

AGREEMENT BETWEEN

CITY OF VALLEJO

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 1186

April 1, 2022 - March 31, 2026

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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. Battalion Chief
  2. Fire Captain
  3. Firefighter/Engineer
  4. Firefighter
  5. Firefighter/Paramedic
  6. 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.

### **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 eligibles for that class;
  - 3. From the reinstatement list for that class;
  - 4. From the open competitive eligibles 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, following the successful completion of the Academy, 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 following the successful completion of the Academy shall have met their probationary period, become full-time regular employees, and the one-year 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 they has been promoted shall be reinstated to the position from which

they 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. For the purpose of this section, Probation means time spent performing the full duties of the position (e.g. time spent on extended leave does not count towards the probationary time).

## **SECTION 5: COLLECTION OF FEES, DUES AND ASSESSMENTS**

- A. An employee may at any time execute a payroll deduction authorization form ("Deduction Authorization Form") as furnished by the Union. The Union will be the custodian of record for the Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made ("Certified List").
- B. The City will direct employees requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to the Union and shall rely on information provided by the Union regarding whether an authorization/change in deduction(s) has been properly requested by the employee.
- C. The City agrees to remit, once 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 deliver the said sum to the Union Secretary-Treasurer. The amount authorized to be deducted may be changed by written request of the President of the Union at the commencement of each fiscal year.
- D. Consistent with state law, the Union shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Union's Certified List or a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by the Union regarding changes or cancellations to the deduction authorization.

## **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 firefighting 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 twenty-four (24) 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 their designee shall have the discretion to deploy those personnel as they deems appropriate. However, priority shall normally be given to staffing a Truck Company with a fourth (4th) firefighter.
3. If the City places a Squad into service and at least twenty-four (24) 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.
4. It is understood that Apprentices assigned to the Twelve (12) week Recruit Training Period shall not be included for staffing purposes.

D. Cross Staffing

1. The City may cross-staff apparatuses with a single company consistent with the minimum apparatus staffing 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. The Training Division shall consist of a minimum of one (1) Battalion Fire Chief and one (1) Captain.

**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. A current Civil Service list shall be maintained at all times for the classifications of Battalion Chief, Fire Captain, 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:
    - (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. Fire Captain:
    - (a) Five (5) years of experience in the Vallejo Fire.
    - (b) The Fire Captain assigned to perform Paramedic

Coordinator duties must maintain a current paramedic license.

- (c) Shall be required to show any of the following:
- {1} 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

Or

- {2} Proof of completion of the following state certified classes:
- i. Company Officer 2 C Fire Inspections and Investigations
  - ii. Company Officer 2 D All-Risk Command Operations
  - iii. Company Officer 2 E Wildland Incident Operations
  - iv. Instructor I Instructions Methodology

- (d) It shall be the responsibility of the individual to acquire these courses at their own expense and on their own time unless the class is otherwise provided by the Department.

3. Firefighter/Engineer:

- (a) Three (3) years' experience in the Vallejo Fire Department.
- (b) 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).
- (c) Minimum Class C driver's license with a firefighter endorsement.

- C. 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 they 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.

- D. 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.
- E. 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
- F. When a vacancy occurs within a classification, such vacancy shall be emailed to all staff and posted for a seven (7) calendar day posting period. 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 or their designee prior to the close of business (5:00 p.m.) on the last day of posting.
1. 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.
- G. When a temporary vacancy or absence occurs in the Fire Suppression Division, the vacancy shall be filled in the following order:
1. A vacancy for a period of limited duration, anticipated to be less than fifteen (15) shifts, shall be filled utilizing the overtime or acting provisions of the Agreement.
  2. Once a vacancy is anticipated to be of a longer duration it 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 or a Register of Eligibles is established.

4. When a temporary vacancy or absence occurs in Fire Training, 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 their request to fill the position during the vacancy posting period. The Fire Chief will have rule of the list to appoint an employee to the Temporary Appointment. 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.
  
- H. 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. 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 they occupied prior to their 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 they 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 they formerly held a regular position as provided herein.

- F. Should an employee have rights for displacement in more than one previous classification, they shall displace first in the highest classification to which they 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 their own and is later reemployed, they shall not lose any seniority credit for any period of actual service. If an employee is suspended or discharged without just cause, they shall not lose any seniority credit for any period of actual service. If, however, they has been separated from service by resignation or discharge for cause and is again reemployed, they 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 for forty-eight (48) months.
- N. When the name of a person on the reemployment list shall have been certified and such person shall decline to accept a regular appointment or neglect to report for duty under such certification, their name shall be removed from the list and their reemployment rights in that case shall cease, unless prior to certification they shall have waived certification.
  - 1. 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 they has actually served in a title prior to its reclassification, they 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. Effective the first full pay period following ratification and Council approval, base salaries for members of the bargaining unit shall increase by four percent (4.0%).

Effective the first full pay period following April 12, 2023, base salaries for members of the bargaining unit shall increase by four percent (4.0%).

Effective the first full pay period following April 12, 2024, base salaries for members of the bargaining unit shall increase by four percent (4.0%).

Effective the first full pay period following April 12, 2025, base salaries for members of the bargaining unit shall increase by four percent (4.0%).

- 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 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 not be included as PERSable wages.
- B. **Computer Operations 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 their unique capabilities and qualifications, special knowledge of computer processes and applications. 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.
- C. **Specialty Assignment Pays**

The following pays shall be included as PERSable wages. Employees may receive one of these specialty assignments pay, as applicable, but at no time shall an employee be eligible to receive multiple specialty pays under this section.

1. The Captain(s) assigned to the Training Division shall be compensated a differential of 7.5% of base pay.
2. The Battalion Chief assigned to the Training Division shall be compensated a differential of 5% of base pay.

## 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. 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. It shall be the responsibility of the employee to see that clothing and equipment assigned him/her are kept clean and in good repair.
  - 4. 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 their regular straight time rate of pay.
    - a) Multiple payments may be made to the employee over time.

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 their own time and their 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 March 27, 2010 is adopted.

**B. EMT/Paramedic 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. The City shall compensate a Firefighter/Paramedic who holds a current paramedic license, Paramedic Incentive Pay in an amount equal to ten percent (10%) of their base salary.
- 3. The City shall compensate a Firefighter/Engineer or Fire Captain, or Battalion Chief who holds a current paramedic license, Paramedic Incentive Pay in an amount equal to seven and a half percent (7.5%) of their base salary. It is the parties' intent that Firefighter/Engineers, Fire Captains, and Battalion Chief's that receive the Paramedic Incentive Pay will provide support to paramedic services when called upon to do so.



4. Employees receiving the Paramedic Incentive Pay are not eligible to also receive the 5% EMT pay in Section 17.B.

C. 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.

D. 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 their base salary.
3. The proficiency shall be measured with a certified test mutually agreed upon by IAFF and the City of Vallejo Human Resources Department.

**SECTION 18: PARAMEDIC PROGRAM**

- A. It is the intention of the parties that every 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. In order to maintain apparatus staffing levels, an Engineer or Captain 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 their probationary period, have no further

obligation to maintain their paramedic certification.

- C. Existing Firefighters who are not currently certified as paramedics may 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.
- D. Compensation for Licenses, Fees and Continuing Education Costs:
  - 1. Employees shall receive 60 hours overtime pay/leave plus \$875.00 upon renewal of their Paramedic certification and County accreditation. Employees receiving Paramedic recertification reimbursement and overtime pay are required to maintain their certifications and accreditations for the next two years.
- E. Vallejo Firefighter/Paramedics who are certified as Preceptors in Solano County may be utilized to act as Preceptors. They shall be compensated on a monthly basis at five percent (5%) above their Firefighter/Paramedic pay during any calendar month services are provided.
- F. 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 their base salary.

#### **SECTION 19: OUT OF CLASSIFICATION COMPENSATION**

- A. Whenever any employee has been assigned to work in a higher classification other than their regular classification, such employee shall receive the salary called for as if they 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. Firefighters or Firefighter/Engineers acting or promoted to the rank of Fire Captain shall be paid at the top step of Fire Captain's rate.
- C. Fire Captains acting or promoted to the rank of Battalion Chief shall be paid at the Battalion Chief rate of pay.
- D. Paramedics acting at an Engineers rate shall also receive the top step of Engineers rate of pay.
- E. Per Gov. Code 20480 (AB1487) - No out of classification assignment shall exceed 960 hours per fiscal year. This is a cumulative hours total per out of classification assignment to a vacant position for a limited term during recruitment per fiscal year.

## **SECTION 20: REPORTING PAY**

- A. The Fire Department 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 their 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 they are relieved of duty or transferred, except as provided in Section 9.C.
- 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, they shall receive such reporting pay as they would have otherwise been entitled to receive.

## **SECTION 21: HOUR 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. 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 "9180" work schedule.

## **SECTION 22: INTENTIONALLY OMITTED**

## **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.
  - 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 Section.

- 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.

Overtime shall commence at the time an employee is called to report for work outside of their 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.

- C. When overtime exceeds one-half hour, the overtime work shall be paid thereafter in one-half hour periods, a fractional part of such period to count as one-half hour.
- D. When an employee off duty is called to work overtime and is not entitled to the provisions of emergency call back pay, they shall receive not less than two (2) hours overtime.
- E. Overtime shall not be worked without authority of the Fire Chief or their authorized representative.
- F. Employees may decline to work voluntary overtime, if they so desire, except in cases of emergency. Mandatory overtime shall be assigned in accordance with the Fire Department's Mandatory Overtime Policy.
- G. In the event an employee works overtime in a higher classification, they 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.
- H. Any employee called in due to a situation involving a fire emergency or alarm for work outside their 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.
- I. Employees called for overtime to perform fire watch shall receive not less than two (2) hours overtime pay.
- J. 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.

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.

Except in cases of emergency, including emergency hold-ins for staffing shortages, no employee shall work overtime if so doing would result in being on duty in excess of ninety-six (96) hours, without a minimum twelve (12) consecutive hour break during that period. Employees may volunteer to work beyond ninety-six (96) hour maximum up to one hundred and twenty (120) hours as allowed in the Fire Department Mandatory Overtime Policy.

The parties agree to re-open Section 23 (Overtime) to negotiate through the impasse process, as provided in the Myers-Milias-Brown Act (MMBA), if during the term of this contract the Mandatory Overtime Policy does not result in the elimination of station closures.

- K. 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 their 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 fourteen and one-half 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. Juneteenth June 19
  - 7. Independence Day July 4

8. Labor Day First Monday in September
9. Admission Day September 9
10. Columbus Day Second Monday in October
11. Veteran's Day as observed by the City
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day December 25
15. 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 shall be compensated for holidays computed as follows:
1. 7.71 hours = 1 holiday
  2. 7.71 hours x 14.5 holidays = 111.80 hours
  3. 111.80 x 1.5 (time and one-half) = 167.70 hours accrued/year
  4. 167.70 hours x 0.71 (conversion factor) = 119.10 hours
  5. 119.10 hours divided by 26 pay periods = 4.58 hours accrual/pay period
- D. 56.3 hour week personnel shall be compensated for holidays computed as follows:
1. 7.71 hours = 1 holiday
  2. 7.71 hours x 14.5 holidays = 111.80 hours
  3. 111.80 x 1.5 (time and one-half) = 167.70 hours accrued/year
  4. 167.70 hours divided by 24 = 6.99 shifts per year in lieu of holidays
  5. 167.70 hours divided by 26 pay periods = 6.45 hours' accrual/pay period
- E. 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.
- F. 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.

1. 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.
- 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) Less than five years' service – six (6) shifts
    - (b) Five (5) to twelve (12) years' service – nine (9) shifts
    - (c) Thirteen (13) to twenty-three (23) years' service – twelve (12) shifts.
    - (d) Twenty-four (24) or more – thirteen (13)
- C. Forty (40) hour week personnel shall be based on the equivalent value of vacation accrual for Fire Department shift personnel to be computed as follows:

1. 40 hours/56.3 hours = .71 factor of difference in accrual when transferring from Suppression to Training.
  2. 56.3 hours/40 hours = 1.4075 factor of difference in accrual when transferring from Training to Suppression.
- D. Vacation leave for forty (40) hour personnel shall be as follows:
1. Less than five years:
    - (a) 6 shifts x 24 hours = 144 hours x .71 = 102.24 hours
    - (b) 10 hour working day = 10.224 days
    - (c) 8 hour working day = 12.78 days
  2. Five (5) to twelve (12) years:
    - (a) 9 shifts x 24 hours = 216 hours x .71 = 153.36 hours
    - (b) 10 hour working day = 15.336 days
    - (c) 8 hour working day = 19.17 days
  3. Thirteen (13) to Twenty-three (23) years:
    - (a) 12 shifts x 24 hours = 288 hours x .71 = 204.48 hours
    - (b) 10 hour working day = 20.448 days
    - (c) 8 hour working day = 25.56 days
  4. Twenty-four (24) or more years:
    - (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 three (3) years of vacation leave at their rate of accrual. 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.



1. 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. 5 to 12 years - 648 hours
    - iii. 13 to 23 years - 864 hours
    - iv. 24 or more years - 936 hours
  - (b) 40 Hour Schedule
    - i. Less than five years' service - 306.72 hours
    - ii. 5 to 12 years - 460.08 hours
    - iii. 13 to 23 years - 613.44 hours
    - iv. 24 or more years - 664.56 hours
- F. Vacations will be selected by Department seniority.
- G. 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.
- H. 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.
- I. Whenever any probationary employee is separated within the first six (6) months of employment, any leave credit on their record accrued during their probationary service shall be subtracted and canceled without payment to the probationer.
- J. 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 their duties.
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 their duty day.
- D. 56.3-hour week personnel shall accrue sick leave at a rate of 8.31 hours per pay period.
- E. 40-hour week personnel shall accrue sick leave at a rate of 5.90 hours per pay period.
1. 56.3-hour to 40-hour work week accrual shall be multiplied by .7105
  2. 40-hour to 56.3-hour work week accrual shall be multiplied by 1.4075
- F. Sick leave with pay or special leave with pay, which is chargeable to sick leave, shall accumulate indefinitely without limitation.
- G. Whenever any employee is granted and takes sick leave, the number of hours which are used for said leave shall be subtracted from their sick leave balance.
- H. When 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. In order to qualify for sick leave payments, an employee must notify Fire Station 21 not later than one (1) hour before their 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.
- N. 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 their layoff. When an employee is transferred to another position or department, their accrued sick leave shall continue to be available.
- O. 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, or in-laws. Not more than one twenty-four hour day of bereavement leave may be taken for the death of person (s), not an

immediate family as described here, whose permanent residence is the same as 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.

- P. 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.
- Q. 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 their 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.
- R. 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.
- S. All employees will be eligible for maternity leave for childbearing or pregnancy related disability as permitted by State and Federal law.
- T. 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.
  - 2. Light Duty is defined as duty in the Training, Suppression or Fire Prevention Divisions and shall be limited to administrative duties, 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. "Light Duty" assignments for Sick Leave or Maternity Leave shall be offered as determined by the City.
  - 4. Suppression employees who will be off duty and who desire to

work light duty may be given the option of working twenty-four (24) hour days, ten (10) hour days or eight (8) hour days if the Department determines that light duty assignment is available. If light duty is available, 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.

- (a) A modified formula shall be utilized whereby an employee may save all or a portion of their 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. They 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.

## 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 their proficiency in their City employment and their return is desirable in the City interest; employee's circumstances are such that they must resign if leave is not granted and their performance is such that their return is desired and the inconvenience of their 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 they 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 their leave of absence, they shall so notify the head of their department in writing and thereupon shall return to their position within one (1) week from the date of the receipt of their 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 their 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 their position and to have resigned from the service, unless they 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 their 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. The City shall deduct annual leave from each member of the bargaining unit (up to twelve (12) hours annual leave for Fire Suppression and eight and one half (8.5) hours annual leave for Training Personnel) to establish a separate Employee Contributed Leave Bank. The Union shall notify the City no later than May 18<sup>th</sup> 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 18<sup>th</sup> 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 they 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.
- C. 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. Upon request by the Union, the Fire Chief at their sole discretion may approve time off charged to the employee contribution leave bank of more than nine (9) consecutive calendar days. Any denials shall not be subject to the grievance procedure.

### **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 their 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 their employment with the City of Vallejo (but not as the individual being prosecuted) or as witness in a civil action related to their employment with the City of Vallejo shall receive their regular straight time rate of pay, less all witness fees received, during this absence from their regular duty hours. Upon receipt of a subpoena to appear, the employee must notify their immediate supervisor or the Fire Chief. In order to receive their 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 their 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 they 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 out 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. Employees will be required to return to work on modified duty if the City can accommodate the restrictions identified by their physician. The employee's return to work shall be accompanied by a document prepared by the Fire Chief or their designee which outlines the employee's working duties and responsibilities within the limitations of the medical restrictions.
  2. Modified Duty is defined as duty in the Training, Suppression or Fire Prevention Sections 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 their 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. If the Department has determined that modified light duty is available, 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 their 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 their 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 their 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 their position; provided, however, if such employee is eligible for disability retirement under provisions of PERS.

### **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 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.

### **SECTION 35: INTENTIONALLY OMITTED**

### **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 they 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
- C. Procedures coming within the terms of Article VIII, Section 803, paragraphs (n) and (o) of the City Charter of the City of Vallejo. Procedure for settlement of grievances:
  1. First Step
    - (a) Any employee who believes that they has a grievance shall discuss such grievance with their or her immediate supervisor, with or without a Union representative within five (5) calendar days of the occurrence or knowledge of the event over which the employee believes they or she is aggrieved. The immediate supervisor shall orally answer the grievance within two (2) calendar 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 their designee, and a copy submitted to the Union's Grievance Committee within ten (10) calendar 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 their designee.
- (c) If no written grievance is filed within the ten (10) calendar day period, the alleged grievance may not thereafter be taken up.
- (d) Within ten days (10) calendar days following appropriate submission of the written grievance, the Fire Chief and/or their 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 their designee to the employee and the Union representative within ten (10) calendar 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 their designee shall notify the Human Resources Director, in writing, of its appeal within ten (10) calendar days after receipt of the Second Step answer.
- (b) Within ten (10) calendar 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 ten (10) calendar 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) calendar 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) calendar days of receipt of such list, the employee or the employee's representative shall meet with the Human Resources Director or their representative to select an arbitrator from the list provided. The City and the employee, (or their 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. There shall be established a 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.

#### **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 Battalion 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: INTENTIONALLY OMITTED**

#### **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 their 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 % hour increments, only when excess staffing levels exist.
- B. The Fire Chief or their designee may approve compensatory leave on the shift if requested in less than four (4) hour slots, charged with a minimum half (%) hour increments.

#### **SECTION 46: TRADEWORK**

- 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 annual medical exam through the Fire Department's designated provider and a physical fitness evaluation program through a recognized athletic therapy or sports injury clinic. The program shall provide for exercise equipment at each fire station as recommended by the program coordinator.
- B. The established physical fitness committee shall include two (2) 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 the first full pay period upon Union ratification and City Council Approval of this successor

contract 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 April 1, 2022 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 March 31, 2026 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 2nd day of May, 2022.

**FOR THE CITY OF VALLEJO**

**FOR IAFF LOCAL 1186**

DocuSigned by:  
*Michael Malone*  
17F458EA3344440  
Michael Malone  
Interim City Manager

DocuSigned by:  
*Jonathan L. Alberti*  
679BD5CF07DC4B7  
Jonathan Alberti  
President, Vallejo Firefighters Assoc. Local 1186

DocuSigned by:  
*Terrance Davis*  
057AD0061416907  
Terrance Davis  
Interim Human Resources Director

DocuSigned by:  
*Ben Hill*  
0205039F5B1041C...  
Ben Hill  
1186 President



DocuSigned by:  
*Arthur Gonzales*  
21E524D52AD849F...  
Arthur Gonzales  
VFA Negotiations Team

DocuSigned by:  
*Steve Smircich*  
B28B355F98E3472...  
Steve Smircich  
VFA Negotiations Team

DocuSigned by:  
*Taylor Grishman*  
B960023C33FE420...  
Taylor Grishman  
VFA Negotiations Team

**ATTEST**

DocuSigned by:  
*Dawn G. Abrahamson*  
14891DA86950425...  
Dawn Abrahamson  
City Clerk



ATTACHMENT B1

**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**

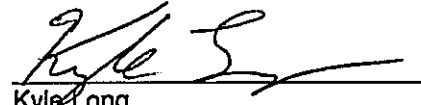
Effective March 26, 2010, the City is eliminating the title and classification of Assistant Fire Chief. The City shall convert the title of Assistant Fire Chief to Battalion Chief. The current Assistant Fire Chief's title shall likewise be converted and that Assistant Fire Chief shall be y-rated until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

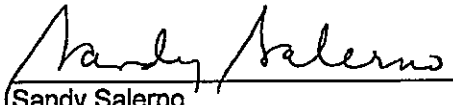
**IN WITNESS WHERE OF**, the parties hereto acting by and through their duly authorized representatives, have executed this Side Letter Agreement this 25<sup>th</sup> day of March 2010.

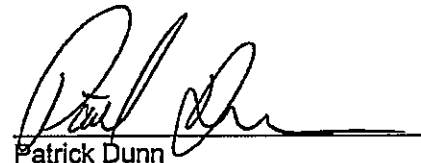
For the City of Vallejo:

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

ATTACHMENT B2

**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.

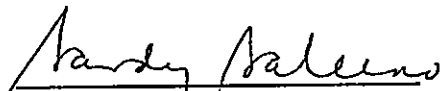
For retiree-annuitants who have retired under the PERS 3%@50 formula and eligible spouses, the City shall contribute the same amount towards eligible retiree annuitants' PEMHCA medical premiums as it contributes towards the direct PEMHCA premiums for bargaining unit employees –currently \$300/month.

IN WITNESS WHERE OF, the parties hereto acting by and through their duly authorized representatives, have executed this Side Letter Agreement this 25<sup>th</sup> day of March 2010.

For the City of Vallejo:

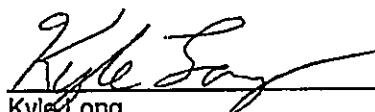


Robert F. D. Adams  
Interim City Manager



Sandy Salerno  
Chief Negotiator/Consultant

For IAFF, Local 1186



Kyle Long  
Vice President, IAFF Local 1186



Patrick Dunn  
Chairman, Negotiating Committee