break in City service, regardless of a temporary filling of another classification, subsequent reclassification, or consolidation of titles.

SECTION 10: VACANCIES AND PROMOTIONS

- A. Promotions to the classifications within the bargaining unit represented by the Union shall be made from the lower ranks serving in the Fire Department, provided the candidate or candidates competing are qualified for the vacant position, using the rule of three.

- B. Upon request of the individual employee, the Fire Chief shall advise such employee, in writing, of the reasons he/she was not appointed, and shall further advise such employee as to the areas in need of improvement to enable such employee to improve his/her future opportunities for promotion within the Fire Department. The existence of cause for such disqualification is subject to grievance by the employee.

- C. Vacancy definitions and requirements for promotions and testing shall be located in the Vallejo Fire Department Rules and Regulation/Standard Operating Guidelines Manual(s).

- D. A current Civil Service list shall be maintained at all times for the classifications of Division Chief, Battalion Chief, Assistant Fire Marshal, Fire Captain, Paramedic Coordinator/Training Specialist, Fire Prevention Inspector and Firefighter/Engineer within the Vallejo Fire Department. Eligibility for acting or being promoted to all positions, excluding Fire Chief, within the Vallejo Fire Department shall be based on the following requirements:
 - 1. Battalion Fire Chief or Division Chief:
 - (a) Five (5) years of experience in the Vallejo Fire Department as a Fire Captain, at least three (3) years of which shall have been in Fire Suppression.

 - 2. Assistant Fire Marshal
 - (a) Five (5) years of experience in the Vallejo Fire Department, successful completion of the Apprenticeship Program and past experience in the Vallejo Fire Prevention Division (excluding Limited Appointments and Light Duty), and

 - (b) Shall be required to show proof of completion of the following courses:
 - i. Fire Prevention 1-A
 - ii. Fire Prevention 1-B
 - iii. Fire Investigation 1-A

- (c) It shall be the responsibility of the individual to acquire these courses at his/her own expense and on his/her own time unless the class is otherwise provided by the Department.
- 3. Paramedic Coordinator
 - (a) Five (5) years of experience in the Vallejo Fire Department, and
 - (b) Meet the qualifications of Fire Captain as set forth in subsection 4(a), below, and
 - (c) Shall meet all requirements for CQI Coordinator as outlined in the Solano County EMS Policies and Procedures Manual.
- 4. Fire Captain:
 - (a) Five (5) years of experience in the Vallejo Fire Department and successful completion of the Apprenticeship Program and shall be required to show proof of completion of the following state certified classes:
 - i. Fire Command 1-A
 - ii. Fire Command 1-B
 - iii. Fire Management
 - iv. Fire Instructor 1-A
 - (b) It shall be the responsibility of the individual to acquire these courses at his/her own expense and on his/her own time unless the class is otherwise provided by the Department.
- 5. Fire Prevention Inspector: Three (3) years of experience in the Vallejo Fire Department and successful completion of the Apprenticeship Program.
- 6. Firefighter/Engineer: Three (3) years of experience in the Vallejo Fire Department and successful completion of the Apprenticeship Program.
 - (a) Acting Firefighter/Engineer for employees hired after January 1, 1991:
 - i. Three (3) years experience in the Vallejo Fire Department.
 - ii. Completion of the Vallejo Fire Department Apprenticeship Program (Completion of the

Apprenticeship Program is intended to mean the date that an Apprentice Firefighter has successfully completed the program, regardless of the actual time employed by the Vallejo Fire Department).

- iii. Within six (6) months of completion of the Apprenticeship Program, the employee shall complete the Vallejo Fire Department's Acting Firefighter/Engineer's course.

Exception: Successful placement on a Register of Eligible's for the position of Firefighter/Engineer shall satisfy the requirements of this subsection.

- iv. Minimum Firefighter restricted Class B driver's license.
- v. Failure to meet standards required in this section would result in the application of the Progressive Discipline Procedure and in termination of employment, if necessary.

- E. After three (3) months, in the event the City fails to maintain a current Civil Service promotional list where required above, and a vacancy arises within one of those classifications, the employee who eventually receives permanent appointment to that position shall receive all back pay (offset by any acting pay already received), step increases and seniority as if he/she were appointed when the vacancy originally occurred. In the event that such failure is a result of a grievance or court action, such penalties and seniority rights shall not apply.
- F. Job announcements for all promotional examinations within the Vallejo Fire Department shall identify the reference materials to be used in the examination process. Where reference sources are in conflict, the following procedure shall be applied to resolve the issue:
 - 1. State statutes shall prevail over the conflicting sources;
 - 2. IFSTA shall prevail over conflicting non-statutory sources;
 - 3. Where non-statutory sources are in conflict and IFSTA is silent, the question shall be eliminated.
- G. For all promotional examinations within the Vallejo Fire Department, all eligible candidates shall be given at least ten (10) calendar days written notice prior to each phase of the examination.

- H. When a vacancy occurs within a classification, such vacancy shall be posted at each station, Fire Prevention Division and Training Division for a period of at least fourteen (14) calendar days. Any employee qualified for the vacant position and who wishes to fill such vacancy shall submit a written request to the Fire Chief's Office prior to the close of business (5:00 p.m.) on the last day of posting.
1. Any employee on annual leave, sick leave, compensatory leave, holiday leave, maternity leave or 4850 leave for the entire posting period shall be notified by the Fire Chief's Office by certified mail of such vacancy and afforded the opportunity to submit a written request during the posting period to fill the vacant position upon his/her return to duty.
 2. In the event that the Fire Chief's Office is unable to contact an individual on leave during the entire posting period, such position shall be filled conditionally by members who have submitted requests, until all employees who were unable to be reached have been afforded the opportunity to submit a request to fill the vacant position.
 3. Station vacancies unfilled at first posting shall remain open and available on a first come basis thereafter.
 - (a) Temporary transfers to unfilled station vacancies shall be allowed within an employee's regularly assigned shift and such transfers shall last a minimum of three (3) months.
- I. Seniority and Veteran's Preference points shall be eliminated from final scoring in promotional exams certified by Civil Service Commission after November 17, 1992; provided, however, that seniority shall continue to be considered as a criterion pursuant to Charter Section 803(b).
- J. When a temporary vacancy or absence occurs in a Firefighter/Engineer, Fire Captain, Battalion Chief classification assigned to the Fire Suppression Division, the vacancy shall be filled in the following order:
1. A vacancy for a shift or a fraction thereof, to and including fifteen (15) shifts, shall be filled utilizing the overtime or acting provisions of the Agreement.
 2. Prior to the fifteenth (15th) shift, the vacancy shall be posted for a temporary assignment and/or subsequent limited appointment.
 3. When all temporary assignments are made, the position, which remains vacant, shall be filled by a limited appointment from the

Register of Eligibles. Limited Appointments for Fire Suppression vacancies shall last until the regularly assigned employee returns or until the position is posted for a regular assignment.

4. If no Register of Eligibles exists and temporary assignments fail to fill a Suppression vacancy, the vacancy shall be filled utilizing the overtime provisions of the Agreement until the regularly assigned employee returns or until a Register of Eligibles is established, at which time a Limited Appointment shall be made for the remainder of the vacancy.

NOTE: When a temporary vacancy or absence is expected to go beyond fifteen (15) shifts, a temporary station assignment shall be posted in accordance with the vacancy posting provisions of the Agreement. All currently ranked employees in the classification needed may submit requests to fill the station assignment that is open. Employees transferred due to the temporary station assignment shall remain in the temporary assignment until the regularly assigned employee returns to duty or until the temporary vacancy is posted for bid on a regular assignment. A Limited Appointment may result at a different station, shift, or division from the original vacancy due to temporary assignments.

Example - A Captain assigned to Station 21C will be off duty due to illness for eight months. Prior to the fifteenth shift, a temporary station assignment notice shall be posted. The Captain from Station 26A accepts the temporary assignment to Station 21C; he/she shall remain at Station 21C until the regularly assigned Captain returns to duty, or until the vacancy is posted for a regular assignment. A Limited Appointment in accordance with the above guidelines would occur at Station 26A.

5. When a temporary vacancy or absence occurs in a Fire Captain, Paramedic Coordinator, Division Chief, Battalion Chief, Fire Inspector, or Assistant Fire Marshal classification assigned to the Fire Training or Fire Prevention Divisions, the vacancy shall be filled in the following order:
 - (a) Immediately upon notification by the Fire Chief's Office that a temporary vacancy exists, the vacancy shall be posted for a temporary assignment. During the posting period the vacancy shall be filled utilizing the overtime provisions of the Labor Agreement. If no existing ranked employee wishes to fill the temporary assignment, the vacancy shall be filled by a Limited Appointment from the Register of Eligibles. Limited Appointments made in the Fire Training and Fire Prevention

Divisions shall last until the regularly assigned employee returns or until the position is posted for a regular assignment.

- (b) If no Register of Eligibles exists, any employee meeting the minimum requirements for the position may submit his/her request to fill the position during the vacancy posting period. The most senior employee submitting such a request will be given a Temporary Appointment to the vacant position. Temporary appointments shall last until the regularly assigned employee returns or until a Register of Eligibles is established, at which time a Limited Appointment shall be made for the remainder of the vacancy.
 - 6. When a temporary vacancy or absence occurs in the Firefighter or Firefighter/Paramedic classification assigned to the Suppression Division, it shall be filled in the following order:
 - (a) Immediately upon notification by the Fire Chief's Office that a temporary vacancy exists, the vacancy shall be posted for a temporary assignment. During the posting period the vacancy shall be filled utilizing the overtime provisions of the Agreement when necessary. If the temporary assignment fails to fill the vacancy then it shall be filled daily utilizing the overtime provisions of the Agreement when necessary.
 - 7. Upon implementation of the paramedic program there shall exist at every Engine Company a regular vacancy for both a Journey Level Firefighter and a Firefighter/Paramedic. Regular station vacancies for Journey Level Firefighters and Firefighter Paramedics shall be filled utilizing the procedure outlined in subsection "H" above.
- K. Exchange of Assignment: Employees shall be allowed to exchange regular assignments with each other provided the employees exchanging such assignments are of equal classification (Firefighter for Firefighter, Firefighter/Paramedic for Firefighter/Paramedic, Firefighter/Engineer for Firefighter/Engineer, Fire Captain for Fire Captain) and have received written permission from all members within their classification who are senior to the junior employee requesting such exchange. Any refusal by a senior employee in that classification shall cancel the proposed exchange. Employees wishing to exchange assignments shall notify their respective Battalion Fire Chief, in writing, of the proposed exchange, and the effective date of the exchange. It shall be the responsibility of the employees exchanging assignments to cover the assigned duty days without any interruption of daily assignments, especially when exchanging from one shift to another. The City will not be liable for any additional

compensation under FLSA guidelines due to such exchanges. Once an employee has exchanged assignments with another employee, the exchange is considered to be final.

SECTION 11: REDUCTION IN FORCE:

- A. In the event the City Council determines to reduce the number of Fire Department personnel, the authorized representatives of the City shall negotiate with the authorized representatives of the Union as to the manner in which the reduction shall be carried out consistent with the provisions of this Section and any dispute regarding the manner of the staffing reduction shall be subject to the grievance procedure of this Agreement. Seniority shall be followed as provided in Section 9.A with respect to layoffs and recalls.
- B. Whenever the necessity for a position in the classified service shall cease to exist, as determined by the City Council, the City Council may abolish the same and the employee holding such position shall be laid off therefrom subject to rights set forth herein. Should any position of employment be reinstated or any position involving substantially the same duties be created within four (4) years, the employee who has been laid off shall be appointed thereto.
- C. Whenever it becomes necessary to reduce the number of employees in a given class, the appointing authority shall so notify the Commission and shall state the name or names of the employees to be laid off. Said appointing authority shall also notify the employee or employees, stating the reasons for the layoff and whether it is temporary or permanent. All reductions in personnel, whether temporary or permanent, shall be governed by department seniority and quality of service of the employee whose poor service with the department cannot reasonably justify the employee's retention. If an employee is laid off out of seniority because of quality of service, such employee may resort to the grievance procedure provided for herein. The layoff shall be in the reverse order of employment, i.e., the last one employed shall be the first one laid off. The name of each employee so laid off shall be entered in the reemployment list. Reemployment shall be governed by department seniority in the reverse order of the layoff.
- D. If the position from which such employee is laid off is a promotional position, the employee so laid off, in addition to being placed upon the reemployment list for such position, shall be entitled to reinstatement in the position which he/she occupied prior to his/her promotion.
- E. The employee so laid off, if entitled to reinstatement to a lesser position, shall thereupon be restored to a position in a class group in which he/she

formerly held a regular position in which an unfilled position exists, or in which there is then employed an employee with less total length in service in that and other classes of higher rank since original regular appointment, in which latter case the employee with the least length of service in that and higher classes shall be displaced by the employee suspended from the higher class. The employee displaced shall be considered as suspended for the same reason as the employee who displaced him/her and shall likewise be restored to a position in which he/she formerly held a regular position as provided herein.

- F. Should an employee have rights for displacement in more than one previous classification, he/she shall displace first in the highest classification to which he/she is eligible.
- G. In computing length of service, all periods of absence from the service of the City without pay in excess of seven (7) calendar days, notwithstanding the reasons or necessity therefor, shall be deducted and no seniority credit granted.
- H. Seniority credits for periods of absence from one class in order to temporarily fill a position in another class shall be credited in the former position
- I. If an employee is laid off through no fault of his/her own and is later reemployed, he/she shall not lose any seniority credit for any period of actual service. If an employee is suspended or discharged without just cause, he/she shall not lose any seniority credit for any period of actual service. If, however, he/she has been separated from service by resignation or discharge for cause and is again reemployed, he/she shall not receive any seniority credit for service rendered prior to separation from service.
- J. When two or more employees are appointed on the same day in the same classification and have the same seniority credit, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which such employees were appointed.
- K. All waivers of displacement and demotion rights, in addition to requests for layoffs out of order made by employees, shall be in writing.
- L. The Civil Service Commission shall establish a reemployment list for each class or position. This list shall consist of the names of those who have not completed their probationary period and those who have served beyond the probationary period, or have been regularly promoted to a position in such class, who have been laid off through no fault of their own.

- M. Names of persons shall be stricken from the reemployment lists when said persons have been out of the employ of the City forty-eight (48) months.
- N. When the name of a person on the reserve list shall have been certified and such person shall decline to accept a regular appointment or neglect to report for duty under such certification, his/her name shall be removed from the list and his/her reemployment rights in that case shall cease, unless prior to certification he/she shall have waived certification.
- O. An employee laid off from a position in a title, which has been reclassified or consolidated to a new title, either prior or subsequent to layoff date, is entitled to reemployment list standing in the new title. In the event he/she has actually served in a title prior to its reclassification, he/she shall be entitled to employment list standing in both the new title and reclassified title. Reemployment list standing under this Section shall be based upon total seniority in the class and all classes of higher rank. Where subsequent permanent appointment in one of these titles shall render inactive reemployment list standing upon the other one or more lists.

SECTION 12: SALARY

- A. For the term of this Agreement, base salaries including steps will be maintained at the levels identified in the salary schedule effective July 1, 2009 – i.e. the 2% salary reduction that was effective July 1, 2009.
- B. Prior salary increases, were derived from base level salary increases of the fourteen (14) Bay Area cities and Fire Districts listed in Subsection 2 below.
 - 1. For comparison purposes "salaries" included base salaries (top step not including longevity step, educational incentives, and/or option of elective salary increases in lieu of PERS adjustments), employer paid employee contributions to PERS or equivalent county retirement systems, and deferred compensation payments made in lieu of salary adjustments.
 - 2. The fourteen (14) Bay Area cities and Fire Districts were:
 - (a) Alameda
 - (b) Alameda County
 - (c) Berkeley
 - (d) Contra Costa County Consolidated Fire Protection District
 - (e) Daly City
 - (f) Fremont
 - (g) Hayward
 - (h) Mountain View

- (i) Palo Alto
- (j) Pleasanton
- (k) Richmond
- (l) San Mateo
- (m) San Ramon Valley Fire Protection District
- (n) Santa Clara

- 3. The use of the above fourteen (14) cities and fire districts was for the purpose of salary comparisons only.
- 4. Data for Engineers in San Mateo was excluded from the survey and the salary formula averages.

C. Wages for other classifications

- 1. The base salary of Firefighter/Engineer shall be 9% above the base salary of Firefighter.
- 2. The base salary of the class of Fire Prevention Inspector shall be the same as Fire Captain.
- 3. The base salary for Paramedic Coordinator/Training specialist shall be the same as Fire Captain.
- 4. The base salary of the class of Assistant Fire Marshal shall be 5% higher than Fire Prevention Inspector (Captain).
- 5. Current Assistant Fire Chiefs salaries will be maintained at the levels identified in the salary schedule effective July 1, 2009 – i.e. the 2% salary reduction that was effective July 1, 2009
- 6. The base salary of Battalion Fire Chief shall be 20% above Fire Captain.

D. Effective-as soon as practicable:

- 1. The PERS contributions for all employees shall be increased by four point four percent (4.4%) of PERSable compensation (i.e., the employee contribution shall be increased from 9% to 13.4%);
- 2. All employee contributions required by the Public Employee Retirement System (hereinafter referred to as PERS) shall continue to be made by the City of Vallejo by deducting the amount of the total PERS employee contribution from the salary of the employee; and

3. The City shall utilize the provisions of section 414(h) (2) of the Internal Revenue Code ("IRC") for the employee contributions deducted from the salary of employees. This shall not be construed as a guarantee by the City of the existence or continuation of any tax benefits arising from this section of the IC, nor shall the City indemnify any employee against any loss that may result from any different interpretation, change or elimination of the relevant sections of the IRC.
- E. The City shall make available at the employee's option, a deferred compensation plan.
- F. Employees shall receive their compensation in a single check, which shall include the regular base salary, overtime, overtime while working out of classification and out of classification compensation. This Subsection shall be administered pursuant to IRS Circular E - Employer's Tax Guide whereby overtime pay shall be included under this definition of supplemental wage payments. Supplemental and regular pay will be recorded separately on the check stub.
- G. Employees shall be granted the option of direct deposit of pay warrants to the bank of their choice. Pay warrants shall be distributed in individual envelopes.

SECTION 13: OTHER PAYS

- A. Self Contained Breathing Apparatus Maintenance Pay - Two (2) employees currently assigned and certified to perform maintenance and repair work on breathing apparatus shall be compensated in an amount equal to 5% of top step Engineer base salary per month for each month so assigned by the Fire Chief or designated as the representative(s) to perform the duties of repairing and maintaining breathing apparatus. Any other personnel assigned by Fire Chief and certified to repair and maintain breathing apparatus shall also receive the 5% compensation. This compensation shall be included as PERSable wages.
- B. Computer Support Pay - The employee assigned to coordinate the Fire Department's computer network, purchasing, maintenance and repair work shall be compensated in an amount equal to five percent (5%) of the top step of their regular rate of pay. This compensation shall be included as PERSable wages. The person performing this work was assigned to this work due to his unique capabilities and qualifications. At the sole discretion of the Fire Chief, this function can be discontinued at any time. Nothing in this subsection shall be construed as an agreement to maintain this assignment at all times within the Fire Department.

SECTION 14: HEALTH AND WELFARE BENEFITS

- A. Health Plan - The City will provide to all employees and eligible dependents and to all eligible retiree-annuitants the PERS Health Benefits Program.
- B. Current Employees
 - 1. Effective January 1, 2010, the City PEMHCA contribution was reduced to an amount equivalent to 75% of the Kaiser Bay Area/Sacramento Area rate for each level of participation – single, single plus one dependent, and single plus two or more dependents.
 - 2. Effective as soon as practicable, the City shall contribute \$300 monthly as the City's direct PEMHCA contribution toward medical premiums for employees and eligible dependents. The City shall supplement the direct PEMHCA contribution in an amount that, together with the direct PEMHCA contribution shall not exceed 75% of the Kaiser Bay Area/Sacramento Area rate for each level of participation – single, single plus one dependent, and single plus two or more dependents. This supplemental amount shall be provided to employees in a Section 125 Cafeteria/Flexible Benefits Health and Welfare Plan.

For example, if the Kaiser family rate is \$1000/month and an employee with family coverage chooses a non-Kaiser plan costing \$1500/month, the City will pay \$300 directly to PERS. The City will also pay \$450 into a Section 125 Cafeteria Plan, which the employee may use towards the payment of medical premiums. In this scenario, the total amount the employee may apply towards medical premiums is \$750 (equal to 75% of the Kaiser premium). The employee shall be responsible for paying \$750 (the difference between the selected plan and the maximum City contribution) each month.

- C. Retiree-Annuitants
 - 1. For retiree-annuitants who retire under the PERS 3%@50 formula and eligible spouses, the City shall contribute the same amount towards eligible retiree annuitants' PEMHCA medical premiums as it contributes towards the direct PEMHCA premiums for bargaining unit employees – currently \$300/month.
 - 2. For retiree-annuitants hired after February 1, 2009, any benefit in excess of the statutory amount prescribed by

PEMHCA (Cal.Gov.Code §22892) will require ten (10) years of City of Vallejo service. Any employee hired before such date shall not be subject to this vesting requirement. The benefit, once vested, shall be the same as for retiree annuitants hired before February 1, 2009. In addition, this vesting requirement shall not apply to any employee who is granted a disability retirement.

D. Waiver:

1. An employee may waive City health care coverage upon verification of coverage from another source. An employee who waives coverage shall receive \$250 per month in a cash payment.

E. Dental Plan - The City shall maintain the existing dental plan through Delta Dental Plan of California with the yearly maximum of \$2,000 and seventy percent (70%) coverage for bridgework. The City shall pay the premium costs of such plan for all employees and their dependents.

F. Orthodontic Plan - The City shall maintain the existing Orthodontic Plan through Delta Dental Plan of California with coverage to allow for employee and dependent coverage which shall provide 50% coverage to a lifetime maximum of \$2,000 per covered individual. The City shall pay the premium costs of such plan for all employees and their dependents.

G. Optical Eyeglass Plan - The City shall maintain an optical and eyeglass plan for all employees and dependents, and shall pay the full cost of the plan. Effective December 1, 1992 the Plan shall be Vision Service Plan, Vision Care Plan C.

H. Life Insurance - The City shall provide life insurance to each employee covered by this agreement in the amount of \$40,000. Accidental death and dismemberment shall be maintained at the same level as basic coverage. During the term of this agreement the City shall pay the full costs of premiums for this coverage.

I. Pre-retirement Death Benefit - On or before July 1, 2010, the City shall amend its contract with PERS to include the Pre-Retirement Optional Settlement 2-W Death Benefit set forth in Government Code Section 21548, for bargaining unit employees.

J. Long Term Disability Insurance - The City shall pay to the Union an amount equal to \$12.00 per month per enrolled employee for the purpose of providing Long Term Disability Insurance currently under contract between the Union and the California Association of Professional

Firefighters. The City agrees to pay any future increases in the cost of such plan during the term of this Agreement.

SECTION 15: UNIFORM ALLOWANCE AND REIMBURSEMENT

- A. Effective March 27, 2010, the uniform allowance shall be \$720.00.
1. Uniform allowances shall be paid quarterly.
 2. The uniform allowance is for the purpose of reimbursing employees for costs incurred in adhering to Fire Department standards.
 3. Persons employed for less than the full fiscal year shall be eligible for a pro-rata uniform allowance for each full month of service. Employees on any leave status other than annual leave or in-lieu holiday time, whose duration is greater than one calendar month shall be subject to this pro-rata calculation. Employees on Light or Modified Duty who are not required to wear a uniform shall not be entitled to uniform allowance during the light duty assignment.
 4. It shall be the responsibility of the employee to see that clothing and equipment assigned him/her are kept clean and in good repair.
 5. Employees relieved from duty for disciplinary reasons shall not qualify for uniform allowance during such period.

SECTION 16: PAY FOR UNUSED SICK LEAVE

- A. When an employee resigns, retires or dies while an employee of the City, the employee or designated beneficiary (whichever is applicable), shall be entitled to be credited for any accumulation of unused sick leave under any one or combination of choices of the following plans.
1. At the employee's discretion, the employee shall be paid for up to one-quarter (25%) of any accumulation of unused sick leave pay at his/her regular straight time rate of pay.
 - a) Multiple payments may be made to the employee over time.
 2. The City will has amended its PERS contract pursuant to Government Code Section 20862.8 to permit employees to credit accumulated sick leave toward retirement service credit. Prior to calculating retirement service credit, pay for unused sick leave received by employees under Subsection 1 shall be deducted from accumulated sick leave hours. The balance of sick leave hours

shall be used in the calculation of retirement service credit in accordance with PERS regulations.

SECTION 17: EDUCATIONAL INCENTIVE PAY

- A. Effective March 27, 2010, for current employees, the City shall maintain an Educational Incentive Pay Program with a First Step Award equivalent to three and one half (3.5) percent of the employee's base salary and a Second Step Award equivalent to five (5) percent of the employee's base salary in accordance with the procedure set forth below.
1. Purpose - This incentive pay program is established to encourage and reward uniformed members of the Fire Department in the classes of Fire Fighter/Apprentice through Assistant Fire Chief for the acquisition and maintenance of higher levels of educational achievement. The program provides an amount of pay, over and above the normal salary range for those classes, upon achievement of specific qualifications and requirements set forth herein.
 2. Procedure - Eligibility to make initial application for the award will be determined by the achievement of either of the requirements set forth in subparagraph 3, Requirements, and such application may be submitted immediately upon meeting these requirements. Upon attaining eligibility for educational incentive pay, such pay will be earned from the first day of the month following approval of the award by the Fire Education and Training Evaluation Board.
 3. Requirements
 - (a) First Award - Initial Receipt of the Award
 - i. Completion of 300 hours of Basic Training (in service) and completion of thirty (30) semester units of college work of which twenty (20) units will be needed to complete the Basic Certificate of Proficiency in Fire Science issued by a recognized college or university and four (4) years of approved experience; OR
 - ii. Nine (9) Fire Officer Certificate Courses offered through the California Fire Service Training and Education System. They are as follows:

Command 1A
Command 1B
Fire Instructor 1A

Fire Instructor 1B
Fire Investigation 1A
Fire Investigation 1B
Fire Prevention 1A
Fire Prevention 1B
Management 1
Handling Hazardous Materials Incident:
Guidelines for First Responders

- iii. and four (4) years of approved experience; OR
- iv. Associate of Arts (A.A.) Degree in an approved field.

(b) Second Award - Initial Receipt of the Award

- i. Completion of three hundred (300) hours of Basic Training (in-service); and an A.A. Degree in an approved field and eight (8) years of approved experience; OR
- ii. Completion of the nine (9) Fire Officer Certification Courses and Handling Hazardous Materials Incidents: Guidelines for First Responders, outlined under the First Award, plus the completion of fifteen of the following twenty-two Certified Courses and eight (8) years of approved experience.

Fire Command 2A
Fire Command 2B
Fire Command 2C
Fire Command 2E
Fire Instructor 2A
Fire Instructor 2B
Fire Instructor 3
Fire Investigation 2A
Fire Investigation 2B
Fire Prevention 1C
Fire Prevention 2A
Fire Prevention 2C
Fire Prevention 3A
Fire Prevention 2B
Hazardous Materials 1A
Hazardous Materials 1B
Management 2A
Management 2B
Management 2C

Management 2D
Management 2E

OR

iii. Bachelor's Degree in an approved field.

4. General Provisions

- (a) A Fire Education and Training Evaluation Board comprised of the City Manager, Fire Chief and Human Resources Director shall be established for the purpose of determining standards of acceptance for study and training, and acceptance of A.A. Degree or Bachelor's Degree in an approved field.
- (b) Acceptability of each course of study or training must be determined by the Board in advance of participation, if credit is requested.
- (c) A member who wishes to enroll in a public school, institute, certificated program, college or university for the purpose of fulfilling the training requirement, shall do so on his/her own time and his/her own expense, unless otherwise approved by the Fire Chief.

5. Education and Training Qualifications

- (a) Qualification will be determined by a combination of education, training and experience.
- (b) A unit shall mean a semester college unit, or equivalent unit of classroom or field training time.
- (c) Experience shall be acquired as a Firefighter for the City of Vallejo, unless other Fire Department experience is determined by the Board to be of equal or proportional value.
- (d) Members may take courses in accredited public or private schools, certificated programs, colleges or universities which are undertaken for the purpose of improving their efficiency, knowledge or competency in the performance of their duties. Courses leading to a degree in the following fields will qualify toward meeting the requirements outlined in subparagraph 3:

Fire Science
Fire Administration
Chemistry
Public Administration
Political Science
OR any other major deemed to be beneficial to the Fire Department by the Board.

- (e) Members attending outside schools, colleges or universities will be required to complete the selected course of study with a passing grade of "C" or better. (G.P.A. equivalent to a 2.0 on a 4 point grade scale.) If, for departmental reasons, a member is unable to complete a course, credit will be granted to that point provided at least a "C" average has been maintained in the course.
 - (f) Outside seminars, lectures, workshops and similar educational meetings may qualify for the training requirement if so designated by the Board in advance of the training.
6. The Educational Incentive Pay Program shall not be available to employees hired after this Agreement is adopted.

B. EMT Pay

- 1. The City shall compensate any employee who shows evidence of EMT I (Emergency Medical Technician I) certification 5% above base salary for the period of certification (two years).
- 2. It is understood that EMT-D certification is currently necessary in order to be eligible for the base level EMT incentive pay during the term of this Agreement. Should an enhanced EMT certification be required for EMTs in Solano County, it is agreed that the enhanced requirements would become part of the minimum requirements in order to receive the full five percent (5%) EMT Incentive Pay. It is agreed that all necessary training needed to obtain this enhanced certification shall be provided by the Department, on duty and at no cost to the employees.
- 3. The Emergency Medical Technician premium shall not be available to employees hired after this Agreement is adopted.

C. Paramedic Pay

1. The City shall compensate any employee who holds a current paramedic license and is providing paramedic services for the City, an amount equal to ten percent (10%) above their base salary.

D. Haz-Mat Pay

1. The City shall compensate all members of the Haz-Mat team an amount equal to five percent (5%) above their base salary.
2. The number of members on the Haz-Mat teams shall be determined by the Fire Chief.

E. Bi-Lingual Pay

1. The City shall compensate any employee who can demonstrate conversational proficiency in a second language to English and amount equal to one percent (1%) above his/her base salary.
2. The City shall provide training materials such as CD's or computer programs, which the employee can utilize to train on their own time.
3. The proficiency shall be measured with a certified test mutually agreed upon by IAFF and the City of Vallejo Human Resources Department.
4. The maximum Bi-Lingual incentive pay shall be 1%.

SECTION 18: PARAMEDIC PROGRAM

- A. It is the intention of the parties that every Advance Life Support Company in the Vallejo Fire Department shall be staffed with at least one (1) Firefighter/Paramedic serving at the rank of Firefighter.

1. Journey Level Firefighter/Paramedics shall be allowed to fill Acting Engineers Positions and serve as the Paramedic on their Engine Company.
2. Any paramedic who is denied an acting assignment due to the paramedic needs of the department shall be entitled to receive acting pay for the period that was denied.
3. Staffing for the Fire Suppression Division shall include a compliment of Firefighter-Paramedics in order to provide for one

Firefighter/Paramedic per ALS Company. In the event there are not a sufficient number of Firefighter-Paramedics reporting for duty; additional Firefighter-Paramedics shall be called to work utilizing the overtime procedures. The Fire Chief or his/her designee may re-deploy Firefighter-Paramedics in order to maintain apparatus staffing levels.

4. In order to maintain apparatus staffing levels, an Engineer may volunteer to act as the paramedic and shall receive the paramedic premium for those hours worked as the paramedic.
- B. As a condition of continued employment, all personnel hired after January 1, 2000 shall be required to maintain their paramedic certification while serving at the rank of Firefighter during the term of this Agreement.
1. Any employee who promotes out of the rank of Firefighter shall upon completion of his/her probationary period, have no further obligation to maintain their paramedic certification.
- C. Existing Firefighters who are not currently certified as paramedics shall be afforded the opportunity to request Paramedic training through the Fire Chief's Office. The Fire Chief shall determine the number of employees allowed to attend Paramedic school and the acceptability of the school being requested.
1. Applications for school shall be approved as received based upon seniority and the employee's ability to pass any required prerequisite testing.
 2. The City shall pay all course fees and expenses on behalf of the employee associated with paramedic school. Employees who fail to complete paramedic school shall be held harmless of any monies expended by the City on their behalf.
 3. Any employee attending paramedic school shall be given administrative leave on duty days in order to attend the didactic portion of paramedic school. The Fire Chief shall determine the appropriate leave time necessary based upon the hours of school and the travel time needed.
 - (a) The City shall allow employees up to two hundred forty (240) hours administrative leave to attend the clinical and field internship portions of paramedic school.
 4. Employees shall not be entitled to overtime pay for attending school outside of their normally scheduled work hours.

5. Upon receipt of a State of California Paramedic License and Solano County Accreditation employees shall be reimbursed at their regular hourly rate of pay for all Didactic, Clinical, and internship hours attended outside of normal work hours up to a maximum of \$10,000. Employees shall submit all necessary documentation to the Fire Chief's Office in order to be eligible for this pay. Employees shall be paid in one lump sum at the next regularly scheduled payday after submission of documentation to the Chief's Office.
 - (a) Any employee who participates in this program shall be obligated to maintain their paramedic certification and serve as a paramedic in the Vallejo Fire Department for five years after initial certification is received.
 - (b) Any employee who promotes out of the rank of Firefighter shall, upon completion of his/her probationary period, be released from the above five (5) year obligation. Employees may elect voluntarily to maintain their certification in order to be eligible for overtime work as a Paramedic.
- D. Any employee hired prior to January 1, 2000 and who is currently certified as a paramedic and holding the rank of Firefighter may elect to serve in the capacity of Firefighter/Paramedic. Any employee electing to do so shall obligate himself/herself for a period of at least one (1) year. Employees who obligate themselves for a two (2) year period shall be eligible for Licenses, Fees and Continuing Education Costs, as outlined in Section E below. Employees who have obligated themselves as Paramedics can promote during their obligation period but will not be eligible for limited appointments.
- E. Compensation for Licenses, Fees and Continuing Education Costs:
 1. Employees providing Paramedic services for the City shall receive 60 hours overtime pay/leave plus \$875.00 upon renewal of their Paramedic certification. Employees shall receive this compensation in one lump sum payment at the next regularly scheduled pay day after submission of documentation to the Fire Chiefs Office. It is understood that this compensation is based on the previous two years of Paramedic service provided.
- F. Vallejo Firefighter/Paramedics who are certified as Preceptors in Solano County may be utilized to act as Preceptors. He/she shall be compensated on a monthly basis at five percent (5%) above their

Firefighter/Paramedic pay during any calendar month services are provided.

- G. There shall be two (2) Paramedic Liaisons on each shift. One (1) Primary Liaison and an alternate Liaison. The Primary Liaison shall be compensated at a rate of five percent (5%) above his/her base salary.

SECTION 19: OUT OF CLASSIFICATION COMPENSATION

- A. Whenever any employee has been assigned to work in a higher classification other than his/her regular classification, such employee shall receive the salary called for as if he/she were permanently promoted.
- B. Firefighters acting or promoted to the rank of Firefighter/Engineer shall be paid at the top step of Firefighter/Engineer's rate.
- C. Firefighters or Firefighter/Engineers acting or promoted to the rank of Fire Captain shall be paid at the fourth (4th) step Fire Captain's rate.
- D. Fire Captains or Fire Inspectors acting or promoted to the rank of Assistant Fire Marshal shall be paid at the top step Assistant Fire Marshal's rate.
- E. Fire Captains or the Assistant Fire Marshal acting or promoted to the rank of Assistant Fire Chief or person placed in charge of the Fire Prevention Division by the Fire Chief shall be paid at the Battalion Fire Chief's rate of pay.
- F. Fire Captains acting or promoted to the rank of Battalion chief shall be paid at the Battalion Chief rate of pay.
- G. Paramedics acting at an Engineers rate shall also receive the top step of Engineers rate of pay.
- H. Paramedics or Captains acting or promoted to the Paramedic Coordinator/Training Specialist position shall be paid at top step Captain's rate of pay.

SECTION 20: REPORTING PAY

- A. The Fire Department Personnel Office shall notify employees of any shift transfer at least five (5) calendar days prior to the effective date of such change. If an employee reports to duty on his/her regularly scheduled work day and is relieved due to work schedule changes or transfers, such employee shall be entitled to reporting pay at the rate of time and one-half

(1-1/2) for a minimum of four (4) hours, beginning at the time he/she is relieved of duty or is transferred, except as provided in Section 9.C. A

- B. Employees relieved of duty for disciplinary reasons shall not qualify for reporting pay. If the disciplinary action is not sustained on a just cause basis, then he/she shall receive such reporting pay as he/she would have otherwise been entitled to receive.

SECTION 21: HOURS OF WORK

- A. Employees who, by nature of their work, are required to work twenty-four (24) hour shifts shall be required to work the present schedules based on not more than fifty-six and three-tenths (56.3) hours per week. Employees who work additional hours, except the extra hour worked at the conclusion of Pacific Daylight Saving Time each year, shall be covered by the provisions set forth in the Overtime Section.
- B. Uniformed Fire Prevention personnel shall work not more than forty (40) hours per week, Monday through Friday, as follows: 7:30 a.m. to 6:00 p.m. They shall work not more than four (4) days per week, ten (10) hours each day, and shall be entitled to a three (3) day weekend on two (2) of every three (3) consecutive weekends. Uniformed Fire Prevention personnel shall rotate weekends off as agreed among themselves, in order that the Fire Prevention Division may remain open 7:30 a.m. to 6:00 p.m. five (5) days per week. There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour, and shall commence not earlier than three and one-half (3 1/2) hours and not later than five (5) hours from the beginning of the shift. The method of computing overtime rate of pay shall be based on a forty (40) hour week and shall not be based on a ten (10) hour day.
- C. The hours of work for the Training Division shall be as determined by the Fire Chief. The schedule may include five (5) work days of eight (8) hours per day, a four (4) day per week, ten (10) hours each day work schedule, or a "9/80" work schedule.

SECTION 22: WORK SCHEDULE

- A. There shall be posted in a conspicuous place at each fire station a work schedule specifying the days off of each employee and the City shall keep such schedule up to date. The current work schedule shall remain in place during the term of this agreement subject to the following: If the City or Union wishes to alter the current work schedule, the City or Union shall notify the other party in writing of their intention to do so. The Union and City shall meet and confer over changes to the work schedule. If in the

event that there is no agreement on schedule changes then the issue will immediately proceed to the fourth step of the grievance procedure.

SECTION 23: OVERTIME

- A. "Overtime work" means work performed during overtime in compliance with order of competent authority. Overtime shall be considered all time worked other than regularly scheduled work hours. The Fire Chief shall keep a record of overtime credit for employees under his/her supervision. The record shall be available for inspection. The Fire Chief's Office will provide the Union Steward with copies of all overtime reports for overtime not called in through the call-in system.
1. Time spent on any paid leave status shall be counted as "Time Worked" for the purpose of calculating FLSA Overtime Payments. Paid Leave categories include: administrative leave, annual leave, sick leave, family sick leave, holiday leave, workers compensation leave, release time, military leave and bereavement leave. If any new category of paid leave is created during the term of this agreement it shall also be counted as time worked.
 2. Members of the Training Division shall be paid the equivalent of FLSA base pay for Fire Suppression Captains while assigned to a forty (40) hour schedule in the Training Division.
- B. Overtime shall be paid at time and one-half (1-1/2) the hourly rate of the monthly salary of the employee in the classification in which the employee is regularly assigned but adjusted to a forty (40) or fifty-six and three tenths (56.3) hour per week basis, depending on the job filled.
- C. Overtime shall commence at the time an employee is called to report for work outside of his/her regularly scheduled hours, provided that such employee reports for duty within sixty (60) minutes; otherwise, overtime shall commence at the time such employee reports for duty. Overtime shall continue until the employee is released.
- D. When overtime exceeds one-half (1/2) hour, the overtime work shall be paid thereafter in one-half (1/2) hour periods, a fractional part of such period to count as one-half (1/2) hour.
- E. When an employee off duty is called to work overtime and is not entitled to the provisions of emergency call back pay, he/she shall receive not less than two (2) hours overtime.
- F. Overtime shall not be worked without authority of the Fire Chief or his/her authorized representative.

- G. When overtime is to be worked, employees shall be required to report and be available for duty not more than sixty (60) minutes after the time requested.
- H. Employees may decline to offer to work overtime, if they so desire, except in cases of emergency.
- I. In the event an employee works overtime in a higher classification, he/she shall be paid the overtime rate of the higher classification, in which the employee works. The applicable overtime rate shall be adjusted to a forty (40) hour or fifty-six and three-tenths (56.3) hour per week basis, depending on the job filled. The top step in a position filled will be paid to an employee working in a lower classification.
- J. Any employee called in due to a situation involving a fire emergency or alarm for work outside his/her regularly scheduled hours shall be paid at the rate of time and one-half (1-1/2) for hours actually worked but shall be guaranteed a minimum of four (4) hours pay at such rate. When such an employee is called in due to an emergency, regardless of the time the emergency exists, he/she shall be released and shall not be retained for the purposes of fire watch unless the employee accepts the overtime voluntarily or when no one is available to accept the fire watch overtime as provided for in Sections 21 and Rules and Regulations. Employees called for overtime to perform fire watch shall receive not less than two (2) hours overtime pay.
- K. Employees working beyond their normal shift ending time for reasons other than being held in for a staffing shortage shall be paid at the rate of time and one-half (1-1/2) for hours actually worked but shall be guaranteed a minimum of one (1) hour pay at such rate.
- L. "Emergency," for the purposes of this Section, is defined as a condition that requires the immediate response to a given situation, which involves the protection of life and property. The Chief Officer on duty shall declare when an emergency exists as defined in this Subsection and shall declare when the emergency ends.
- M. Except in cases of emergency, including emergency holdins for staffing shortages, no employee shall work overtime if so doing would result in his/her being on duty in excess of ninety-six (96) hours, without a minimum twelve (12) consecutive hour break during that period. In the event a break of less than twelve (12) consecutive hours occurs, such break hours shall count toward the ninety-six (96) hour maximum until a twelve (12) consecutive hour break is achieved.

- N. Personnel who are assigned to a strike team and have been on such assignment for more than one hundred and twenty (120) hours shall be released upon his/her return for at least 24 hours.
1. If the return from the Strike Team assignment is after 3:00 pm on the first day of the normal work period then the employee shall be released for both normal shift days.
 2. If the return from the Strike Team assignment is after 12:00 pm on the day prior to the first day of the normal work period then the employee shall be released from the first day of the normal work assignment.

SECTION 24: HOLIDAYS

- A. The City shall allow thirteen and one-half (13 ½) holidays per year. Holidays that shall be observed are:
1. New Year's Day January 1
 2. Martin Luther King Day Third Monday in January
 3. Lincoln's Birthday February 12
 4. Washington's Birthday Third Monday in February
 5. Memorial Day Last Monday in May
 6. Independence Day July 4
 7. Labor Day First Monday in September
 8. Admission Day September 9
 9. Columbus Day Second Monday in October
 10. Veteran's Day As observed by the City
 11. Thanksgiving Day
 12. Friday after Thanksgiving
 13. Christmas Day December 25
 14. One-half holiday on Christmas Eve (December 24 or New Year's Eve December 31
- B. The City Council may declare other holidays, or partial holidays by ordinance or resolution, which shall apply to the Fire Department employees in the same manner as in the past.
- C. Forty (40) hour week personnel, the City shall allow thirteen and one-half (13 ½) holidays per year as specified in Subsection A above. If a holiday falls on a day off, the first work day preceding or following the holiday shall be observed as the holiday or the employee may elect holiday pay or time off as outlined below.

D. Effective March 27, 2010, Fire Suppression personnel, who, by the nature of their duties, are required to work 56.3 hours per week, shall be compensated for holidays as computed as follows:

- (a) 7.71 hours = 1 holiday
- (b) 7.71 hours x 13.5 holidays = 104.09 hours
- (c) 152.01 x 1.5 (time and one-half) = 156.14 hours accrued/year
- (d) 156.14 hours divided by 24 = 6.50 shifts per year in lieu of holidays
- (e) 156.14 hours divided by 26 pay periods = 6.01 hours accrual/pay period

1. Fire Suppression personnel may elect to receive holiday pay at straight pay for accumulated holiday leave, or they may take such holiday time at straight time off. Employees shall make such election by September 1 of each year on a form provided by the Fire Chief's Office in August of that year. They shall also indicate the manner of cash payment (quarterly, semi-annually or annually). They shall designate, in writing, the amount of holiday time to be received in straight pay, and the amount to be received in holiday time off as part of their annual leave.
2. Holiday pay and accumulated holiday time off shall be limited to a maximum of three (3) years. Employees will automatically be paid accumulated holiday pay at straight time in excess of three (3) years at the next regular payment of holiday buy back. Employees requesting payment of whole holiday leave accumulation shall be paid in full no later than one quarter after the request.
 - (a) The City will only report Holiday Pay for retirement purposes when it is paid in the year in which it is earned and meets all other requirement for special compensation as defined in the California Public Employees' Retirement Law or other applicable regulations.

E. Fire Prevention and Training personnel who work a forty (40) hour per week schedule may elect to receive holiday pay or time off at straight pay for up to thirteen and one-half (13.5) holidays per year.

1. Fire Prevention Division

- (a) Fire Prevention personnel who elect to receive pay or time off for holidays shall give up the in-lieu day off when a holiday falls on his/her regularly scheduled day off and shall be compensated for holidays as outlined below. Employees

shall make such election, in writing, beginning in September of each year at the time of vacation scheduling by the Department. They shall designate, in writing, the amount of holiday time to be received in pay and the amount to be received in holiday time off as part of their annual leave. They shall also indicate the manner of cash payment (quarterly, semiannually or annually). Holiday pay and accumulated holiday time off shall be limited to a maximum of three (3) years. Employees will automatically be paid accumulated holiday pay at straight pay in excess of three (3) years. Employees may use accumulated holiday time in accordance with existing Rules and Regulations and Standard Operating Guidelines governing holiday time off.

(b) Effective March 27, 2010:

- i 7.71 hours = 1 holiday
- ii $7.71 \text{ hours} \times 13.5 \text{ holidays} = 104.09 \text{ hours}$
- iii. $104.09 \times 1.5 \text{ (time and one-half)} = 156.14 \text{ hours}$
accrued/year
- iv. $156.14 \text{ hours} \times 0.71 \text{ (conversion factor)} = 110.86$
hours
- v. $110.86 \text{ hours divided by } 26 \text{ pay periods} = 4.26 \text{ hours}$
accrual/pay period

2. Training Division

(a) Fire Training Division personnel who elect to receive pay or time off for holidays shall give up the in-lieu day off when a holiday falls on his/her regularly scheduled day off and shall be compensated for holidays as outlined below. Employees shall make such election, in writing, beginning in September of each year at the time of vacation scheduling by the Department. They shall designate, in writing, the amount of holiday time to be received in pay and the amount to be received in holiday time off as part of their annual leave. They shall also indicate the manner of cash payment (quarterly, semi-annually or annually). Holiday pay and accumulated holiday time off shall be limited to a maximum of three (3) years. Employees will automatically be paid accumulated holiday pay at straight pay in excess of three (3) years. Employees may use accumulated holiday time in accordance with existing Rules and Regulations and Standard Operating Guidelines governing holiday time off.

(b) Effective March 27, 2010:

- i. 7.71 hours = 1 holiday
- ii. 7.71 hours x 13.5 holidays = 104.09 hours
- vi. 104.09 x 1.5 (time and one-half) = 156.14 hours
accrued/year
- vii. 156.14 hours x 0.71 (conversion factor) = 110.86
hours
- viii. 110.86 hours divided by 26 pay periods = 4.26 hours
accrual/pay period

- F. A holiday time accrued and used shall be recorded on each individual's bi-weekly pay warrant.
- G. The number of persons that shall be pre-approved for time off on holiday leave shall be zero (0) per day. Additional requests, not to exceed one (1), shall be authorized the same day the employee wishes leave, provided that granting such leave will not cause overtime. All holiday leave shall be on a first come, first serve basis. In the event two or more employees request holiday leave for the last slot available, such time shall be granted by seniority. Holidays taken as time off shall be for a minimum of four (4) hours. Holiday leave shall be approved on the same shift leave is requested in less than four (4) hour slots, charged in minimum half (½) hour increments, only when excess staffing levels exist.

SECTION 25: VACATION LEAVE

- A. Time spent on vacation, sick or injury leave, which is paid by the City, shall count in accruing vacation benefits. Each employee shall be eligible for vacation leave after six (6) months of satisfactory full time employment.
- B. Vacation leave, if properly scheduled, shall be approved by the Fire Chief. All Fire Department personnel who work on a shift (platoon) basis shall accrue vacation leave and shall have vacation leave deducted on a twenty-four (24) hour shift basis.
 - 1. The number of twenty-four (24) hour shifts allowed for vacation leave shall be as follows:
 - (a) Employees with less than five (5) years continuous service shall be entitled to six (6) shifts of vacation leave.
 - (b) Employees with five (5) or more years of continuous service and less than thirteen (13) years continuous service shall be entitled to nine (9) shifts of vacation leave.

- (c) Employees with thirteen (13) or more years of continuous service and less than twenty-four (24) years continuous service shall be entitled to twelve (12) shifts of vacation leave.
 - (d) Employees with more than twenty-four (24) years of continuous service shall be entitled to thirteen (13) shifts of vacation leave.
- C. Vacation leave for forty (40) hour personnel shall be based on the equivalent value of vacation accrual for Fire Department shift personnel to be computed as follows:
- 1. $40 \text{ hours} / 56.3 \text{ hours} = .71$ factor of difference in accrual when transferring from Suppression to Prevention or Training.
 - 2. $56.3 \text{ hours} / 40 \text{ hours} = 1.4075$ factor of difference in accrual when transferring from Prevention or Training to Suppression.
- D. Vacation leave for forty (40) hour personnel shall be as follows:
- 1. Employees with less than five years continuous service shall receive:
 - (a) $6 \text{ shifts} \times 24 \text{ hours} = 144 \text{ hours} \times .71 = 102.24 \text{ hours}$
 - (b) 10 hour working day = 10.224 days
 - (c) 8 hour working day = 12.78 days
 - 2. Employees with five (5) or more years of continuous service and less than thirteen (13) years continuous service shall receive:
 - (a) $9 \text{ shifts} \times 24 \text{ hours} = 216 \text{ hours} \times .71 = 153.36 \text{ hours}$
 - (b) 10 hour working day = 15.336 days
 - (c) 8 hour working day = 19.17 days
 - 3. Employees with thirteen (13) or more years of continuous service and less than twenty-four (24) years continuous service shall receive:
 - (a) $12 \text{ shifts} \times 24 \text{ hours} = 288 \text{ hours} \times .71 = 204.48 \text{ hours}$
 - (b) 10 hour working day = 20.448 days

- (c) 8 hour working day = 25.56 days
4. Employees with more than twenty-four (24) years of continuous service shall receive:
- (a) 13 shifts x 24 hours = 312 hours x .71 = 221.52 hours
 - (b) 10 hour working day = 22.152 days
 - (c) 8 hour working day = 27.69 days
- E. Employees are entitled to accrue up to a three (3) years entitlement of vacation leave at their rate of accrual (as listed below). If on January 1 of each year, an employee's balance is over the three (3) year entitlement, any amount over the three (3) year maximum shall be canceled irrevocably, unless the leave request of the employee has been postponed by the Fire Chief or division head. Not later than October 1 of each year, the Fire Chief's Office shall give written notification to employees who would lose vacation days if allowed to carry over into the next succeeding year by virtue of this Section.
1. Effective March 27, 2010 maximum entitlement for three (3) years of vacation accrual is:
- (a) 56.3 Hour Work Schedule
 - i. Less than five years service 432 hours
 - ii. Five through twelve years 648 hours
 - iii. Thirteen through twenty-three years 864 hours
 - iv. More than twenty-four years 936 hours
 - (b) 40 Hour Schedule
 - i. Less than five years service 306.72 hours
 - ii. Five through twelve years 460.08 hours
 - iii. Thirteen through twenty-three years 613.44 hours
 - iv. More than twenty-four years 664.56 hours
- F. Fire Department shift personnel may elect to take their entire vacation at one time or their vacation may be split into two or more parts at the employee's option, based on the vacation selection procedure set forth in the Rules and Regulations and Standard Operating Guidelines, except that carried over vacation time may be taken in a minimum of twelve (12) hours as provided in Rules and Regulations, fractions of a twenty-four (24)

hour shift are accumulated, which may be taken as vacation leave in a subsequent year.

- G. Vacations will be selected by Department seniority.
- H. Upon termination or retirement from service, all Fire Department personnel shall be paid for accumulated vacation at the salary level held by the employees at the time of termination or retirement.
- I. Whenever any employee is granted, and takes, any vacation leave, the number of work hours which occur during the leave shall be subtracted from the employee's record of accrued vacation leave. In calculating such reductions, holidays shall not be counted as work hours except for those employees who are required to work on holidays by the nature of their duties.
- J. Whenever any probationer is separated within the first six (6) months of employment, any leave credit on his/her record accrued during his/her probationary service shall be subtracted and canceled without payment to the probationer.
- K. Employees who have more than three (3) years accumulation of vacation leave as of the ratification of this agreement shall have until January 1, 2012 to reduce their accumulations to the levels set forth in this Section. Employees who have had leave denied due to discretionary leave levels shall have an additional six (6) months, from January 1, 2012, to reduce their accumulations.

SECTION 26: SICK LEAVE

- A. "Sick Leave" shall be defined as follows:
 - 1. An illness or injury that physically incapacitates any employee from performing his/her duties. Personnel reporting for duty and later reporting off duty due to illness or injury are to be charged with sick leave to the nearest half ($\frac{1}{2}$) hour, with a minimum of two (2) hours for any such absence.
 - 2. Illness or injury incurred in the line of duty to the extent not covered by job connected ("4850") disability leave.
 - 3. Medical, dental and eye examination or treatment for which appointments cannot be made outside of working hours.
- B. Sick leave cannot be used for illness or injury directly traceable to employment other than with the City of Vallejo.

- C. For the following reasons, "special leave," when accepted, shall be chargeable against sick leave credits: Exposure to contagious disease, when the presence of the employee for duty would endanger the health of others, except when such exposure occurs during the course of his/her duty day.
- D. "Accrued leave" means that number of work days which remain after subtracting from the total sick leave: sick leave taken, plus sick leave canceled, as otherwise provided in these rules.
- E. Each employee who has completed six (6) months of full time service will be eligible for sick leave with pay.
- F. The accrual of sick leave shall be 8.31 hours per pay period, which shall be posted on the employee's check stub under "Earned This Period". Upon satisfactory completion of six (6) months of full time service by any regular employee, his/her record shall be credited in accordance with the appropriate accrual with 8.31 hours for each full pay period worked from date of employment to present.
 - 1. All Fire Department personnel who work on a twenty four (24) hour shift (platoon) basis shall accrue sick leave by hours at the rate of eighteen (18) hours of sick leave each month, and credit for such sick leave shall be posted in accordance with this Agreement.
 - 2. All Fire Department personnel who work other than on a twenty-four (24) shift basis shall accrue sick leave at the same rate as twenty-four (24) hour shift personnel. While on assignment to a forty (40) hour work schedule, such accrual shall be reduced by multiplying the total suppression sick leave balance and the biweekly accrual of 8.31 hours by a factor of .7105. Whenever an employee is granted and takes sick leave the number of hours which are used for said leave shall be deducted from his/her sick leave balance. Upon the employee's return to a twenty-four (24) hour shift schedule, his/her sick leave balance shall be multiplied by a factor of 1.4075 and the biweekly accrual shall return to 8.31 hours. This formula shall result in the following accrual:
 - (a) 8.31 hours bi-weekly (Suppression) x .7105 = 5.90 bi-weekly (40 hour personnel)
 - (b) 216.06 hours annually (Suppression) x .7105 = 204.68
153.51 hours annually (40 hour personnel).

- G. Sick leave with pay or special leave with pay, which is chargeable to sick leave, shall accumulate indefinitely without limitation.
- H. Whenever any employee is granted and takes sick leave, the number of hours which are used for said leave shall be subtracted from his/her sick leave balance.
- I. All Fire Department personnel who work on a twenty-four (24) hour shift basis, when granted sick leave, shall have sick leave deducted as follows: Sick leave shall be deducted by hours; for absences from a scheduled on duty shift, one twenty-four (24) hour shift of sick leave shall be deducted; when such personnel are permitted to take sick leave for less than a full twenty-four (24) hour shift, such sick leave shall be charged to the nearest half hour, with a minimum of two hours for any such absence.
- J. Sick leave of greater duration than the employee's balance to date shall not be granted. However, accrued vacation leave, holiday time and accrued overtime credits may be used to extend the period of leave with pay up to the maximum credited for the particular employee with such leave with pay.
- K. A holiday occurring when an employee is on sick leave because of illness or injury shall be counted as a holiday and not charged as a sick leave day, except for employees who are required to work on holidays.
- L. Sick leave will not be approved where the injury or illness is directly traceable to employment other than the City of Vallejo or where the injury or illness is caused by the employee's serious and willful misconduct, as such terms are defined and interpreted under the Workers' Compensation and Safety Act.
- M. Time off for doctor, dentist or ocular appointments may be taken as sick leave if the appointment is necessary because of illness, injury, dental care or eye examination. Not more than two (2) hours a day of sick leave is authorized for each appointment, except under unusual circumstances. Several such absences during a pay period may be accumulated and itemized on the same sick leave report. Employees should be requested to secure dental, medical or ocular appointments on their own time, but where this is not possible, appointments should be secured to reduce to a minimum the time away from the job.
- N. In order to qualify for sick leave payments, an employee must notify Fire Station 21 not later than one (1) hour before his/her normal starting time on the first day of absence, unless circumstances surrounding the absence make such reporting impossible, in which event the report must be made as soon thereafter as possible. All absences for which sick leave

is required, regardless of the length or duration of such absences, require the completion, submission and approval of an "Application for Leave" form before payment is made.

- O. An employee who is laid off and reappointed within forty-eight (48) months shall have restored any accrued sick leave existing at the time of his/her layoff. When an employee is transferred to another position or department, his/her accrued sick leave shall continue to be available.
- P. Death of a member of the immediate family may be accepted as a reason for the use of bereavement leave. Barring unusual circumstances allowed in the sole discretion of the Chief, not over three consecutive calendar days of such leave may be taken for each such instance and shall not be deducted from the employee's sick leave balance. The three (3) days allowance is to be regarded as a maximum allowance and should be used only where actually necessary. In the event a holiday or regular day off falls within the three days, these days are counted, but not charged to bereavement leave.
 - 1. A member of the immediate family means the mother, father, husband, wife, son, daughter, brother, sister, dependent of the employee, or relation by affinity. Not more than one day of bereavement leave may be taken for the death of aunt, uncle, grandparents, in-laws or other persons who are living in the household of the employee. Additional leave may be approved by the Fire Chief or his designee, and such leave shall be deducted from the employee's sick leave balance.
- Q. An absence to care for a member of the immediate family who is seriously ill or injured and who requires the care or attendance of the employee is authorized to use half of their sick leave accrual to attend to the illness of a child, parent or spouse in any calendar year.
- R. Hospitalization of a member of the immediate family is a valid reason for special leave, under the following conditions: A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of the birth of his/her child, or in the event of critical illness of a member of the immediate family. Absences for these reasons of more than one (1) day may be authorized on special leave only if a doctor provides a written statement that the employee's presence away from work is required.
- S. While on vacation, if an employee finds it necessary to render family care or attend the funeral of a member of the immediate family or be present at the hospital, special leave is not authorized.

- T. All employees will be eligible for maternity leave for childbearing or pregnancy related disability as permitted by State and Federal law. Maternity leave may commence no earlier than two (2) weeks prior to the expected birth unless stipulated by a physician. Extensions may be granted upon the recommendation of competent medical authority.
1. No employee will be penalized for time off due to her pregnancy or childbearing.
 2. All employees, while on unpaid maternity and/or pregnancy disability leave, will be responsible for full payment of any City paid contribution into benefits on behalf of the employee.
 3. Maternity leave must be requested in writing to the City Manager.
 4. No employee will suffer a loss in seniority as it relates to vacation scheduling, reassignments, layoffs and recall during the maternity and/or pregnancy disability leave.
 5. The employee shall have the option of using sick leave, annual leave, compensation leave, leave without pay, or holiday time, notwithstanding any other limiting provisions of this Agreement. The employee shall not lose seniority rights while in such leave status. Also, employees who elect to use annual, compensatory or holiday leave shall not be included in determining the maximum number allowed off per day for such leave purposes.
 6. After leave for childbearing or her pregnancy related disability, the employee shall be reinstated to her original position before the leave or to a position of like status.

U. Light Duty

1. All employees on extended Sick Leave or Maternity Leave, who cannot perform their regular fire suppression duties but are capable of performing other duties are eligible for a "Light Duty" assignment. "Light Duty" assignments for Sick Leave or Maternity Leave shall be voluntary.
2. Light Duty is defined as duty in the Training, Suppression or Fire Prevention Divisions and shall be limited to administrative research, training evolutions, record maintenance, investigations, research, inspection and/or public presentations relating thereto, and shall not involve emergency fire suppression, rescue, medical emergency, maintenance duties or any activity requiring unusual physical

activity. These duties shall not infringe any other work normally performed by any other labor group, e.g., IBEW, CAMP, etc.

3. Light Duty assignments shall only be allowed after documented proof has been submitted by a physician verifying that said employee is physically able to perform such non-emergency duty.
4. Suppression employees who will be off duty for ten (10) or more consecutive shifts and who desire to work light duty shall be given the option of working twenty-four (24) hour days, ten (10) hour days (including a one hour lunch) or eight (8) hour days (including a half-hour lunch). Employees may choose to work up to a maximum of five (5) days per week, excluding weekends and holidays, not to exceed forty (40) hours per week, and shall work a fully agreed upon schedule except as modified by the employee's physician. The light duty assignment shall be subject to the employee's physician report, e.g., employee can sit for 3 hours at a time or employee cannot lift items over 10 lbs.
 - (a) A modified formula shall be utilized whereby an employee may save all or a portion of his/her Sick Leave by performing light duty. Such employee shall have 17.052 hours deducted for each 24 shift of absence ($24 \times .7105 = 17.052$) while on extended leave. He/she shall be credited with 14.075 hours for each 10 hour shift worked ($10 \times 1.4075 = 14.075$) and 11.260 hours for each 8 hour shift worked ($8 \times 1.4075 = 11.260$) while on light duty. These calculations are derived by the factors set forth in Section 26 G. (Sick Leave) of the Agreement.
 - (b) Employees shall be entitled to regular pay and benefits, and shall continue to accrue all normal leave while on light duty.
5. Maternity Cases - includes cases before and after the birth of a child.
6. Fire Prevention and Training employees who desire to work light duty shall be allowed to work a schedule consistent with the affected employee's regular work schedule and shall not work more than forty (40) hours per week.
7. Any hours beyond or in excess of the employee's assigned work schedule shall be at an overtime rate of pay.

SECTION 27: LEAVE OF ABSENCE

- A. The City Manager may grant a regular employee a leave of absence with or without pay, not to exceed one (1) year, if either or both of the following should be found: Employee's occupation during leave of absence will improve his/her proficiency in his/her City employment and his/her return is desirable in the City interest; employee's circumstances are such that he/she must resign if leave is not granted and his/her performance is such that his/her return is desired and the inconvenience of his/her absence is thereby justified.
- B. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Civil Service Commission. Authority to grant leave of absence shall include authority to abrogate such leave of absence.
- C. While on approved leave of absence without pay, the employee will not receive compensation nor accrue vacation, sick leave, or other benefits available to employees on active payroll status. If the employee wishes to continue insurance benefits, the employee must make arrangements with the City's Human Resources Department to pay the monthly premiums for the benefits the employee wishes to continue during the leave period. If payment is not received when due, the City shall discontinue the affected benefits without further notice. If an employee elects not to continue the benefits, the waiting periods which apply to new employee shall apply when the leave of absence concludes, if required by the health plan.
- D. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, employee shall be reinstated in a position of same or equivalent class as that which he/she held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration or within a reasonable time after abrogation of leave or notice to return to duty shall be cause for dismissal.
- E. At the expiration of a leave of absence, the employee shall report for duty and shall thereupon be returned to the position filled by him/her when such leave was granted.
- F. If an employee desires to report for duty prior to the expiration of his/her leave of absence, he/she shall so notify the head of his/her department in writing and thereupon shall return to his/her position within one (1) week from the date of the receipt of his/her communication by the head of the department; provided, however, that if for reasons of economy, in the opinion of the head of the Department, it is not advisable to fill the position, or if it has been filled during the absence of said employee on leave, then upon the written statement of the Department head to the Civil Service Commission of said fact, together with the reasons therefor, the

employee shall not return prior to the expiration of his/her leave of absence if the Civil Service Commission so directs.

SECTION 28: UNAUTHORIZED LEAVE

- A. No employee shall absent himself/herself from duty without leave except in case of sickness or great emergency.
- B. An employee who is absent from the service without a valid leave of absence for ten (10) consecutive calendar days shall be deemed to have abandoned his/her position and to have resigned from the service, unless he/she shall, within a period of thirty (30) calendar days next succeeding such ten (10) days, demonstrate to the Fire Chief that such failure was excusable; provided, however, that nothing herein contained shall be construed as preventing the City Manager from taking disciplinary action against an employee on account of unauthorized leave.

SECTION 29: MILITARY LEAVE

- A. Military leave, as defined by state and federal law, shall be granted to any regular employee in accordance with state and federal law. Any employee who is granted military leave may be paid at his/her regular rate to a maximum of thirty (30) calendar days in any calendar year while on such leave.
- B. All employees entitled to military leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

SECTION 30: RELEASE TIME

- A. Two (2) employees who are members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employees are scheduled to be on duty.
- B. Unlimited shift trades shall be authorized for officers of the Union provided the Union President or his/her authorized representative gives five (5) days advanced notice to the Fire Chief's Office.
- C. On July 1, 2010 and 2011, the City shall deduct annual leave from each member of the bargaining unit (up to twelve (12) hours annual leave for Fire Suppression Personnel and eight and one half (8.5) hours annual leave for Fire Prevention and Training Personnel) to establish a separate Employee Contributed Leave Bank. The Union shall notify the City no later

than May 1st of each calendar year as to the amount of annual leave to be deducted for that year. If such notification is not given to the City by May 1st, then the annual deduction shall remain at the same level as the previous year. The dollar value of the bank shall be determined by multiplying each employee's hourly rate by the number of hours he/she contributed. The amount deducted from the fund for such leave shall be determined by multiplying the number of hours used by the user employee's regular straight hourly rate. Any portion of the fund unused in any fiscal year shall be carried over to the following year and the fund accumulation shall be unlimited.

- D. Under the Employee Contributed Leave Bank, no more than two (2) employees, unless approved by the Fire Chief, shall be allowed time off with pay for a period not to exceed nine (9) consecutive calendar days at any one time, for activities directly related to Union Business.

SECTION 31: JURY DUTY/COURT APPEARANCE

- A. Any employee when duly called by public authority to serve on any jury shall be granted leave with pay by the Fire Chief. Any employee granted leave with pay for jury duty shall pay to the City all and any compensation received for such service excluding mileage, transportation and parking expenses.
- B. Any employee who is granted leave for jury duty shall be paid at his/her regular rate of pay, less all jury pay. The time spent awaiting impaneling for jury service is to be considered time served under this Subsection. If released by the court on a regularly scheduled duty day the employee shall report to work.
- C. An employee who is absent from work as a result of a subpoena to appear as a witness in a criminal case related to his/her employment with the City of Vallejo (but not as the individual being prosecuted) or as witness in a civil action related to his/her employment with the City of Vallejo shall receive his/her regular straight time rate of pay, less all witness fees received, during this absence from his/her regular duty hours. Upon receipt of a subpoena to appear, the employee must notify his/her immediate supervisor or the Fire Chief. In order to receive his/her regular straight time rate of pay under this Subsection, an employee must demand witness fees. If released by the court on a regularly scheduled duty day, the employee shall report to work.
- D. Employees required to make court appearances during off duty hours as a direct result of the duties and responsibilities of their position with the City shall be compensated at the overtime rate of time and one-half for all hours of such court time with a minimum of two (2) hours compensation.

SECTION 32: JOB CONNECTED ("4850") DISABILITY

- A. Consistent with applicable state law, whenever any employee sustains any injury or disability arising out of and in the course of his/her employment with the City, and by reason thereof becomes entitled to receive disability indemnity under provisions of the Workers' Compensation Insurance and Safety Act of the State of California or under any State law, the employee shall be granted leave of absence without loss of salary, hereinafter referred to as "4850 compensation leave," while such disability continues, but not exceeding one (1) year for any injury or disability. "4850 compensation leave" shall be granted regardless of the accumulated sick leave balance credited to the employee and sick leave shall not be deducted from the employee's accumulated sick leave for each working day's absence so long as he/she is entitled to receive "4850 compensation leave."
- B. Employees must provide a doctor's certificate to verify each absence on Worker's Compensation leave.
- C. Modified Duty
1. Suppression employees who have been off duty for ten (10) or more consecutive shifts on 4850 Leave who cannot perform their regular fire suppression duties but are capable of performing other duties, may be required to work a Modified Duty assignment.
 2. Modified Duty is defined as duty in the Training, Suppression or Fire Prevention Divisions and shall be limited to administrative research, training evolutions, record maintenance, investigations, research, inspection and/or public presentations relating thereto, and shall not involve emergency fire suppression, rescue, medical emergency, maintenance duties or any activity requiring unusual physical activity. These duties shall not infringe any other work normally performed by any other labor group, e.g., IBEW, CAMP, etc.
 3. Modified Duty assignments shall only be allowed after documented proof has been submitted by a physician verifying that said employee is physically able to perform such non-emergency duty.
 4. Duty limitations for Modified Duty personnel shall be as directed by his/her physician or specialist. Limitations for Modified Duty may include, but not limited to, lifting of weight, length of time of body position, or repetitive motion.
 5. Employees shall be given the option of working up to twenty-four (24) hour shifts, ten (10) hour days (including a one hour lunch) or

up to eight (8) hour days (including a half-hour lunch). Employees may choose to work up to a maximum of five (5) days per week, excluding weekends and holidays, and shall work a fully agreed upon schedule except as modified by the employee's physician. The light duty assignment shall be subject to the employee's physician report, e.g., employee can sit for 3 hours at a time or employee cannot lift items over 10 lbs.

6. Neither the City nor Fire Administration shall attempt to influence limitations set forth by the employee's physician.
7. Any hours beyond or in excess of the employees assigned work schedule shall be at an overtime rate of pay.

SECTION 33: MEDICAL EXAMINATION - ACTION BASED ON RESULTS

- A. If, in the opinion of the Fire Chief, an employee appears to be incapacitated from performing the duties of his/her position on account of sickness or injury, such employee may be required to submit himself/herself for examination to a City designated medical practitioner. The employee may also be examined by a medical practitioner of his/her choice at the employee's expense, except where applicable Worker's Compensation laws provide that such examination be paid by the employer.
- B. If the report of such medical practitioner shows the employee to be in an unfit condition to perform his/her duties, the Fire Chief shall have the authority, subject to the approval of the City Manager, to compel such employee to take sufficient time off (as sick leave, 4850 leave or leave without pay) as will be necessary to allow him/her to perform the duties of his/her position; provided, however, if such employee is eligible for disability retirement under provisions of PERS. If the City Manager orders the retirement of the employee for permanent disability at any time, such determination shall be subject to arbitration as provided in the Grievance Procedure herein.

SECTION 34: SAFETY COMMITTEE, SAFETY GEAR AND EQUIPMENT

- A. In order to promote health and safety among the Fire Department employees, a joint committee of six (6) will be established with equal representation, with three (3) employees to be designated by the Fire Department and three (3) employees to be designated by the Union, which shall be called the Health and Safety Committee. This Committee shall meet regularly (at least once a month) in order to review accident records and other data bearing on the employees' health and safety and to make recommendations for the correction of any undesirable condition which may be found to exist.

- B. The City shall supply all safety gear and equipment, as recommended by the Safety Committee.

SECTION 35: TESTING OF NEW SAFETY DEVICES AND EQUIPMENT

- A. Testing of ladders, hoisting equipment, safety devices, apparatus, life saving and rescue equipment, and other such equipment, where the City and Safety Committee deem advisable, shall be conducted in accordance with the standards of the California Code of Occupational Health and Safety Act of 1973 (Labor Code, Section 6300, et. seq.) or in the absence of applicable standards therein, in accordance with applicable NFPA Standards by the employees of the City of Vallejo where practical, or by other recognized testing agencies who regularly conduct such tests as a normal function of their operations if the City of Vallejo is not capable or such is not practicable for said City personnel to perform.
- B. A request for the testing of the above described types of equipment by the Safety Committee shall be evaluated on its merits and shall not be rejected on arbitrary, capricious or unreasonable grounds and, in the event of the rejection of any such request by the City, it shall notify the Union in writing of its reasons for the rejection thereof.
- C. The City shall provide a thorough safety check and service of all Fire Department apparatus at least every six (6) months or 2500 miles, whichever occurs first. Any discrepancies found will be repaired promptly.
- D. The Fire Department Joint Safety Committee shall develop standards to accomplish the objectives of this provision.

SECTION 36: RETIREMENT PLAN

- A. All employees shall be entitled to a retirement pension plan as provided in Section 21252.01 of the Government Code of the State of California and other applicable laws of the State of California, and the City shall maintain the existing retirement plan and shall supplement such retirement plan as hereinafter provided in this Section.
- B. Effective July 1, 2000 the City of Vallejo amended its contract with PERS in order to provide Section 21362.2 - 3% @ 50 retirement formula for all existing employees in all applicable classifications within the Vallejo Fire Department.
- C. Effective as soon as practicable, the City of Vallejo shall amend its contract with PERS in order to provide Section 21362 - 2% @ 50 retirement formula for all employees hired thereafter in all applicable classifications within the Vallejo Fire Department.

- D. Effective July 1, 2000 the City of Vallejo amended its contract with PERS in order to provide Section 21382.5 - Fourth Level of 1959 Survivors Benefit to all applicable classifications within the Vallejo Fire Department. The City will pay the \$2.00 per month per member cost of this option.
- E. Employees of the Fire Department who have retired prior to the effective date of the one year highest compensation benefit, as provided in the contract between the City and PERS, are not entitled to this benefit by reason of PERS regulations.
- F. The City of Vallejo shall contact PERS and request a cost estimate for the optional 3% annual cost of living allowance Increase for retirees. If at any time during the term of this agreement, this benefit can be provided at no cost to the City of Vallejo, the City shall contract with PERS to provide this benefit. At any time during the term of this agreement, the Union can elect to purchase the benefit with the cost to be deducted from a scheduled annual salary increase.

Example - Cost of benefit to the City of Vallejo is 1% of payroll. Union scheduled to receive a 4% raise July 1, 2001. The Union can elect to receive a 3% raise and the additional 1% shall be used to cover the cost of providing the benefit.

- G. Employees shall have the option of receiving final retirement payout for unused sick leave, annual leave, holiday leave and compensatory leave in a lump sum payment or he/she may elect to receive it in deferred payments of any amount for up to three (3) years after separation from employment with the City of Vallejo. The first payment shall be made upon the date of retirement (or shortly thereafter). All subsequent payment(s) shall be made in the month of January.
- H. As soon as possible, the City shall make available an ISOP or 401A plan for all employees to utilize at their option, provided that such plan can be implemented within the deferred compensation and/or Internal Revenue Laws.
 - 1. The City shall spend no more than \$1,500 to set up such program for IAFF.
 - 2. The City shall spend no more than \$1,000 annually for members of IAFF.

SECTION 37: UNION STEWARDS

- A. The City shall recognize one (1) employee and one (1) alternate designated by the Union on each shift to act as the delegate and

representative of the Union, whose duty shall be to see that members of the Union observe the provisions of this Agreement, and at the same time that the rights and interests of such members under this Agreement are protected.

- B. The Union shall provide the Fire Chief with a list, in writing, of the names of the designated stewards and alternates on each shift, and of any change in same. The City shall not be required to recognize any steward or alternate whose name is not on the list. The alternate steward shall function only in the absence from duty of the regular steward.
- C. Stewards shall conduct their activities at such times and in such a manner as not to impede Fire Department operations.

SECTION 38: GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the term "grievance" means any dispute with respect to the application, interpretation or enforcement of this Agreement, as well as to questions of arbitrability hereunder.
- B. This Grievance Procedure shall not apply to cases arising under or coming within the terms of Article VIII, Section 803, paragraphs (n) and (o) of the City Charter of the City of Vallejo.
- C. Procedure for settlement of grievances:
 - 1. First Step
 - (a) Any employee who believes that he/she has a grievance shall discuss such grievance with his/her or her immediate supervisor (designated for that purpose by the Fire Chief), with or without a Union representative within five (5) working days of the occurrence or knowledge of the event over which the employee believes he/she or she is aggrieved. The immediate supervisor shall orally answer the grievance within two (2) working days.
 - 2. Second Step
 - (a) If the employee is dissatisfied with the immediate supervisor's answer and desires to pursue the matter, the grievance shall then be reduced to writing and a copy submitted to the Fire Chief or his/her designee, and a copy submitted to the Union's Grievance Committee within ten (10) working days after receipt of the immediate supervisor's oral answer.

- (b) The written grievance must:
 - i. state the facts on which it is based;
 - ii. state when the event occurred;
 - iii. specify the section(s) of the Agreement allegedly violated;
 - iv. specify the desired resolution; and
 - v. be signed by the employee and the Union President or his/her designee.
- (c) If no written grievance is filed within the ten (10) day period, the alleged grievance may not thereafter be taken up.
- (d) Within seven (7) working days following appropriate submission of the written grievance, the Fire Chief and/or his/her designee, who has authority to resolve the grievance, shall meet with the employee and a Union representative to discuss the grievance. A written answer shall be given by the Fire Chief or his/her designee to the employee and the Union representative within five (5) regularly scheduled working days after the date of this Second Step meeting.

3. Third Step

- (a) If the Union is dissatisfied with the Second Step answer and desires to pursue the matter, the Union President or his/her designee shall notify the Human Resources Director, in writing, of its appeal within five (5) working days after receipt of the Second Step answer.
- (b) Within ten (10) working days after receipt by the said Director of the Union's notice of appeal, the grievance shall be reviewed and discussed at a meeting between the Grievance Committees of the Union and the City. Within five (5) working days after the date of said meeting, a written answer shall be given by the City's Grievance Committee to the Union's Grievance Committee, with a copy to the grievant.

4. Fourth Step

- (a) If the Union is dissatisfied with the Third Step answer and desires to pursue the matter to arbitration, it shall so advise the said Director, in writing, within twenty (20) working days after receipt of the Third Step answer.

- (b) Such notice to the said Director shall specify the reasons the Third Step answer is considered unacceptable and that the matter is being referred to an Arbitration Board.
 - (c) The Arbitration Board shall consist of one (1) representative selected by the City and one (1) representative selected by the Union. The Arbitration Board shall immediately request the California State Mediation and Conciliation Service to provide a list of seven (7) neutral arbitrators. The City and the Union shall alternately strike a name from the list (the winner of a coin toss to go second), and the last name remaining shall be designated as the neutral arbitrator and the third member of the Arbitration Board. The decision of a majority of the Board of Arbitrators shall be final and binding upon all parties.
 - (d) The Arbitration Board shall not add to, subtract from, change or modify any provisions of this Agreement.
 - (e) The expenses and fees of the impartial arbitrator shall be shared equally by the parties.
- D. The time limits at any step of the Grievance Procedure may be extended or waived by mutual Agreement between the parties. Failure on the part of the Union and/or employee to meet the specified time limit(s) shall preclude further processing of the grievance. Failure on the part of the City to meet such time limit(s) shall, at the Union's option, move the grievance to the next step in the Grievance Procedure.
- E. Union representatives shall suffer no loss of pay from their regularly scheduled work for time necessarily spent processing grievances as provided for in this Grievance Procedure. It is understood and agreed that the Union's Grievance Committee shall consist of no more than five (5) employees, provided, however, that the Union may select up to three (3) members of the Grievance Committee to attend any meeting with the City for the purpose of processing grievances.
- F. A grievance concerning matters affecting a majority of the members of a station, platoon or the entire Fire Department may be filed by the Chairperson of the Union's Grievance Committee, provided such grievance is filed, in writing, with the City's Director of Personnel and Labor Relations within the time limits set forth in the First Step of the Grievance Procedure. Such grievances shall be processed starting with the Second Step of the Grievance Procedure.

G. The City promptly shall be informed, in writing, as to the membership of the Union's Grievance Committee and any changes therein.

H. Disciplinary Arbitration

1. Arbitration of Disciplinary Actions

a. An employee subject to disciplinary action as set forth in Civil Service Rule 18.1 may elect, at the employee's option, to appeal that determination through arbitration, pursuant to this agreement. Such employee may not appeal a disciplinary action to both the Civil Service Commission and arbitration.

2. Notice of Appeal

a. An employee subject to disciplinary action shall have five (5) calendar days to file a notice of appeal. Such notice shall state the employee's election of an appeal before the Civil Service Commission or arbitration. Such notice shall be in writing, directed to the Human Resources Director. If the employee elects to have the appeal heard before the Civil Service Commission, the Commission's rules and regulations pertaining to appeals shall apply.

3. Selection of Arbitrator

a. Within ten (10) calendar days after notice of appeal electing arbitration, the City shall request a list of seven (7) arbitrators from the State of California, Department of Industrial Relations, Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the employee or the employee's representative shall meet with the Human Resources Director or his/her representative to select an arbitrator from the list provided. The City and the employee, (or his/her representative), shall alternatively strike a name from the list (the winner of a coin toss to go second) and the last name remaining on the list shall be designated the arbitrator.

4. Hearings

a. The City shall promptly notify the selected arbitrator through the procedures set forth by the Department of Industrial Relations. Hearing dates shall be mutually determined by the parties.

5. Jurisdiction of the Arbitrator
 - a. The arbitrator's jurisdiction shall be to determine if the disciplinary action taken is for "just cause" and may reverse, modify, or uphold the disciplinary action. The decision of the arbitrator shall be final and binding.
6. Fees and Expenses
 - a. The expenses and fees of the arbitrator (including any cancellation fees) shall be shared equally by the City and employee. The expenses and fees, if any, of the employee shall be borne by the employee.

SECTION 39: EMPLOYEE ASSISTANCE PROGRAM

- A. The City will continue to provide an Employee Assistance Program. Such program will provide to each employee a total of five (5) visits per year. Each dependent of an employee will also be provided with a total of five (5) visits per year. A dependent for the purpose of this Subsection is a spouse and each child living in the household.

SECTION 40: EXISTING AGREEMENTS

- A. This Agreement is the sole Agreement between the parties. The parties shall observe the Rules and Regulations of the Department, administrative policies, Standard Operating Guidelines and housekeeping practices not in conflict with any of the terms of this Agreement.
- B. Except as provided herein, all existing employee benefits and agreements subject to collective negotiation which are now in effect on the date this Agreement becomes effective and/or are provided for by the City's Charter, ordinances, resolutions or written rules, orders or regulations, shall remain in full force and effect except as amended herein.
- C. In the event that any provision of this Agreement shall at any time be declared invalid by a decision of any court of the entire Agreement, it being the express intention of the parties to this Agreement that all other provisions not so declared invalid shall remain in full force and effect.

SECTION 41: NO ADDITIONAL MODIFICATIONS

- A. During the term of this Agreement, and except as otherwise provided for in this Agreement, no further negotiation sessions may be demanded by either the City or the Union with respect to matters covered by this Agreement. Consistent with State Law, the City shall provide IAFF with

notice and an opportunity to meet and confer before making changes to matters within the scope of representation. In the event the parties are unable to reach agreement over proposed changes within the scope of representation, they will resolve the matter in accordance with lawfully enacted impasse procedures provided for the City of Vallejo or by applicable State Law.

SECTION 42: RULES AND REGULATIONS/STANDARD OPERATING GUIDELINES

- A. The City and the Union agree that clarity and consistency are important ingredients in effective rules and regulations within the Vallejo Fire Department. Toward that end, there shall be established a joint Ad Hoc Committee consisting of two (2) management members (at least one of which shall be from the Fire Department Management) and two (2) Union members. The Committee will undertake the task of revising and updating the Fire Department Rules and Regulations and Standard Operating Guidelines.
- B. The Committee shall meet regularly and expeditiously to complete their work within a reasonable time.
- C. Time necessarily lost by the Committee members from their regularly scheduled work for the City shall be compensated at said members' regular rate of pay.
- D. In the event the Committee cannot agree on amended departmental Rules and Regulations/Standard Operating Guidelines shall be subject to the grievance procedure contain in Section ~~39~~ **38** of this agreement. Modification of said Rules and Regulations will be subject to the requirements of State law and the City of Vallejo Charter.

SECTION 43: TRAINING ASSIGNMENTS/TRANSFERS

- A. Personnel may be assigned on a daily basis from one division to another for the purpose of training. With limited exceptions, all training assignments shall be arranged and scheduled in advance. Employees so assigned shall not be utilized to replace regularly assigned employees. Employees so assigned shall be supervised while being trained. Assignments could include assignment to the Fire Prevention Division, Training Division, and riding out with the Duty Chief in Suppression.
- B. As with all training, on-the-job training shall cover the practical as well as theoretical. The employee shall be exposed to all elements of the job, including tedious and interacting tasks. Training Reports shall be completed and filed in the employee's training records.

SECTION 44: TRAVEL/TRAINING POLICY

- A. Out of town expenses, meaning compensation for mileage for the use of a private vehicle or air fare, whichever is least, meals and lodging in relationship to employment, are to be paid by the City. All such travel shall be approved in advance by the Fire Chief before compensation is authorized.
1. Maximum compensation (including tax and tips) for meals during authorized travel shall be as follows:
 - (a) \$5.00 Breakfast
 - (b) \$15.00 Lunch
 - (c) \$20.00 Dinner
 2. If the employee's presence out of town requires the consumption of breakfast, lunch and dinner, then the employee shall receive a total of \$55.00 per day for meals, without a special amount for each meal.
 3. Mileage payments for the use of a private vehicle on City business and compensation for meals and lodging while out of town shall be in accordance with the then prevailing City policies and practices.
 4. All out of town expenses shall be supported by receipts, covering normal expenses for meals only.
- B. Twenty-four (24) hour shift employees who attend a training class or conference which results in a reduced work cycle, shall not be entitled to overtime unless their actual hours worked in the new assignment and their regular work schedule, notwithstanding other overtime, exceed the forty-eight (48) hours in their work cycle.
1. As an example, if a work cycle begins on Saturday and ends on Sunday, with a four day break Monday through Thursday, overtime shall be paid for all time worked that exceeds forty-eight (48) hours during the period Saturday through Thursday, plus for all hours worked on training assignments during an employee's four day break.
- C. Employees working the shift on the date prior to the departure date for travel may be released from work no more than twelve (12) hours prior to departure time. Employees working the shift on the date of departure shall be released two (2) hours prior to departure time. Determination of actual release time will be made by the Fire Chief or Duty Fire Chief, based on travel time and required arrival time.

- D. Once travel has been completed, it is the responsibility of the person who completed the travel to complete a Travel Expense Approval Request. All supporting receipts shall be attached. An expense not supported by a receipt shall be reviewed and approved or disapproved by the Fire Chief. If such expense is not supportable, it shall be denied. A copy of the Travel Expense Approval Request form shall be attached to the expense check.

SECTION 45: COMPENSATORY LEAVE ADMINISTRATION

- A. The number of persons that shall be pre-approved for time off on compensatory leave shall be one (1) per day. Additional requests, not to exceed one (1), shall be authorized the same day the employee wishes leave based on the ability to fill the position without the use of the overtime provisions of this Agreement. All compensatory leave shall be filled on a first come, first serve basis with approval of the Fire Chief or his/her designee. In the event two (2) or more employees request compensatory leave for the last slot available, such time shall be granted by seniority. Overtime hours worked and taken as compensatory time off shall be taken for a minimum of four (4) hours. Compensatory Leave shall be approved on the same shift leave is requested in less than four (4) hour slots, charged in minimum ½ hour increments, only when excess staffing levels exist.
- B. The Fire Chief or his/her designee may approve compensatory leave on the shift if requested in less than four (4) hour slots, charged with a minimum half (½) hour increments.

SECTION 46: TRADE WORK

- A. It is agreed between the parties that the Trade Work Policy set forth in the Rules and Regulations shall continue. It is further agreed between the parties that when an employee agrees to a trade and then calls in sick, that the employee who calls in sick shall be required to supply a doctor's certificate of examination.

SECTION 47: PHYSICAL FITNESS PROGRAM

- A. The City shall provide a structured physical fitness evaluation program through a recognized athletic therapy or sports injury clinic. The program shall include annual health and fitness evaluations, and it shall provide for exercise equipment at each fire station as recommended by the program coordinator.
- B. The program coordinator, the physical fitness tests and equipment were agreed to and implemented by a physical fitness committee. Said physical fitness committee included two representatives appointed by the Union and two (2) representatives appointed by Fire Department Management.

SECTION 48: TERM OF AGREEMENT

- A. This Agreement shall become effective at 12:01 a.m., on March 25, 2010 and each provision of this Agreement shall become effective on such date unless a specific provision carries a different date. This agreement shall remain in full force and effect until June 30, 2012 and from year to year thereafter unless either party shall give written notice to the other of its desire to amend or terminate said Agreement at least six months prior to June 30, 2012 or any subsequent such anniversary date. The parties may, by mutual consent, extend this Agreement as their own Agreement for a specified period of time. This Agreement supersedes the previous Agreement between the City and IAFF Local 1186 and all Supplemental Agreements.

- B. There shall be no strikes, lockouts or stoppages of work during the life of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHERE OF, the parties hereto acting by, and through their duly authorized representatives, have executed this Agreement this ____ day of March, 2010.

FOR THE CITY OF VALLEJO

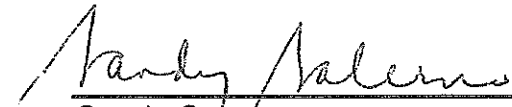
FOR IAFF LOCAL 1186



Robert F.D. Adams
Interim City Manager



Kyle Long
Vice President, IAFF Local 1186



Sandy Salerno
Chief Negotiator/Consultant



Patrick Dunn
Chairman, Negotiations Committee

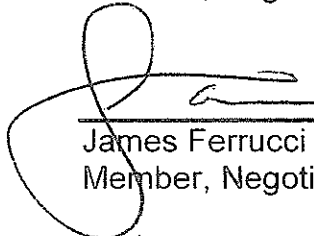
ATTEST



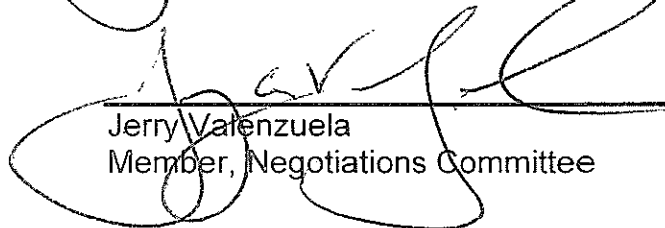
Aileen Weddell
Interim City Clerk



Douglas Robertson
Member, Negotiations Committee



James Ferrucci
Member, Negotiations Committee



Jerry Valenzuela
Member, Negotiations Committee

**SIDE LETTER AGREEMENT
BETWEEN
CITY OF VALLEJO
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1186**

This Side Letter Agreement is between the City of Vallejo, hereinafter referred to as the City, and the International Association of Fire Fighters, Local 1186, hereinafter referred to as IAFF Local 1186, for the purposes of memorializing the following:

Assistant Chief Salary – Y-Rating

Effective March 26, 2010, the City is eliminating the title and classification of Assistant Fire Chief. The City shall convert the title of Assistant Fire Chief to Battalion Chief. The current Assistant Fire Chief's title shall likewise be converted and that Assistant Fire Chief shall be y-rated until such time as the City's Civilianization program is completed.

IN WITNESS WHERE OF, the parties hereto acting by and through their duly authorized representatives, have executed this Side Letter Agreement this ___ day of March 2010.

For the City of Vallejo:

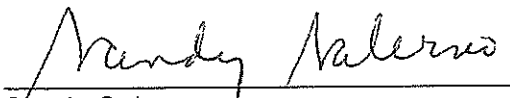
For IAFF, Local 1186



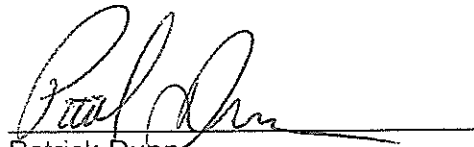
Robert F. D. Adams
Interim City Manager



Kyle Long
Vice President, IAFF Local 1186



Sandy Salerno
Chief Negotiator/Consultant



Patrick Dunn
Chairman, Negotiating Committee

**SIDE LETTER AGREEMENT
BETWEEN
CITY OF VALLEJO
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1186**

This Side Letter Agreement is between the City of Vallejo, hereinafter referred to as the City, and the International Association of Fire Fighters, Local 1186, hereinafter referred to as IAFF Local 1186. The parties recognize that they are not empowered to bargain retiree health care benefits for those already retired. The City has informed the Union and agrees to provide the following for those already retired:

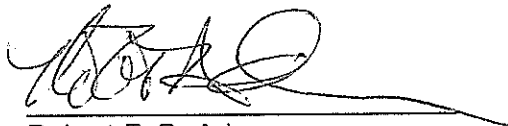
Health and Welfare Benefits:

For retiree-annuitants who retired prior to July 1, 2000 (the effective date of the PERS 3%@50 formula) and eligible spouses, the City shall contribute \$300 monthly as the City's direct PEMHCA contribution toward medical premiums for employees and eligible dependents. The City shall supplement the direct PEMHCA contribution with a reimbursement of an amount that, together with the direct PEMHCA contribution shall not exceed up to 75% of the Kaiser Bay Area/Sacramento Area rate for each level of participation – single, single plus one dependent, and single plus two or more dependents.

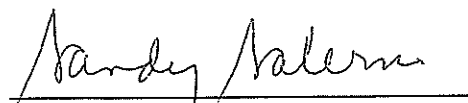
For retiree-annuitants who have retired under the PERS 3%@50 formula and eligible spouses, the City shall contribute the same amount towards eligible retiree annuitants' PEMHCA medical premiums as it contributes towards the direct PEMHCA premiums for bargaining unit employees –currently \$300/month.

IN WITNESS WHERE OF, the parties hereto acting by and through their duly authorized representatives, have executed this Side Letter Agreement this ___ day of March 2010.

For the City of Vallejo:

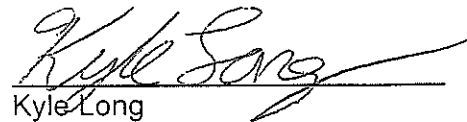


Robert F. D. Adams
Interim City Manager

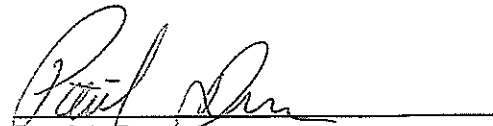


Sandy Salerno
Chief Negotiator/Consultant

For IAFF, Local 1186



Kyle Long
Vice President, IAFF Local 1186



Patrick Dunn
Chairman, Negotiating Committee