

**Fire Managers Group**  
**February 1, 2011 through January 31, 2012**  
**Council Approved March 8, 2011**

**SALARY INCREASE**

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

**RETIREMENT**

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

All employees shall receive the following CalPERS contract provisions:

- Section 20042 (One-Year Final Compensation),
- Section 20903 (Two Years Additional Service Credit),
- Section 20965 (Credit for Unused Sick Leave),
- Section 21024 (Military Service Credit as Public Service),
- Section 21027 (Military Service Credit for Retired Persons),
- Section 21362.2 (3% @ 50 Full Formula for Local Safety Members),
- Section 21427 (Improved Non Industrial Disability Allowance),
- Section 21548 (Pre-Retirement Option 2W Death Benefit),
- Section 21574 (Fourth Level of 1959 Survivor Benefits),
- Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance)

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

Reopener discussions to begin once agreement is reached with all other bargaining groups. City's intent is to meet with Public Safety separate from Miscellaneous groups.

**HEALTH & WELFARE**

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

Health Insurance – Beginning January 1, 2010 the City will contribute ninety-two percent (92%) of the current Kaiser rate towards an employee's medical plan premium cost for the selected plan level (employee only, employee plus one dependent or employee plus two or more dependents), with the balance to be paid by the employee on a pre-tax basis. An employee selecting a non-Kaiser plan shall receive the same City dollar contribution as an employee selecting a Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

Dental Insurance – Beginning January 1, 2009 employees will contribute twenty-five dollars (\$25.00) per month per employee on a pre-tax basis towards the cost of Dental premiums. The City will contribute an amount sufficient to cover the balance of the premium for employee or employee plus family throughout the duration of this agreement.

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

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

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

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

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

Double Coverage “Opt Out” – As of January 1, 2009, an employee demonstrating other medical coverage may “opt out” of the City’s/CalPERS medical plan and, in consideration, will receive a \$250 monthly City contribution to his/her deferred compensation account. Employees currently in the “benefits-to-base” program are excluded from this provision.

CalPERS Health Benefit Vesting Program – The City has implemented the CalPERS Health Benefit Vesting program. The Vesting program is mandatory for all employees hired on or after January 1, 2009, and current employees may voluntarily elect to participate in the Vesting program during an annual election process.

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

Termination of Contributions – Employee contributions (premium share and dental plan contribution) shall be discontinued upon full funding of the City’s actuarial liability for retiree medical costs.

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

## SCHEDULES

Fire Managers request that alternative work schedules like a 9/80 or 4/10 be available to Chief Officers assigned to a 40 hour work week. The Fire Chief has the authority to approve an alternative work schedule for Fire Managers (i.e., 9/80 or 4/10).

The City is agreeable to a one year trial period of a 48/96 work schedule beginning January 1, 2012. Details of the one year trial period to be worked out with Fire Administration prior to implementation. *Chief has discretion to determine whether or not the 48/96 work schedule will be extended beyond the initial trial period.*

## HOLIDAYS

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

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

## VACATION

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

### Fire Division Chiefs:

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

### Non-shift (Fire Battalion Chief):

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

### Shift Employees (Fire Battalion Chief):

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

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

Battalion Chief Vacation Picks:

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

SICK LEAVE

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

SICK LEAVE BUYBACK

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

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

CATASTROPHIC LEAVE

Policy is referenced in Appendix B.

TUITION REIMBURSEMENT

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

LONGEVITY

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

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

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

BEREAVEMENT LEAVE

Fire Managers assigned to twenty-four (24) hour shifts shall receive bereavement leave of up to two (2) shifts within a three hundred (300) mile radius or up to three (3) shifts outside a three hundred (300) mile radius for qualifying deaths of a Fire Manager's: spouse, sibling, parent, grandparent/child, child, father/mother-in-law, son/daughter-in-law, or other household relative/dependent.

Fire Managers assigned to forty (40) work week shall receive bereavement leave of up to three (3) days within a three hundred (300) mile radius or up to five (5) days outside a three hundred (300) mile radius for qualifying deaths of a Fire Manager's: spouse, sibling, parent, grandparent/child, child, father/mother-in-law, son/daughter-in-law, or other household relative/dependent.

PROBATION

The probationary period shall be 12 months.

### UNIFORM ALLOWANCE

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

### VEHICLE ALLOWANCE

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

### EDUCATION PAY

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

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

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

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

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

### DEFERRED COMPENSATION

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

### ADMINISTRATIVE LEAVE

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

Effective December 31st, 2010, administrative leave shall be accrued per pay period at the rate of four (4) shifts (96 hours) for Battalion Chiefs and three (3) days (24 hours) for Division Chiefs per year.

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

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

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

#### FIRE MANAGERS EXTRA COMPENSATION

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

- When a Battalion Chief is covering for another Battalion Chief who is absent for a partial or full shift.
- When the City is receiving compensation for the Chief Officer's time involved in a project (i.e. grant monies).
- Division Chiefs and Battalion Chiefs who are assigned to an incident for 12 hours or more.

#### PERFORMANCE AWARD PAY

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

FMG agrees to reopen on this section of the Agreement if majority of other bargaining groups agree to eliminate the Performance Award Pay. The reopener will occur immediately upon City notice to FMG.

#### EMT PAY DIFFERENTIAL

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

#### BILINGUAL PAY

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

#### DAY SHIFT DIFFERENTIAL

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

#### SENIOR LEADERSHIP PROGRAM

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

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

LAYOFF AND RE-EMPLOYMENT PROCEDURE

FMG agrees to meet with the City to develop consistent Layoff and Re-employment language with Safety groups. The meeting will occur immediately upon City notice to FMG if a similar reopener agreement is reached with the other Safety groups.

DISCIPLINARY PROCEDURE

Refer to Appendix C Disciplinary Procedure.

GRIEVANCE PROCEDURE

Refer to Appendix D Grievance Procedure.

WAGE AND BENEFIT CONCESSIONS

Refer to Appendix F Wage and Benefit Concessions.

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

Approved

SIGNATURE ON FILE  
John Jansen, Fire Managers Group

6/24/2011  
Date

SIGNATURE ON FILE  
Dawn Villarreal, Director of Human Resources

6/23/2011  
Date

**APPENDIX A**  
**SALARY SCHEDULE**

**Fire Managers Group**

Effective: February 1, 2011

CLASSIFICATION	RANGE	
FIRE BATTALION CHIEF	\$9,775.92	\$11,883.54
FIRE DIVISION CHIEF	\$11,281.41	\$13,713.61

## **APPENDIX B**

### **Catastrophic Leave Policy**

#### **Catastrophic Leave Guidelines**

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

#### **Eligibility**

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

#### **Benefits**

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

#### **Guidelines for Donating Leave Credits**

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

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

## **APPENDIX C**

### **Disciplinary Procedures**

#### **Appeals of Disciplinary Actions**

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

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

#### **“Skelly”**

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

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

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

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

#### **Disciplinary Appeals**

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

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

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

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

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

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

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

## **APPENDIX D**

### **Grievance Procedure**

#### **Grievance Procedure**

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

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

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

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

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

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

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

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

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

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

### Department Head Investigatory Step

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

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

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

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

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

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

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

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

## **APPENDIX E**

### **Senior Leadership Program**

#### **Requirements for Participation**

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

#### **Chief Officers**

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

#### **Leadership Level I**

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

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

#### **Leadership Level II**

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

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

## **APPENDIX F**

### **Wage and Benefit Concessions**

Cost Saving Measures shall remain in effect through the term of this agreement.

Sick Leave Buyback Program: All FMG members will forgo participation in the Sick Leave Buyback Program.

PERS: FMG members will contribute 3% toward the PERS Employer contribution. This contribution will be made on a pre-tax basis. FMG members will continue to pay their 9% Employee contribution toward PERS. This additional 3% contribution will go toward the PERS Employer contribution.

Paid Time Off (PTO): Through June 30, 2011, a bank of PTO hours will be granted to each full time FMG member, equivalent to the 3% contribution towards PERS. 109.5 hours of PTO will be granted to each full time 24 hour shift unit employee and 78.2 hours of PTO for each day shift unit employee. PTO will be used for previously scheduled 2010 Vacation Shifts and for 2011 Vacation Shifts through June 30, 2011. The details of the use of PTO are outlined in a separate Administrative Procedure.

PTO covering July 1, 2011 through January 31, 2012 will be granted as follows - 51.1 hrs for 24 hour shift employees or 36.47 hours to 8 hour day employees. These hours will be placed lump sum in employees PTO bank on the March 15<sup>th</sup> paycheck. This PTO will be used for previously scheduled 2011 Vacation Shifts and for January 2012 Vacation Shifts. Use of PTO shall not cause overtime.

Effective February 1, 2011, FMG members will contribute 7.09% toward the Employer portion of PERS (equivalent to 5.5% wage reduction). This contribution shall be made on a pretax basis. This is in addition to the above 3% contribution toward the PERS Employer contribution, for a total of 10.09%. FMG members will continue to pay their 9% Employee contribution toward PERS.

If the City negotiates a lower wage reduction or reduction in benefits with another City bargaining group for the current fiscal year or fiscal year 2011/2012, FMG shall have the option of replacing the current concession reduction (7.09% PERS contribution) with such lower wage or benefit reduction retroactive to the date of this Agreement.